



Regular Board Meeting

05/08/2025 06:00 PM

Assembly Hall

1935 Bohemian Highway, Occidental, CA 95465




AGENDA

Closed session begins at 6:00 pm; Open session begins at 7 pm. All documents relating to the following agenda items are available for public review in the Administrative Office of the Harmony Union School District during office hours at least 72 hours prior to the scheduled Board meeting. The Harmony District Board of Education meetings are open to the public, except for certain subjects that are addressed in closed session in accordance with the Ralph M. Brown Act. If anyone wishes to attend and requires special accommodations due to a handicapping condition, as outlined in the Americans with Disabilities Act, please contact the superintendent at least two working days prior to the meeting.

- 1. Call to Order** 6
- 2. Pledge of Allegiance** 7
- 3. Approval of the Agenda** 8
 - Recommendation**
 - That the board approve the meeting agenda.
- 4. Public Comment** 9
- 5. Closed Session** 10
 - A. With respect to every item of business to be discussed in closed session (Ed. Code §§35146, 48918, 49070, 72122, 76234): Consideration of Challenge to the Content of Student Records. (Ed. Code §§35146, 48918, 49070, 72122, 76234) 11
 - B. With respect to every item of business to be discussed in closed session Gov. Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATOR Name of Agency Negotiator: Matthew Morgan Name of organization representing employees: CSEA 12
 - C. With respect to every item of business to be discussed in closed session Gov. Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATOR Name of Agency Negotiator: Matthew Morgan Name of organization representing employees: HUTA 13
 - D. With respect to every item of business to be discussed in closed session pursuant to Gov. Code Section 54957.6: Update on Anticipated Litigation items 14
- 6. Reconvene to Open Session** 15
 - A. Report out on any action taken during closed session 16
- 7. Communication** 17

A. Reports	18
i. HUTA Report	19
ii. Shark Report	20
iii. Student Report	21
iv. Board Member Reports	22
v. Superintendent/Principal's Report	23
vi. Pathways Director Report	24
B. Public Comment	25
C. Correspondence	26
8. Consent Agenda	27
A. Vendor Warrants	28
B. 7th Grade Field Trip to Dillon Beach 5/16/2025	33
Recommendation	
Approve through consent agenda	
C. End of Year Field Trip to CYO 5/27- Grades K-2	35
D. Approve the minutes from regular meeting held 04/17/2025	37
Recommendation	
Approve through consent agenda	
E. Approve the minutes from regular meeting held 04/23/2025	46
Recommendation	
Approve through consent agenda	
F. Approve the minutes from regular meeting held 05/01/2025	47
Recommendation	
Approve through consent agenda	
G. Approve the Consent Agenda	48
Recommendation	
That the board approve the consent agenda	
9. Information / Correspondence / Discussion	49

A. Enrollment Report	50
B. HR Announcements	52
C. Board Member Development	53
i. Brown Act Training 25-26	54
D. Discussion of Exploration of District Parcel Tax	57
E. Special Education Update	58
F. Letter from SCOE recognizing that Harmony will be able to meet its fiscal obligations as reported on the Second Interim Report for the 2024-25 Budget.	59
G. Youth Truth Survey Results Presentation by Rebecca Chadwick	63
H. Midyear LCAP Report	129
I. Harmony Utility Proposal for Bond	148
J. Receipt of Sonoma County Art Grant	181
K. First Reading of new and updated board policy 	190
L. Information regarding Owning a School Bus Cost Analysis	513
10. Action Items	520
A. Consideration of Resolution #2024/25-12 Continuation of 2025-26 Line of Credit with SCOE	521
B. Consideration Resolution 2024/25-13 Regarding Final Certificated Reductions in Force	526
Recommendation	
That the board approve Resolution 2024/25-13 Regarding Final Certificated Reductions in Force	
C. Consideration of Resolution 2024/25-14 Regarding Final Classified Reductions in Force	532
Recommendation	
That the board approve Resolution 2024/25-14 Regarding Final Classified Reductions in Force	
D. Consideration of contract with either School Services of California or FCMAT regarding exploration of Salmon Creek Charter renewal- Not to exceed \$15,000	539
Recommendation	

That the board approve contract with either School Services of California or FCMAT regarding exploration of Salmon Creek Charter renewal- Not to exceed \$15,000	
E. Consideration of California Reading Difficulties Risk Screener Adoption ED 53008	540
Recommendation	
That the board adopt California Reading Difficulties Risk Screener Adoption ED 53008	
F. Consideration of Peace Pole Proposal	556
Recommendation	
Staff recommends approval	
G. Consideration of contract for Fencing for TK/Kinder Play Area with Jacobsen Fencing	564
Recommendation	
That the board approve the contract Fencing for TK/Kinder Play Area with Jacobsen Fencing	
H. Consideration of Design Services for electrical utilities contact with QKA	603
Recommendation	
That the board approve the contract with QKA for design services for electrical utilities	
I. Consideration of networking upgrades for ERate Project	636
11. Next Board Meeting	651
12. Adjournment	652

1. Call to Order

2. Pledge of Allegiance

3. Approval of the Agenda

Recommendation

That the board approve the meeting agenda.

4. Public Comment

Quick Summary / Abstract

For Closed Session: Members of the public may address the Board briefly on matters not on the agenda and are within the subject matter jurisdiction of the Board. Please state your name and address. In accordance with Board Policy 9323, speakers are to keep comments concise and limited to three minutes. The Public Comment item will be limited to a total of 20 minutes, absent approval to extend by the Board President. If there are several people who share the same issue, please chose one as your representative, and that person may be given additional time, if necessary. The Board values public comment, but by the Brown Act the Board shall not act upon, respond to, or comment on the merits of any item presented. The Board may ask clarifying questions of the presenter or refer the presenter to the District procedures.

Members of the public may address the Board regarding items on the agenda at the time the item appears on the agenda. The Board President may move any agenda item to a different place on the agenda in order to accommodate the public or improve the flow of the meeting.

5. A. With respect to every item of business to be discussed in closed session (Ed. Code §§35146, 48918, 49070, 72122, 76234): Consideration of Challenge to the Content of Student Records. (Ed. Code §§35146, 48918, 49070, 72122, 76234)

5. B. With respect to every item of business to be discussed in closed session Gov. Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATOR Name of Agency Negotiator: Matthew Morgan
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Name of organization representing employees: HUTA

5. D. With respect to every item of business to be discussed in closed session pursuant to Gov. Code Section 54957.6: Update on Anticipated Litigation items

6. Reconvene to Open Session

6. A. Report out on any action taken during closed session

7. B. Public Comment

Quick Summary / Abstract


For Open Session: Members of the public may address the Board briefly on matters not on the agenda and are within the subject matter jurisdiction of the Board. Please state your name and address. In accordance with Board Policy 9323, speakers are to keep comments concise and limited to three minutes. The Public Comment item will be limited to a total of 20 minutes, absent approval to extend by the Board President. If there are several people who share the same issue, please chose one as your representative, and that person may be given additional time, if necessary. The Board values public comment, but by the Brown Act the Board shall not act upon, respond to, or comment on the merits of any item presented. The Board may ask clarifying questions of the presenter or refer the presenter to the District procedures.

Members of the public may address the Board regarding items on the agenda at the time the item appears on the agenda. The Board President may move any agenda item to a different place on the agenda in order to accommodate the public or improve the flow of the meeting.

8. Consent Agenda

8. A. Vendor Warrants

Supporting Documents

 Board Report of Checks 04182025 through 05082025

Checks Dated 04/18/2025 through 05/08/2025

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
2092023	04/23/2025	Ric Morehouse	03-5205	Blacksmithing with 4th Grade class Gold Country Field Trip		360.00
2092024	04/23/2025	Kaplan, Alexander M	03-4140	Brain Pop 1 year Teacher Subscription		330.00
2092025	04/23/2025	Amazon Capital Services	01-4300	Event Supplies	274.66	
			01-4310	Garden Class Supplies	8.15	
			01-4350	Business Office	3.21	
			03-4210	Library Books	32.10-	
			03-4310	Classroom Supplies - Kaplan	300.71	
				Classroom Supplies - Porter	41.16	
				Garden Class Supplies	24.46	
			03-4350	Business Office	9.63	
			13-4300	Cafeteria supplies: Wellness Committee Timer	34.83	664.71
2092026	04/23/2025	Anova Inc.	03-5810	NPS Contract for 2024-25 SY		6,969.48
2092027	04/23/2025	California Depart Of Education Cashier's Office	13-4710	Food Distribution Program		39.00
2092028	04/23/2025	Exact Plumbing	01-5630	Plumbing Repairs: 4.15.25 snake and replumb sewer line	261.00	
2092029	04/23/2025	Gold Country Lions Camp	03-5630	Plumbing Repairs: 4.15.25 snake and replumb sewer line	783.00	1,044.00
2092030	04/23/2025	Harmony Farm Supply	01-4370	4th Grade Gold Country Field Trip Additional Chaperones		470.00
2092031	04/23/2025	Home Depot	01-4370	Garden Supplies	13.40	294.99
			03-4370	Custodial supplies	40.21	53.61
2092032	04/23/2025	Lynn Rey	03-5810	NPS Contract Tuition & Mileage Reimbursement		2,200.00
2092033	04/23/2025	Major Alarm, Inc.	01-5590	Fire & Security Monitoring	13.75	
			03-5590	Fire & Security Monitoring	41.25	55.00
2092034	04/23/2025	Occidental Hardware	01-4370	Garden, Custodial & Event Supplies	9.38	
2092035	04/23/2025	Sysco Sacramento, Inc.	03-4370	Garden, Custodial & Event Supplies	.96	10.34
2092036	04/23/2025	Tanya Turneure	13-4390	Cafeteria		37.61
			01-5830	Director of Communications Services	202.08	
				Mentor Services	337.50	
			03-5830	Director of Communications Services	606.25	
				Mentor Services	1,012.50	2,158.33
2092746	04/25/2025	Alpha Analytical Lab, Inc.	01-5884	Water Testing	81.75	
			03-5884	Water Testing	245.25	327.00
2092747	04/25/2025	Amazon Capital Services	03-4310	Classroom Supplies - Kaiser	29.46	

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

29

Checks Dated 04/18/2025 through 05/08/2025

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
2092747	04/25/2025	Amazon Capital Services	03-4310	Classroom Supplies - McGovern	57.95	87.41
2092748	04/25/2025	Employment Dev. Dept. Ui	01-9555	DE 9423 Qtr 1 2025		508.63
2092749	04/25/2025	Rebecah Freeling	01-5202	Staff & Parent Trainings: Wits' End Parenting	103.12	
			03-5202	Staff & Parent Trainings: Wits' End Parenting	309.38	412.50
2092750	04/25/2025	Harmony Revolving Account	01-9557	Replenishment of revolving for SUI tax Q1 2025 payment		5,082.06
2092751	04/25/2025	Sierra School	03-5810	NPS Services		19,916.10
2094815	05/07/2025	Rachel Fernandez	01-5205	Yosemite Food and Supply Purchase Reimbursement		335.16
2094816	05/07/2025	Yuri Koslen	01-5205	Yosemite Food and Supply Purchase Reimbursement		2,632.97
2094817	05/07/2025	Peters Figueroa, Heather A	01-4300	Baby Shower Food and Supplies		71.52
2094818	05/07/2025	Davis, Marni R	03-4300	Drama materials reimbursement	101.21	
			03-4400	Drama materials reimbursement	484.88	586.09
2094819	05/07/2025	Handley, Rachael J	01-5201	April and May 2 Mileage	11.55	
2094820	05/07/2025	Skinner, Tamara L	03-5201	April and May 2 Mileage	34.65	46.20
			01-3442	Vision Reimbursement	25.00	
			03-3442	Vision Reimbursement	75.00	100.00
2094821	05/07/2025	Allen Brothers	13-4710	Cafeteria		2,124.06
2094822	05/07/2025	Alvarado Street Bakery	13-4710	Bread for School Meals		142.40
2094823	05/07/2025	Amazon Capital Services	03-4310	Classroom Supplies - McGovern	13.08	
			13-4300	Cafeteria supplies	349.84	362.92
2094824	05/07/2025	Timothy S Barlow dba Barlow Enterprises	01-4300	Garden Compost	275.00	
2094825	05/07/2025	Castino Inc.	03-4300	Garden Compost	825.00	1,100.00
2094826	05/07/2025	Clover Stornetta Farms	13-4390	Cafeteria		136.05
2094827	05/07/2025	Comcast	13-4710	Dairy for School Meals		1,048.05
			01-5911	Phones & Internet	111.24	
2094828	05/07/2025	Sherry Soloski DBA Comet Corn	03-5911	Phones & Internet	333.71	444.95
2094829	05/07/2025	Counterpoint, Inc.	01-4397	Summer Festival		230.00
2094830	05/07/2025	Dragonfly Therapeutics	14-5830	2024/25 CUPCCAA		114.00
2094831	05/07/2025	Home Depot	01-5809	OT Services for SPED		4,440.00
			01-4370	Custodial supplies	17.00	
2094832	05/07/2025	Entrinzic Global Solutions LLC	03-4370	Custodial supplies	51.01	68.01
			01-4400	2024-25 Filters and Airflow Testing	490.82	
			01-5830	2024-25 Filters and Airflow Testing	461.50	
			03-4400	2024-25 Filters and Airflow Testing	1,472.46	

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Checks Dated 04/18/2025 through 05/08/2025

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
2094832	05/07/2025	Entrinzic Global Solutions LLC	03-5830	2024-25 Filters and Airflow Testing	1,384.50	3,809.28
2094833	05/07/2025	Jody Tuck	01-5830	CalPads EOY and Certification Assistance		450.00
2094834	05/07/2025	KAMIND IT, Inc.	01-5806	2024-25 Office 365 Enterprises	12.38	
2094835	05/07/2025	Major Alarm, Inc.	03-5806	2024-25 Office 365 Enterprises	37.12	49.50
2094836	05/07/2025	Alyson Musetti	01-5590	Fire & Security Monitoring	13.75	
2094837	05/07/2025	ODP Business Solutions, LLC f/k/a Office Depot	03-5590	Fire & Security Monitoring	41.25	55.00
2094838	05/07/2025	Pacific Gas & Electric Company	01-5830	Behavior Consultant Services		330.00
2094839	05/07/2025	Permaculture Artisans	01-4350	School Office	28.83	
2094840	05/07/2025	Recology Sonoma Marin	03-4350	School Office	86.49	115.32
2094841	05/07/2025	Harmony Student Body Fund	01-5520	Electricity for the 2024-25 school year	1,225.43	
2094842	05/07/2025	Sonoma County Office Of Ed.	03-5520	Electricity for the 2024-25 school year	3,676.29	4,901.72
			01-5830	Living Roof and Grounds Maintenance	137.50	
			03-5830	Living Roof and Grounds Maintenance	412.50	550.00
			01-5560	Monthly - Garbage, Recycle	129.05	
			03-5560	Monthly - Garbage, Recycle	387.15	516.20
			01-5830	Replenish SBA for May 9th Dance DJ Bryce Williams check		550.00
			01-5809	Classroom Housing & Custodial Services 24/25	1,908.00	
			01-5840	2024-25 School Connect Fees	641.84	
			01-5940	2024-25 School Connect Fees	656.20	
			03-5840	2024-25 School Connect Fees	1,925.51	
			03-5940	2024-25 School Connect Fees	1,968.60	7,100.15
			13-4390	Cafeteria	395.48	
			13-4710	Cafeteria	1,283.33	1,678.81
			01-4300	Staff and Student Event Supply	595.79	
			01-4310	Garden Program Materials	24.47	
			01-5205	Hallberg Butterfly Garden 2nd Grade Field Trip	200.00	
				Tomes Bay Kayak Field Trip	13,106.80	
			01-5806	Software Subscriptions	33.13	
			01-5950	Postage	19.65	
			03-4310	Garden Program Materials	73.43	
			03-5806	Software Subscriptions	99.34	
			03-5950	Postage	58.95	
			13-4390	Cafeteria Food and Supplies	40.81	
			13-4710	Cafeteria Food and Supplies	139.93	

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

Checks Dated 04/18/2025 through 05/08/2025

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
2094844	05/07/2025	US Bancorp Service Center Corporate Payment Systems	21-5202	Professional Development: Workshops & Trainings	275.00	14,667.30
2094845	05/07/2025	Veritable Vegetable	13-4710	Cafeteria		1,549.90
Total Number of Checks					51	91,326.33

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	33	36,358.26
03	General Fund/charter School	31	47,257.78
13	Cafeteria Fund	11	7,321.29
14	Deferred Maintenance Fund	1	114.00
21	Building Fund	1	275.00
Total Number of Checks		51	91,326.33
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			91,326.33

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

8. B. 7th Grade Field Trip to Dillon Beach 5/16/2025

Recommendation

Approve through consent agenda

Supporting Documents



7th Grade FT Dillon Beach

FIELD TRIP PLANNING/APPROVAL FORM

Teacher: Kyle Collins Alex Kaplan

Class or Group: 4TH Grade

Objective of Field Trip: Class Bonding

Date(s) of Trip: May 16TH

Time Leaving: 9:00 AM Time Returning: 3:00 PM

Destination: Dillon Beach

Other places you may go during the Field Trip: N/A

Bus Required? Yes X No # of students/staff 25

Parent Chaperones? Yes X No

If yes: Please submit list to office for verification of volunteer status

Parent Drivers? Yes No X

If yes: Please submit list of drivers to the office for verification of insurance.

School Lunches? (please notify kitchen at least 7 days prior to trip)

Yes No X #

Staff Attending Field Trip (subject to prior approval):

Kyle Collins, Alex Kaplan, Karen Lincoln

Requested by: Kyle Collins

Date: 04/17/25

Approved by:

Date:

Board Approved:

Date:

Important information:

1. Form must be completed by teacher and have final approval at least 10 days before the Field Trip

2. Field Trips requiring Board Approval:

~Overnight

~ In, on or near water**

Please check with office for deadline for board agenda

8. C. End of Year Field Trip to CYO 5/27- Grades K-2

Supporting Documents

 EOY Field Trip to CYO

FIELD TRIP PLANNING/APPROVAL FORM

Teacher: Ginn / Fig / Golden
Class or Group: Kinder, 1st, 2nd grades
Objective of Field Trip: End of the Year Celebration
Date(s) of Trip: Tues, May 27th
Time Leaving: 10am Time Returning: 2pm
Destination: CYO Pool - walking

Other places you may go during the Field Trip: _____

Bus Required? Yes _____ No X # of students/staff 68 kids / 8 staff

Parent Chaperones? Yes X No _____

If yes: Please submit list to office for verification of volunteer status

Parent Drivers? Yes _____ No X

If yes: Please submit list of drivers to the office for verification of insurance.

School Lunches? (please notify kitchen at least 7 days prior to trip)

Yes X No _____ # _____

Staff Attending Field Trip (subject to prior approval):

Requested by: Dawn Ginn Date: 5-5-25
Approved by: _____ Date: _____
Board Approved: _____ Date: _____

Important information:

1. Form must be completed by teacher and have final approval at least 10 days before the Field Trip
2. Field Trips requiring Board Approval:
 - ~Overnight
 - ~ In, on or near water**Please check with office for deadline for board agenda

** Lifeguards are required for all swimming activities. Activities held at private pools, the owner of the pool shall provide a certificate of insurance, designating the district as an additional insured, for not less than \$500,000 in liability coverage. Staff shall determine supervisory responsibilities for all chaperones.


3. Refer to AR 6153 to ensure that all appropriate forms are completed.

8. D. Approve the minutes from regular meeting held 04/17/2025

Recommendation

Approve through consent agenda

Supporting Documents

 Board Meeting Minutes, 4_17_25—regular, unapproved

**Harmony Union School District
Regular School Board Meeting
April 17, 2024
Minutes (draft/unapproved)**

Board Members present:

Amanda Solter (AS), Yuri Koslen (YK), Mariah Lander (ML), Charlie Laird (CL)

Also present:

Suzi Heron, Stacy Kalember, Matthew Morgan

Meeting opened at 6:08 pm

Entered into closed session at 6:10 pm

Entered into open session at 7:15 pm

1. Call to Order

2. Pledge of Allegiance

3. Approval of the Agenda

Motion: CL

Second: ML

All in favor—motion carried

4. Public Comment

5. Closed Session

A. With respect to every item of business to be discussed in closed session Gov. Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATOR Name of Agency Negotiator: Matthew Morgan Name of organization representing employees: CSEA

B. With respect to every item of business to be discussed in closed session Gov. Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATOR Name of Agency Negotiator: Matthew Morgan Name of organization representing employees: HUTA

C. With respect to every item of business to be discussed in closed session pursuant to Gov. Code Section 54957.6: Update on Anticipated Litigation items

D. With respect to every item of business to be discussed in closed session pursuant to Gov. Code Section 54957: Superintendent Review

6. Reconvene to Open Session

A. Report out on any action taken during closed session

Nothing to report from closed session

7. Communication

A. Reports

i. HUTA Report

Bonnie Covel presented on Dave Nettell's Cooperative Adventures in the 5th grade. Dave did all-day community-building exercises with the class, and teachers got a site council grant to bring Dave to the 5th-8th grade classes on multiple occasions. He also does a teacher debrief at the end of each day, and gives teachers good ideas for the classroom. The students had a positive response, according to a survey.

ii. Shark Report

- *Sarah reported that \$30,000 was raised by the gala and auction. Teacher activities are still available.*
- *May 3 5k run on campus. Register by Saturday 4/19 to receive a shirt. You can also register at the event.*

iii. Student Report

No student report at this time.

iv. Board Member Reports

- *Amdanda reported that the Spring Festival was magical, and she appreciates those who put it on. The gala was a ton of fun, and she is grateful for all the work ShArk put into it.*
- *Yuri reported that the gala was a blast and encouraged people to attend next year.*

v. Superintendent/Principal's Report

- *Huge thank you to ShArk for all the planning for the event*
- *Thank you to the festival committee, and a special thank you to Sarah Wheeland. Thank you to the guests who presented. The focus was on fiber arts.*
- *Wits End Parenting will do a presentation next Wednesday evening, working with children who are having a hard time taking direction. Staff will also be doing a parent presentation on safe tech use.*
- *CASSPP testing starts next week and then runs through May*
- *Looking toward closing up year and toward next year*

vi. Pathways Director Report
No Pathways report at this time.

B. Public Comment
No public comment at this time

C. Correspondence

8. Consent Agenda, Action

A. Vendor Warrants

B. Approve the minutes from regular meeting held 03/13/2025

C. 6th Grade Field Trip to Yosemite National Park May 5–9, 2025
Matthew said thank you to parents who secured the campsites.

D. Approve the Consent Agenda

Motion: ML

Second: AS

All in favor—motion carried

9. Information/Correspondence/Discussion

A. Enrollment Report

Suzi reported that enrollment reports are attached to the agenda. 218 total enrollment. One new student, and four left. Working on enrollment for next year.

We are slightly down in total enrollment since last year at this time.

K looks like it will be the rising TK class. TK looks like it will be 16 based on applications.

The district will verify residency with applications. There likely won't be out-of-district spaces for new students.

No public comment.

B. HR Announcements

Stacy reported that Chirs Jones is the paraprofessional in 4th grade. Ezra Berman is in aftercare.

C. Board Member Development

- *Staff meeting on school visioning is happening on 4/24, and ideally fewer than 3 board members (2) will attend so it doesn't have to be agendaized. The Salmon Creek charter will be discussed. The board will need to look at financial benefits*

of remaining a charter or letting go of the charter. The consortium and the bond also need to be discussed. Yuri and possibly Mariah can attend. [See item 10C.]

- *Board has made some progress toward goals that came out of the April 2024 self-evaluation. Matthew offered a summary of current and upcoming curriculum adoptions.*
- *No public comment*

D. Discussion of Exploration of District Parcel Tax

- *Andrew had brought this topic up when he was on the board. Matthew said that he has not done any research on this—is waiting for direction from the board. Matthew explained how the recent bonds affect the tax payers—they are happening right now. There are limits to burdens to property holders. Parcel holders have slightly different rules. Matthew has concerns about the bond market coming up. Bond yields are increasing because of international insecurities around tariffs. Parcel tax money can go right into the general fund and you can describe what the money will be spent on.*
- *Yuri feels like a parcel tax is a good thing to keep in mind but thinks we shouldn't move forward with it at this point.*
- *Andrew Koslen made a public comment. Parcel tax is an option for raising revenue. Parcels are taxed equally. Many Sonoma County bonds and parcel taxes have passed. \$200/parcel tax per year would close the budget deficit. He reviewed the procedures for pursuing a parcel tax. The results look better at midterm and presidential elections.*
- *Matthew said that it's a different economic situation now and our bond barely passed, although the vote was at an off time.*
- *Yuri: Board will not move forward now, but it's an option for the future.*

E. Interview candidates for vacant board seat

- *Yuri made opening remarks about the process.*
- *There are opportunities for parents to be on committees if they aren't selected to sit on the board. Also, current board members may resign in coming years, which will leave more room for new people to step up.*
- *Matt Gress was interviewed by the board.*
- *Jackie Wilson was interviewed by the board.*

10. Action Items

A. Nomination Appointment of Board Member and Administration of Oath of Office

- *Mariah Lander made a motion to nominate Jackie. Amanda Solter seconded it. There were no comments from the board. Sarah Wheeland from the public said that both candidates are very involved, but she heard Jackie mention the budget, which is a key issue.*
 - *Motion: ML*

Second: AS

All in favor—motion carried

- *A roll call vote was taken: AS: aye, CL: aye, ML: aye, YK: aye. Motion passed.*
- *[Eloise nominated Matt via Zoom, but this was after the first nomination was made. Matthew explained the process according to the Roberts rule. They would have gone back to this second nomination if the first one didn't pass.]*
- *Jackie Wilson was sworn in to the board.*

B. Consideration of district calendar for the 2025-26 school year

Matthew explained that the staff-reviewed calendar is attached. It is largely in congruence with the high school calendar, with the exception of their Wednesday emergency days and a few other days. ADA was taken into account regarding days off. The first day of school is August 14. Our graduation ceremony may be on the Friday of the last week so that it doesn't conflict with the high school graduation .

Motion: ML

Second: CL

All in favor—motion carried

C. Consideration of board meeting calendar for 2025-26

The board meeting dates are calendared around budget deadlines. For instance, in December we need to do the organization of the board and pick someone to sit on the district boundary committee. And the December meeting may change depending on the distance from the elections. And in June there are meetings on two consecutive days regarding the LCAP. Matthew explained the difference between the regular and special board meetings.

[Jackie will attend the 4/24 staff meeting in lieu of Mariah. [See item 9C.](#)]

Motion: CL

Second: AS

All in favor—motion carried

D. Consideration of Memorandum of Understanding with West Sonoma County Consortium for Classroom Space on HUSD Campus

- *There wasn't a majority of the board who voted for this at the last meeting even though there was quorum. Majority is out of total number of non-abstaining board members, even though some may not be present. For instance, if there is a 3-member quorum, it would have to be 3 yes votes to pass out of the 5-member board.*
- *Matthew and the staff recommend hosting a consortium classroom on campus next year, with a 5-year contract and a 1-year exit clause. It would bring in \$20,000.*
- *Matthew explained how the shared office space would be used.*

- *Matthew explained the staff concerns:*
 - *One is around IEPs and having a general ed teacher present. Usually gen ed teachers attend, but in these cases, it is more likely to be enrichment teachers. It would be 8-10 IEP meetings throughout the year.*
 - *The other concern was about what would happen during the inclusion in general ed classrooms—an assistant teacher would attend the student, but the teacher would have added responsibilities.*
 - *The third concern is additional administrative support if the administrator, who is based on another campus, isn't available. Need to address additional work time with teachers. But the extra work from delayed placement this year would disappear.*
 - *Taryn said that HUTA is supportive. Matthew said that regular check-ins with staff throughout the year will be important. Common Ground Society can do some community education.*
- *Fencing will be needed. K/TK class has requested fencing around their area because of elopement (kids running) increasing after COVID. The school overall needs perimeter fencing and gates. The bond allows for access-control fences and gates 6–12 months from now. Matthew explained where new fencing would go. There is a question around having a closed gate at the front entrance during school hours. Matthew will ask the consortium to cover the cost of fencing around the TK/K area.*
- *Charlie reiterated that he articulated his concerns at the last board meeting. He understands the need but is concerned about space on campus and finances. He would have liked to talk about the fence previously and then to have seen a quote. He'd like information ahead of time as much as possible. Matthew responded that the quote could be shared in May and potentially approved in June.*
- *Sarah Wheeland from the public is in favor of the consortium. She is concerned about noise from metal gates and how it will affect classrooms.*

Motion: ML

Second: AS

3 ayes, 2 abstentions—motion carried

E. Board Policy Updates—Second Reading and Adoption

- *Matthew explained board policy updates at state level based on legislative actions. CSBA crafts most of our policy. There is a guidesheet that summarizes changes. There is always a first and second reading.*
- *Matthew summarized some of the current changes.*
- *No questions from the public.*

Motion: AL

Second: AS

All in favor—motion carried

F. Sonoma County Multi Agency Information Sharing Agreement

- *Matthew: County and key individuals have done a fantastic job with this around threat assessments and sharing info with agencies in emergency situations. All districts in the county are being asked to sign.*
- *No questions from the board or public.*

Motion: CL

Second: ML

All in favor—motion carried

G. Consideration of Multi District Interdistrict Attendance Agreement

- *Mathew: Every 5 years, districts agree on how interdistrict transfer processes will go.*
- *No questions/comments.*

Motion: AS

Second: CL

All in favor—motion carried

H. Consideration of Transportation Plans for 2024–25 and 2025–26

- *Stacy spoke to this. The 2024–25 one is late. They are identical, except for the increase in price for next year.*
- *Matthew explained: The state reimburses some of the costs—that's when the requirement for this plan came into play. SPED bus costs are some of the higher costs.*
- *Stacy noted that this year we get 60% of last year's expenses to offset this year.*
- *In the past, riding the bus was fee-based for families. We can't do this any more.*
- *The district has some say in the route. But CHP has to approve stops. If stops are taken out of service, they can easily get re-added. The cost doesn't change based on the number of stops.*
- *Matthew sits on the transportation committee. The JPA (joint power agency) is a public agency recognized by the state. We are committed to using this transportation system. Small districts can't manage the costs to staff and maintain the buses.*
- *Around 40 students /day use the bus system, but 50–60 kids use it. We are required to provide transportation since kids live outside a certain zone.*
- *Field trips are an additional cost, but we get a reduced rate.*
- *West County Transportation is looking to expand.*
- *No public comments.*

Motion: CL

Second: ML

All in favor—motion carried

I. Consideration of renewal of contract for Assistant Principal

- *The contract is the same as this year's. Salary increase is based on salary schedule. There are two options: 1-year and 2-year.*
- *Very valuable to have additional admin on campus.*
- *Amanda: With economic uncertainty, she feels more comfortable with a 1-year contract. Charlie and Mariah acknowledge the value of Stefanie's work, but agree that a 1-year contract is more prudent.*
- *If were to pass a 1-year contract, should consider a renewal next March.*
- *No public comments*

Motion to approve a 1-year contract renewal: ML

Second: AS

All in favor—motion carried

J. Consideration of renewal of contract for Assistant to Chief Business Official

- *Stacy spoke to the value that Rachael has brought. She brought a 2-year contract.*
- *Charlie is more comfortable with a 1-year contract given financial uncertainties.*
- *Board can amend the contract that Stacy brought so say 1-year*

Motion to approve a 1-year contract renewal: AS

Second: ML

All in favor—motion carried

11. Next Board Meeting

Special: April 23, 2025 @ 6pm

Regular: May 8, 2025 @ 7pm


12. Adjournment 10:19 pm

8. E. Approve the minutes from regular meeting held 04/23/2025

Recommendation

Approve through consent agenda

Supporting Documents


 Special Board Meeting - 04-23-2025 - Meeting Minutes

8. F. Approve the minutes from regular meeting held 05/01/2025

Recommendation

Approve through consent agenda

Supporting Documents

 Special Board Meeting - 05-01-2025 - Meeting Minutes

8. G. Approve the Consent Agenda

Recommendation

That the board approve the consent agenda

9. A. Enrollment Report

Supporting Documents



Enrollment notes for 25-26 (redacted)

Enrollment notes for 25-26

TK- 16- FULL

Kinder- 24- FULL

1st- 24- FULL

2nd- 23- Includes 1 new OOD student, and 2 new ID students. Possibly 1 returning student and 1 slated for homeschool. Without: 20

3rd- 22- includes the return of OOD student and one slated for homeschool. Without: 21

4th- 19- including 2 new OOD students

5th- 25- Including return 1 OOD student and new OOD student

6th- 12 including 3 students rumored to be leaving but no confirmation yet, and 1 new ID student. Without: 9

7th- 30 1 student rumored to be leaving but no confirmation and 1 new ID student: FULL

8th- 23 including 4 students who are rumored to be leaving but no confirmation and return of 1 OOD student. Without: 19

Total enrollment with all students listed: 216

Breakdown:

Harmony Elementary: 62

Salmon Creek Charter: 154

Total enrollment without students rumored to be leaving: 205

Breakdown:

Harmony Elementary: 62

Salmon Creek Charter: 143

Legend:

OPEN

IMPACTED

OVERAGE

FULL

OD= Out of District

ID= In District

9. C. i. Brown Act Training 25-26

Supporting Documents



Brown Act Information

From: Erica Anderson eanderson@sclscal.org
Subject: Brown Act Information
Date: May 8, 2025 at 2:11 PM
To: Matthew Morgan mmorgan@harmonyusd.org

EA

Hello Matt:

As requested, the Brown Act workshop covers the below topics:

- Brief Overview of the Brown Act
- Basic Principles
- Teleconferencing
- All About Agendas
- Closed Session
- Conduct of Board Meetings
- Consequences

The workshop is presented with a PowerPoint that has factual informational based slides and hypotheticals to encourage participation from the audience.

Hope this helps!

Thank you,
Erica

Erica W. Anderson, Legal Operations Coordinator
School and College Legal Services of California
5350 Skylane Boulevard
Santa Rosa, CA 95403
Phone (707) 524-2690
eanderson@sclscal.org
Pronouns: she/her/hers



SCHOOL & COLLEGE LEGAL SERVICES
OF CALIFORNIA

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9. D. Discussion of Exploration of District Parcel Tax

Quick Summary / Abstract

Discussion on exploring whether the District is interested in placing a parcel tax measure on the ballot in an upcoming election

9. E. Special Education Update

Quick Summary / Abstract

Update regarding Special Education services at HUSD

9. F. Letter from SCOE recognizing that Harmony will be able to meet its fiscal obligations as reported on the Second Interim Report for the 2024-25 Budget.

Quick Summary / Abstract

Local educational agencies (LEAs) are required to file two reports during a fiscal year (interim reports) on the status of the LEA's financial health. The first interim report is due December 15 for the period ending October 31. The second interim report is due March 17 for the period ending January 31. County superintendents are to report to the Superintendent of Public Instruction and the State Controller the certification for all districts in their county within 75 days after the close of the reporting period.

The interim reports must include a certification of whether or not the LEA is able to meet its financial obligations. The certifications are classified as positive, qualified, or negative. A positive certification is assigned when the district will meet its financial obligations for the current and two subsequent fiscal years. A qualified certification is assigned when the district may not meet its financial obligations for the current or two subsequent fiscal years. A negative certification is assigned when a district will be unable to meet its financial obligations for the remainder of the current year or for the subsequent fiscal year. In addition, the Superintendent of Public Instruction may reclassify the certification of any county office of education or reclassify a certification based on an appeal of a school district in accordance with the above standards.

Supporting Documents



SCOE Approval of HUSD's 2024-25 Second Interim

April 11, 2025

Matthew Morgan, Superintendent
Harmony Union Elementary School District
1935 Bohemian Highway
Occidental, CA 95465

Dear Mr. Morgan,

In accordance with Education Code Section 42131, a review of Harmony Union Elementary School District's (District) Second Interim Report for Fiscal Year 2024-25 has been completed by the Sonoma County Office of Education (County). The District self-certified its 2024-25 Second Interim Report as Positive. After a review of the financial data provided by the District, it appears that the District will meet its financial obligations for the current year and two subsequent years. Therefore, the County concurs with the District's positive certification.

State Budget

On January 10, 2025, Governor Gavin Newsom released the proposed State Budget for the 2025-26 fiscal year, emphasizing a balanced financial plan and reinforcing commitments to key education initiatives, such as the Expanded Learning Opportunities Program and Universal Transitional Kindergarten. The budget projects a cost-of-living adjustment (COLA) of 2.43% for 2025-26, a decrease from the 2.93% forecasted in the June 2024 Enacted Budget. Additionally, the proposal includes one-time investments through the Student Support and Professional Development Discretionary Block Grant (SSPD) and aims to restore the Learning Recovery Emergency Block Grant, which was reduced in the 2023 Budget Act.

Since the proposal's publication, unforeseen events such as the recent wildfires in Los Angeles have introduced uncertainty into the state's budget planning. Tax filing extensions have been implemented for affected residents. Past delays in tax collections due to natural disasters have resulted in significant budget deficits, underscoring the challenges in producing accurate fiscal forecasts under such circumstances.

Given these evolving economic conditions, state revenues will be closely monitored in the months leading up to enacting the 2025-26 State Budget. Anticipating potential changes, each local education agency (LEA) should remain cautious, avoid structural deficit spending, maintain adequate reserves, and engage in long-term financial planning to ensure fiscal stability.

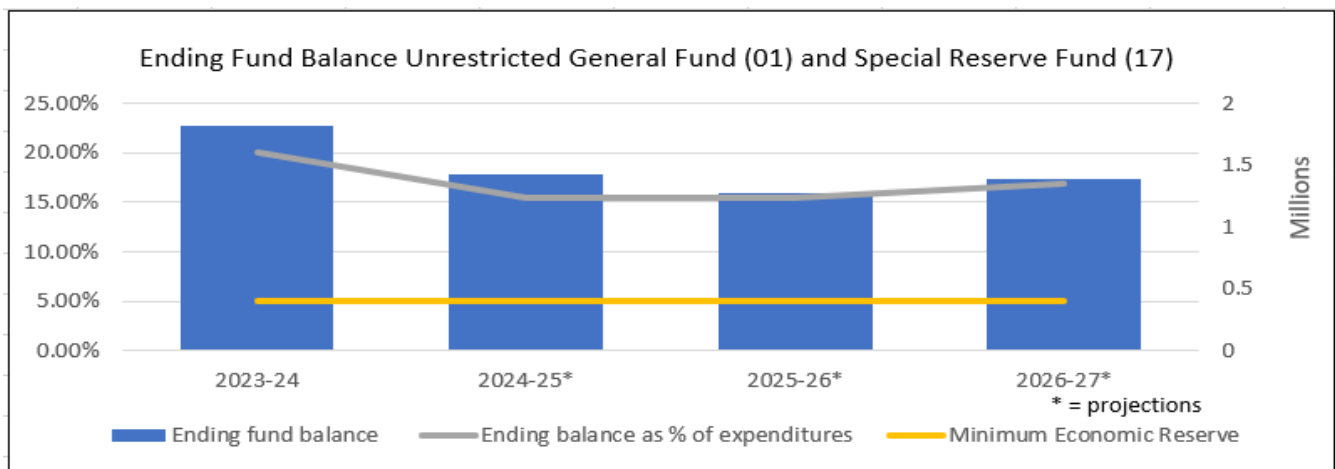
Second Interim and Multi-Year Projection (MYP) The District's Second Interim Report MYP, which includes its conversion charter, projects an unrestricted deficit spending of -\$314,636 in 2024-25 and -\$147,502 in 2025-26, while 2026-27 projects an increase in unrestricted ending fund balance of \$108,340. The State minimum reserve for economic uncertainty of 5% is met in all years. Deficit

spending is of concern to the county, and the elimination of structural deficit spending is critical to maintaining required reserve levels. Therefore, we urge the District to review and monitor revenues and expenditures, embrace best practices, and budget to live within its means.

The County recommends that the District review its Basic Aid Supplement projections, as the projections for the current and subsequent years exceed the current year's estimate by approximately \$200,000. Additionally, the District must closely monitor its cash flow, as a 63% decline in cash is projected between July 1, 2024, and June 30, 2025.

To address anticipated cash shortfalls in 2024-25, the District has secured a line of credit (LOC) through the Auditor-Controller-Treasurer's Office. This LOC expires on the last Monday in April. Given the Second Interim projected ending cash balance of \$584,000, the County recommends that the District consider securing another LOC for the 2025-26 fiscal year.

The District's Second Interim Report and multi-year projection reflect operating deficits in the unrestricted general fund in 2024-25 and 2025-26. The cumulative impact of this projected deficit spending is a 23% decline in fund balance from fiscal year 2023-24 to 2026-27. The following graph displays the district's estimated unrestricted ending balance in the Second Interim MYP with the stated minimum reserve and the district's actual reserve as a percentage of total expenditures.



Collective Bargaining

Negotiations with all bargaining units in the 2024-25 fiscal year are settled based on the criteria and standards.

Charter Schools

As Pathways Charter School's authorizing agency, the district maintains fiscal oversight responsibilities, particularly in the key areas of accounting, attendance, budgeting, and payroll. Please see Education Code Section 47604.32 for a detailed list of oversight duties.

The district should review the charter budget reports at each cycle: Budget, First Interim, Second Interim, and Unaudited Actuals. It is also the district's responsibility to transmit these reports to our office by the state-required deadline. Please coordinate with the charter school in advance to ensure all deadlines are met. Should any circumstances related to the charter school that would negatively impact the district's financial condition arise, please notify our office as soon as possible.

Summary

Our Office appreciates the preparation and timely submittal of your Second Interim report. A technical review will be communicated to the business office. **Please see the attached for standard reminders.** If you have any questions, please feel free to call me at (707) 524-2635.

Sincerely,



Sarah Lampenfeld
Assistant Superintendent, Business Services

Cc:

Stacy Kalember, District Chief Business Official
Amie R. Carter, Ed.D., County Superintendent of Schools
Michelle Panizzera, SCOE District Fiscal Management Advisor

9. G. Youth Truth Survey Results Presentation by Rebecca Chadwick

Quick Summary / Abstract

Presentation on Youth Truth survey results by Rebecca Chadwick

Supporting Documents

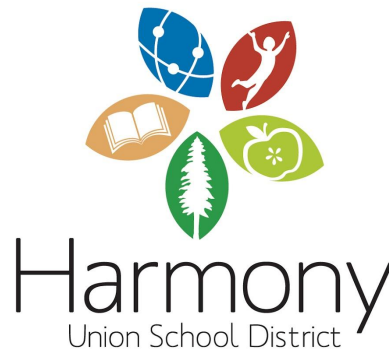


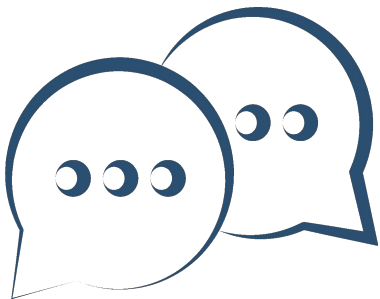
Youth Truth Presentation 2024-2025 Data

Harmony Union School District

Youth Truth

Student/Family/Staff Survey Data





Student Voice Matters

centers student experiences

Why gather feedback?

Informs Decision-Making

helps school leaders make data-driven decisions

Monitors School Climate

Tracks student perception of belonging, engagement, relationships, and safety

Improves Programs & Practices

Allows us to assess the impact of current initiatives



We heard from:
36 staff
95 parents/guardians*
128 students

- 167 respondents in 2024



Results



Two Kinds



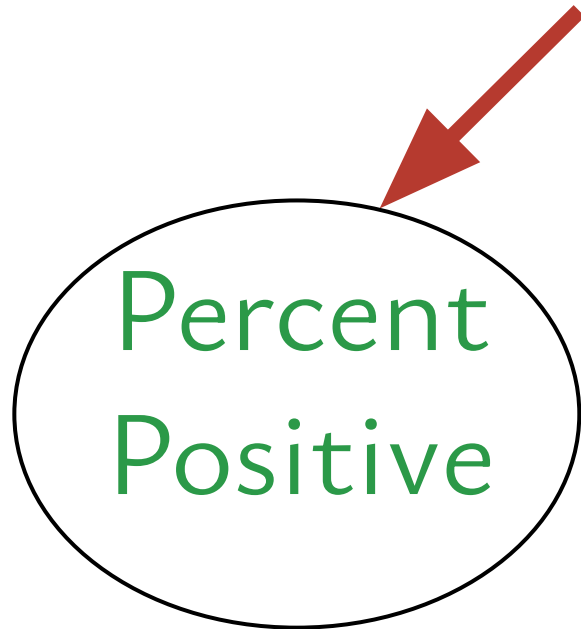
Percent
Positive



Percentile



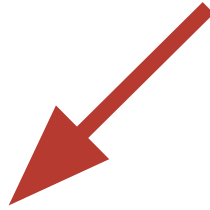
Two Kinds



Percentile



Two Kinds



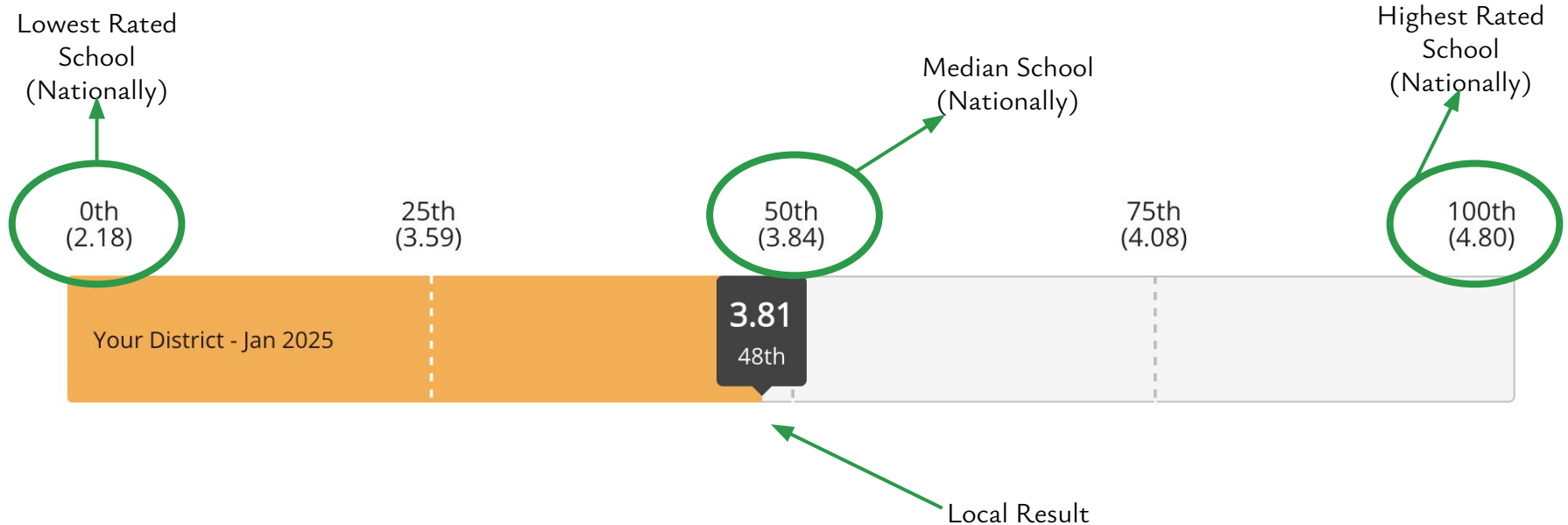
Percent
Positive



Percentile



Rebecca...what are we looking at??





Staff Survey

Staff Survey

highest-rated core survey themes are:

- Engagement
- Professional Development and Support

lowest-rated core survey themes are:

- Culture (Harmony ES)
- Relationship (SCS)
- School Safety

Staff Survey



Harmony Elem (10)

Core Factors

View Subgroup

Key Measures

Trend Data ?

Average Rating ?

Percentile Rank ?

Engagement



4.44



Culture



3.57



Relationships



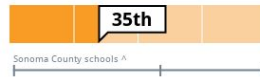
4.07



School Safety



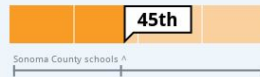
3.77



Professional Development & Support



3.70



Salmon Creek (26)

Core Factors

View Subgroup

Key Measures

Trend Data ?

Average Rating ?

Percentile Rank ?

Engagement



4.08



Culture



3.62



Relationships



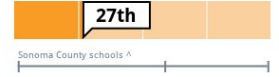
3.95



School Safety



3.67



Professional Development & Support



3.63



Staff Survey



Harmony Elem (10)

Percent Positive Response (Answer of 3.5 - 5)			
	2023	2024	2025
Engagement	100	88	100
Culture	60	62	60
Relationships	100	88	100
School Safety	60	62	70
Professional Development & Support	20	50	40

Salmon Creek (26)

Percent Positive Response (Answer of 3.5 - 5)			
	2023	2024	2025
Engagement	90	67	81
Culture	40	42	54
Relationships	82	83	72
School Safety	60	58	58
Professional Development & Support	20	8	50

Engagement



- My school empowers me to use creativity in how I do my work.
- **I am proud of my school.**
- **My job makes good use of my skills and abilities.**
- I feel that my work contributes to the goals of my school.
- I feel that my work at my school is valued.
- **I understand my school's goals.**
- I feel empowered to play a meaningful role in decision-making at my school.
- My work gives me a feeling of personal accomplishment.

Culture



- **Information about school policies is disseminated to staff clearly.**
- Discipline in this school is fair.
- My school communicates a clear direction for the future.
- I feel informed about important decisions regarding my school.
- My school is managed effectively.
- **My school sets high expectations for students.**
- **My school creates a positive work environment.**
- My school runs smoothly.
- **My school's employees are committed to the success of our school.**
- My school's policies are administered fairly and consistently.

Relationships



- Staff and families care about each other.
- My school is cooperative and team-oriented.
- Staff treat each other with respect.
- **Teachers in my school work together to improve instructional practice.**
- Staff treat families with respect.
- Staff treat administrators with respect.
- **Families treat staff with respect.**
- Staff and students care about each other.
- Administrators treat staff with respect.
- Staff and administrators care about each other.
- I feel comfortable approaching the administration if I need help solving a problem.
- Students treat staff with respect.
- Staff treat students with respect.
- **I feel comfortable approaching other staff members if I need help solving a problem.**

School Safety



- Students are safe from bullying at my school.
- During school, there are clear rules for students against hurting other people (for example, bullying, hitting, or pushing).
- I feel safe from harm during school
- Adults at my school try to stop bullying and harassment.
- Students are safe from violence at my school.

Professional Development & Support



- **I have the necessary resources to do my job well.**
- The feedback I receive from my colleagues helps me improve my work.
- My professional development over the last year has been closely connected with my school's priorities.
- I have opportunities to learn at work.
- **I receive regular feedback from my supervisors.**
- I receive regular feedback from my colleagues.
- The feedback I receive from my supervisors helps me improve my work.
- I have opportunities to grow professionally at work.
- I have access to meaningful professional development.
- My professional development over the last year has provided me with content support.
- My professional development over the last year has provided me with teaching strategies to better meet my students' needs
- My school supports me in implementing what I have learned in professional development
- My school encourages me to seek professional development opportunities to improve my practice



Family Survey

Family Survey

highest-rated core survey themes are:

- Engagement
- Communication & Feedback

lowest-rated core survey themes are:

- Culture
- Relationships

Family Survey

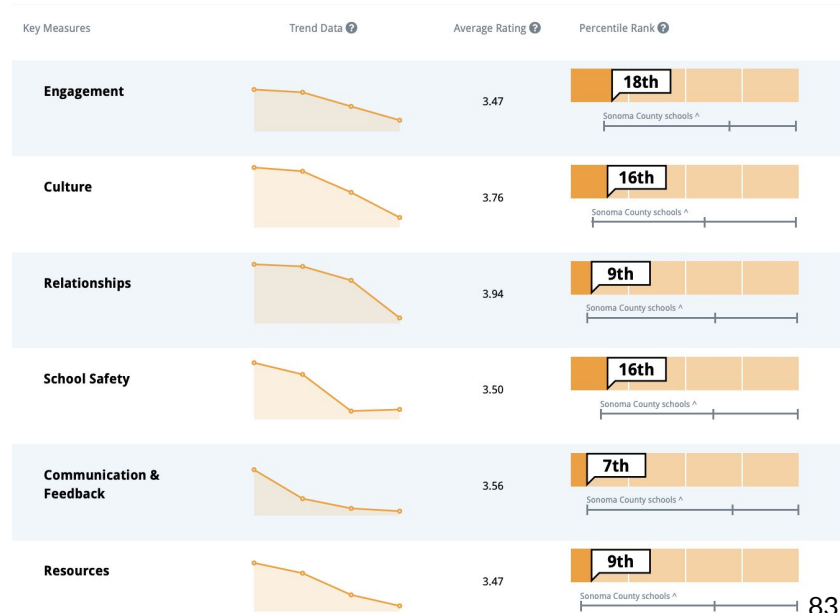
Percentiles



Harmony Elem (55)



Salmon Creek (40)



Family Survey

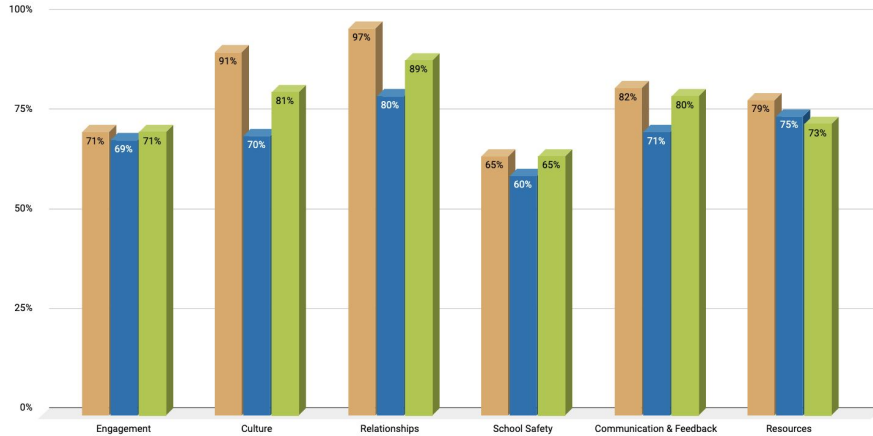
Percent Positive



Harmony Elem (55)

Family Survey
Percent Positive

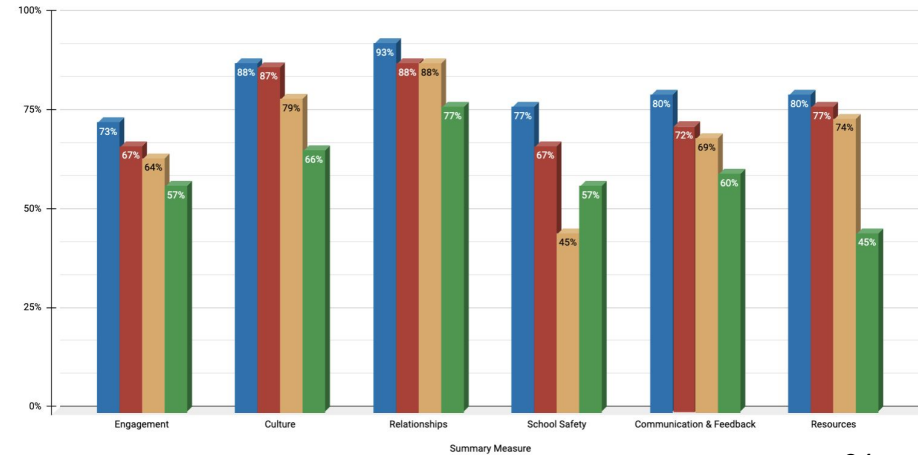
Jan 2023 Jan 2025 Typical Sonoma County school ^



Salmon Creek (40)

Family Survey ~ Salmon Creek
Percent Positive

May 2022 Jan 2023 Jan 2024 Jan 2025



Engagement



- **Parent/family members are included in planning school activities.**
- **I feel engaged with my school.**
- I feel represented by parent/family groups (for example, Parent-Teacher Association, School Site Councils, Advisory Councils, etc.) at my school.
- **I feel empowered to play a meaningful role in decision-making at my school.**
- I feel informed about important decisions regarding my school.

Culture



- I am proud of my school.
- My school runs smoothly.
- I feel valued by my school.
- My school creates a friendly environment.
- **My school's policies are administered fairly and consistently.**
- **I believe in my school's mission.**
- Discipline in this school is fair.
- My school respects people from different backgrounds (for example, people of different races, ethnicities, and genders).

Relationships



- Teachers treat families with respect.
- **Families and teachers care about each other.**
- Teachers and students care about each other.
- **I feel comfortable approaching the school administration about my concerns.**
- School administrators treat families with respect.
- **I feel comfortable approaching teachers about my child's progress.**

School Safety



- **My child's learning environment is safe.**
- **My child is safe from bullying during school.**
- My child is safe from violence at school.
- I feel safe from harm at my child's school.

Communication & Feedback



- I receive information about what my child should learn and be able to do.
- I receive regular feedback about my child's progress.
- Teachers clearly communicate expectations for my child's progress.

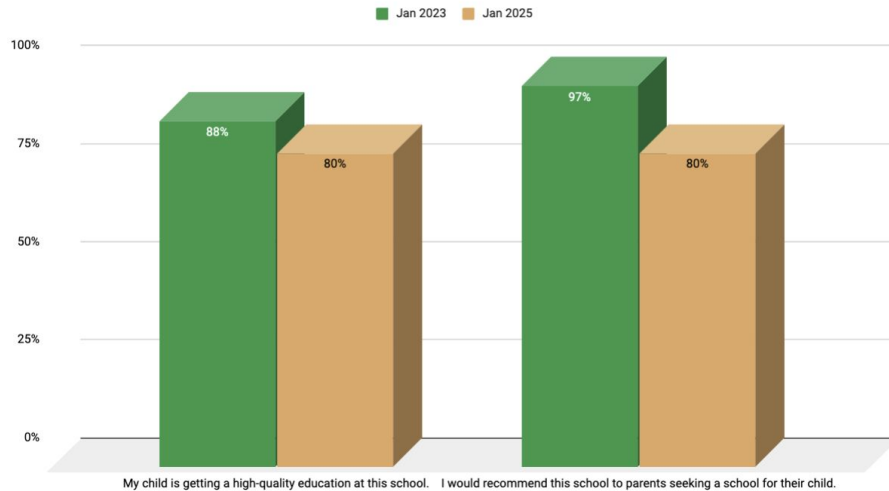
Family Survey

Percent Positive



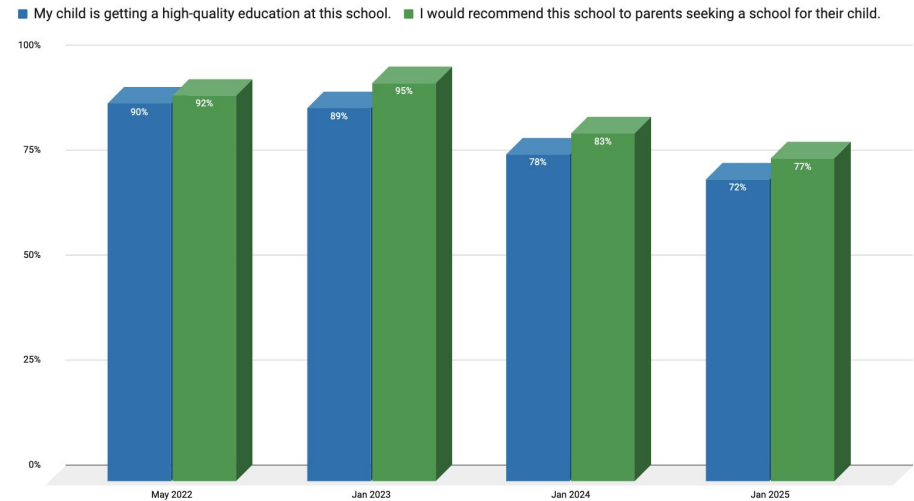
Harmony Elem (55)

Family Survey ~ Harmony Elementary



Salmon Creek (40)

Family Survey ~ Salmon Creek





Student Survey

Student Survey Core Themes: **Elementary School**

-  | Engagement
-  | Relationships
-  | Culture
-  | Academic Challenge
-  | Instructional Methods
-  | Belonging



Student Survey Core Themes: **Middle School**

- 📚 | Engagement
- 📚 | Academic Challenge
- 📚 | Culture
- 📚 | Obstacles to Learning
- 📚 | Belonging & Peer Collaboration
- 📚 | Relationships



Student Survey

3rd-5th Graders:

highest-rated core survey themes are:

- Culture
- Engagement

lowest-rated core survey themes are:

- Relationships
- Academic Challenge

6th-8th Graders:

highest-rated core survey themes are:

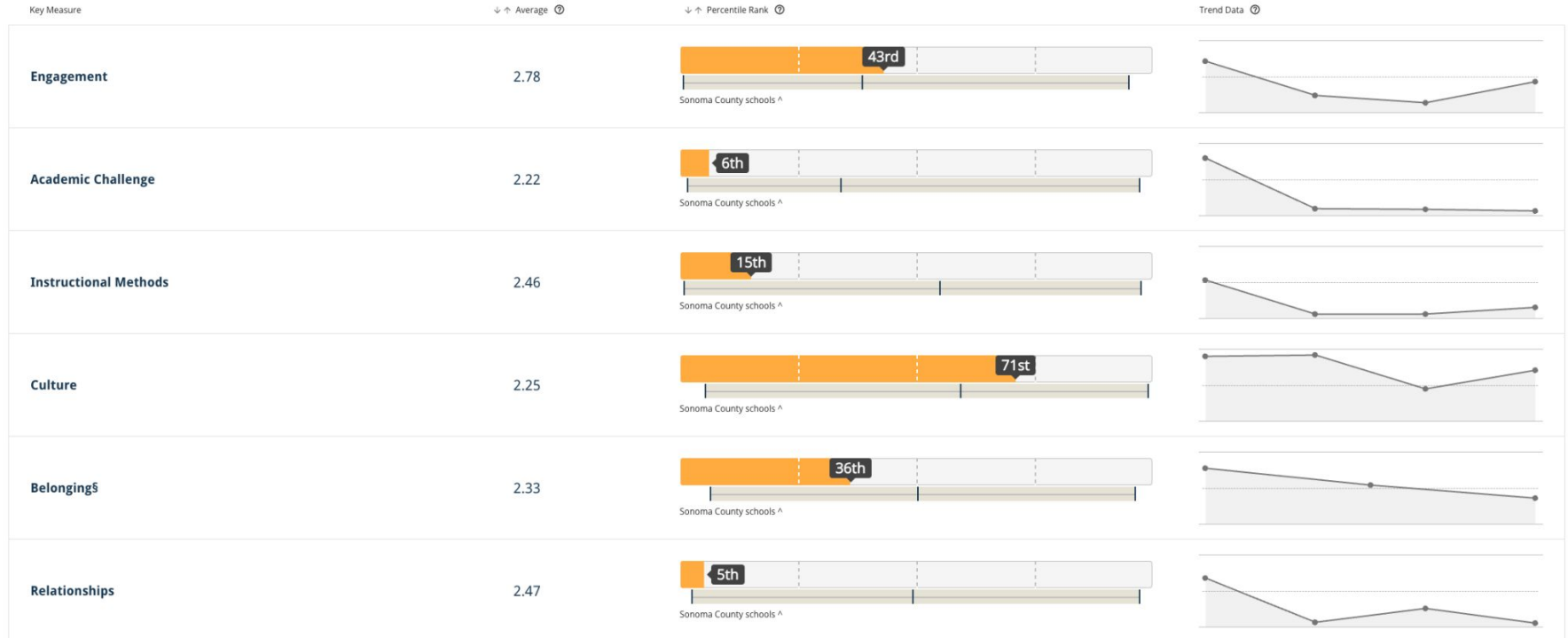
- Belonging & Peer Collaboration
- Relationships

lowest-rated core survey themes are:

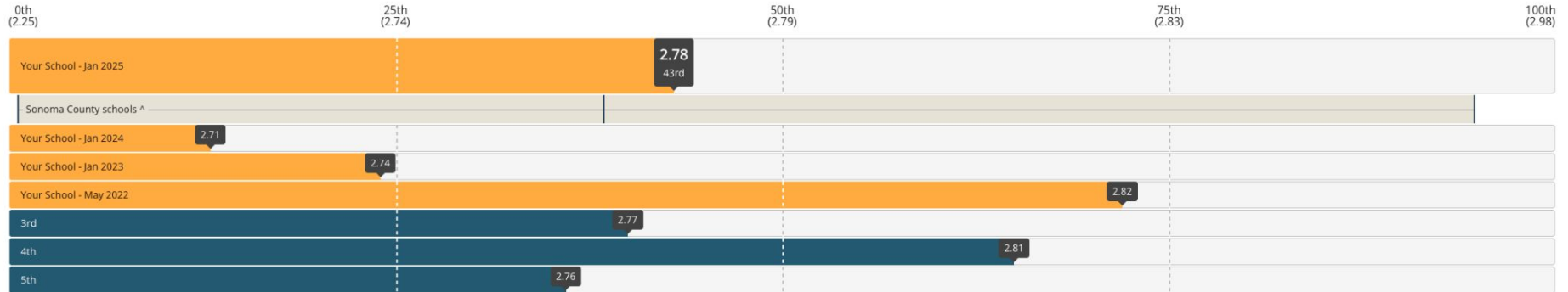
- Engagement
- Culture

Student Survey

3rd-5th Grades



Student Survey *Engagement*



Student Survey

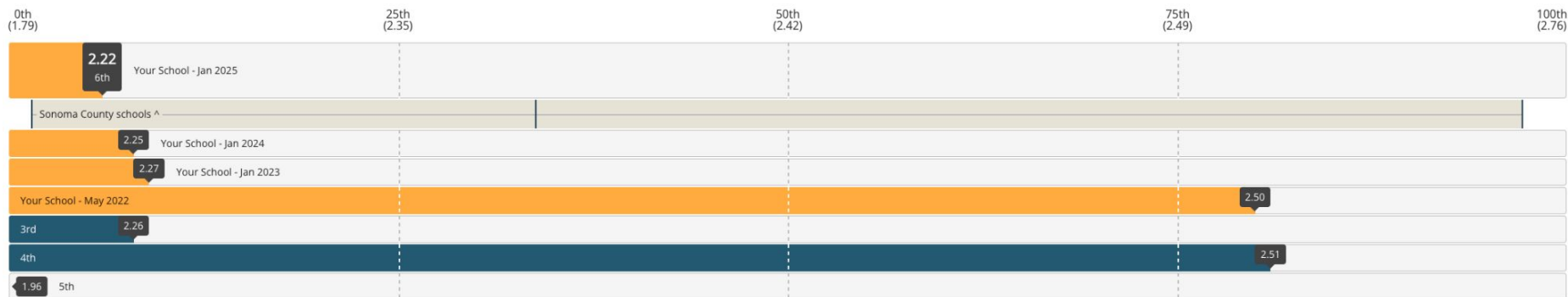
Engagement



- Does your teacher want you to do your best?
- Does your teacher ask you to keep trying when the work gets hard?
- Do you think your teacher wants you to work your hardest?
- Do you like going to school?

Student Survey

Academic Challenge



Student Survey

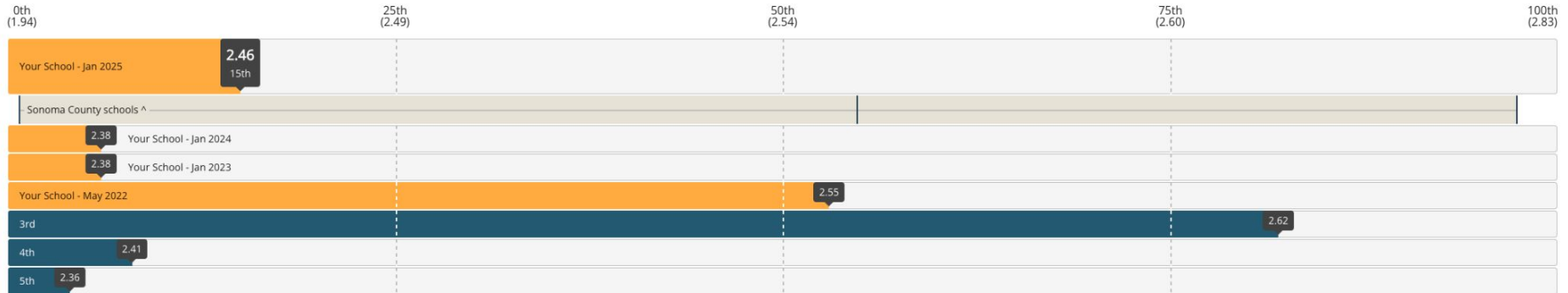
Academic Challenge



- Do you learn interesting things in school?
- Does what you learn in school help you in your life?
- Does your schoolwork make you really think?

Student Survey

Instructional Methods



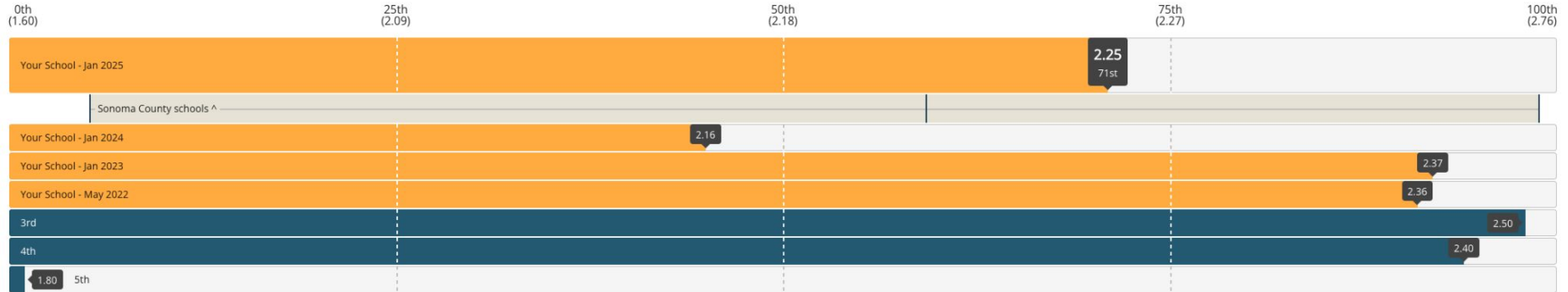
Student Survey

Instructional Methods



- When you make a mistake, does your teacher help you correct it?
- Does your teacher let you explain your ideas?
- Does your teacher ask you if you understand what you are learning?
- Does your teacher tell you that you can do well if you try?
- Does your teacher ask you to show your work?

Student Survey *Culture*



Student Survey

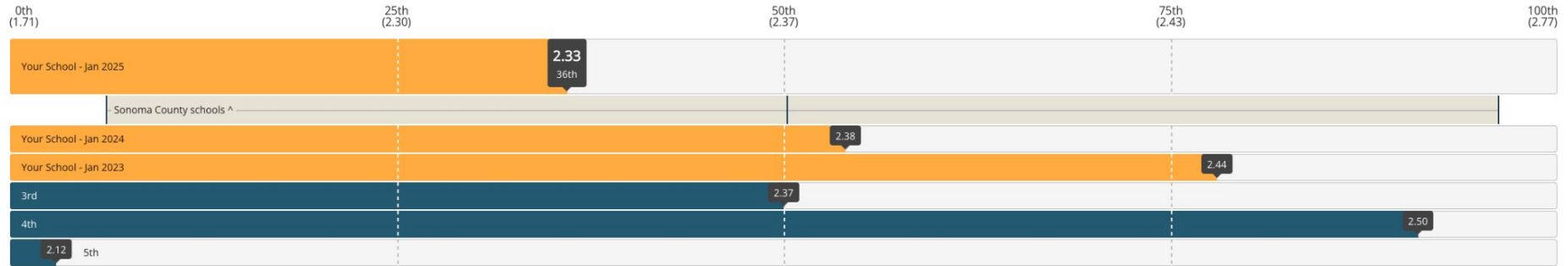
Culture



- Do students stay busy in class?
- **Do students behave in class?**
- **Do students from your class treat the teacher with respect?**

Student Survey

Belonging



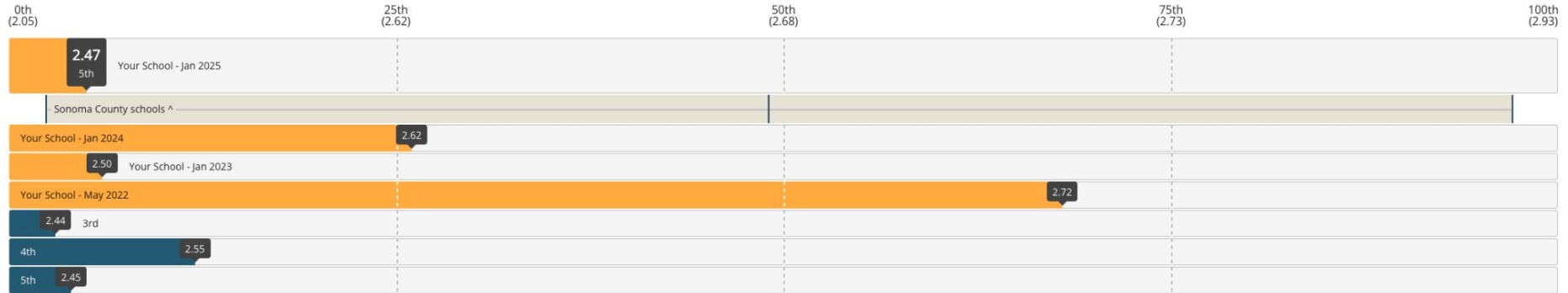
Student Survey

Belonging



- **Can you be yourself with other students?**
- Are students friendly to you?
- **Do you feel like an important part of your school?**
- Do you feel safe at school?
- Has anyone bullied you at school in the last year? *(if respondent answers yes, questions about: how they were bullied, the reason they think they were bullied, and who they told about it)*

Student Survey *Relationships*



Student Survey

Relationships



- Does your teacher give you extra help if you need it?
- **Do you like how your teacher treats you when you need help?**
- Do you think your teacher cares about you?
- **Is your teacher fair to you?**
- Does your teacher treat you with respect?
- Does your teacher ask you about your life outside of school?
- When you are upset, is there an adult from school you can talk to?

Student Survey

In Their Own Words ~ Improvements



People calling names

Homework and fractions

Messing around in class and it makes me lose focus

Some rules: can't go on the field when its wet; only 1 person on the slide; can't climb all over the big toy

Too much talk about feelings

Students don't always listen and they blurt out

School hurts my brain.

Classmates are kinda rude and not nice

Students talk in class and talk over the teacher

Kids put their mouth on the water fountains

Student Survey

In Their Own Words ~ Strengths



Showing me things
in different ways like
saying our opinion;
helping me see it in a
different way

Learn about many
different things

Cookies from the
kitchen

My class is really kind
and caring. On the
playground everyone is
really kind

Teachers help figure
out math when I
need help

If I don't want to do
my work, my teacher
says that I can do it
and then helps me
finish it.

The forest

Teachers let students
explain things

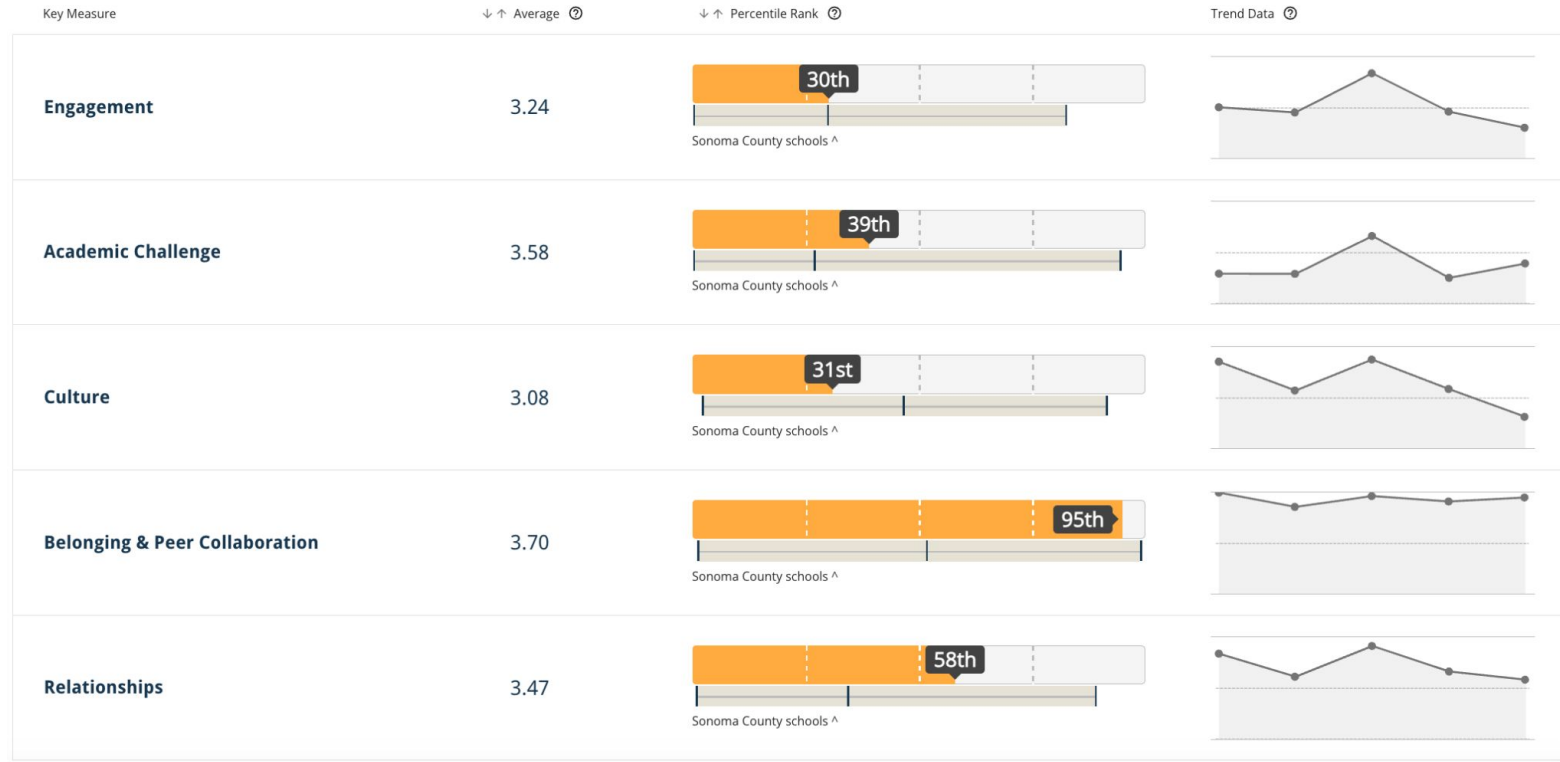
Lets us learn things in a fun
way

Teachers tell us that we have to try our best and it does
not have to be perfect

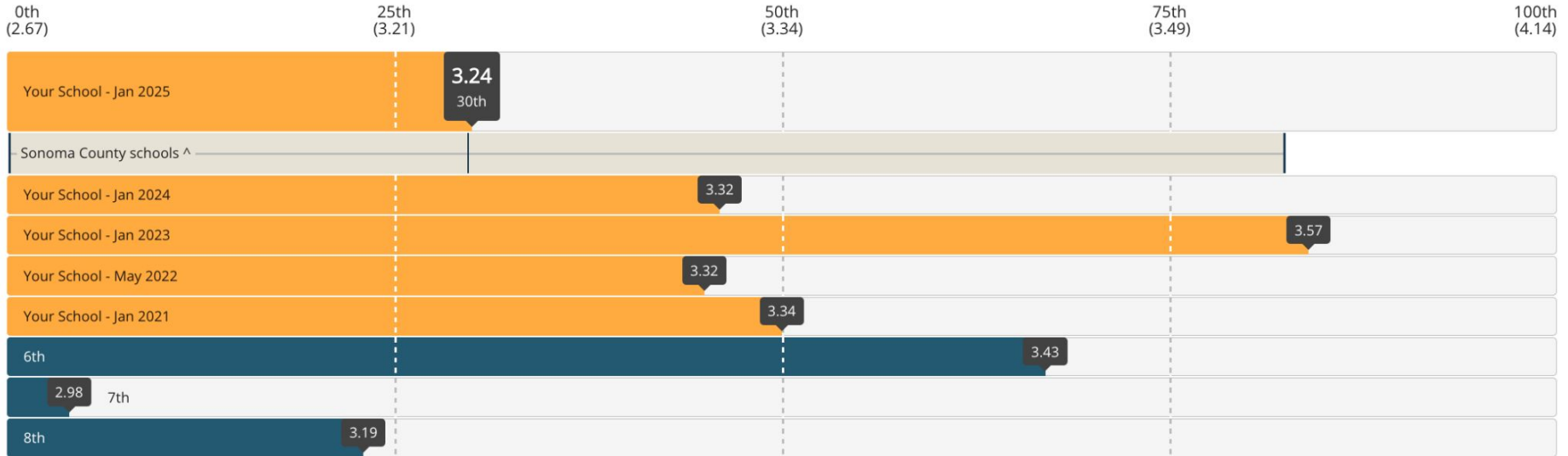
My big buddy

Student Survey

6th-8th Grades



Student Survey *Engagement*



Student Survey

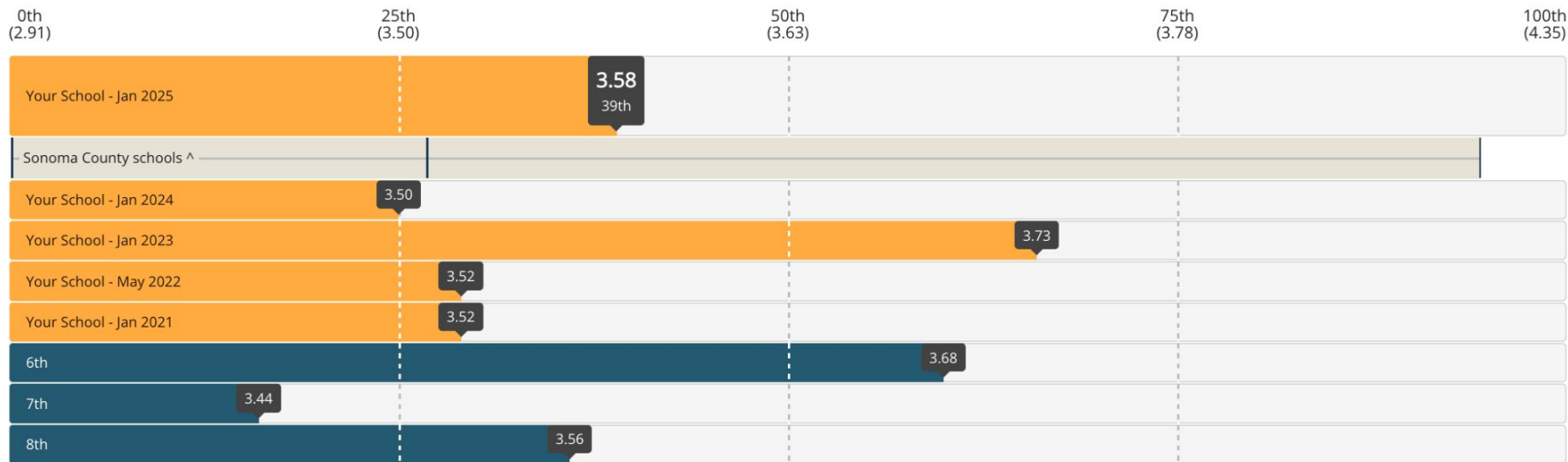
Engagement



- What I learn in class helps me outside of school.
- **I take pride in my schoolwork.**
- **I enjoy school most of the time.**
- My teachers' expectations make me want to do my best.
- I try to do my best in school.
- I am getting a high-quality education at this school.
- I am able to motivate myself to do schoolwork.
- I am able to focus on my schoolwork.
- I am able to create goals for my own learning (For example, which skills to improve).

Student Survey

Academic Challenge



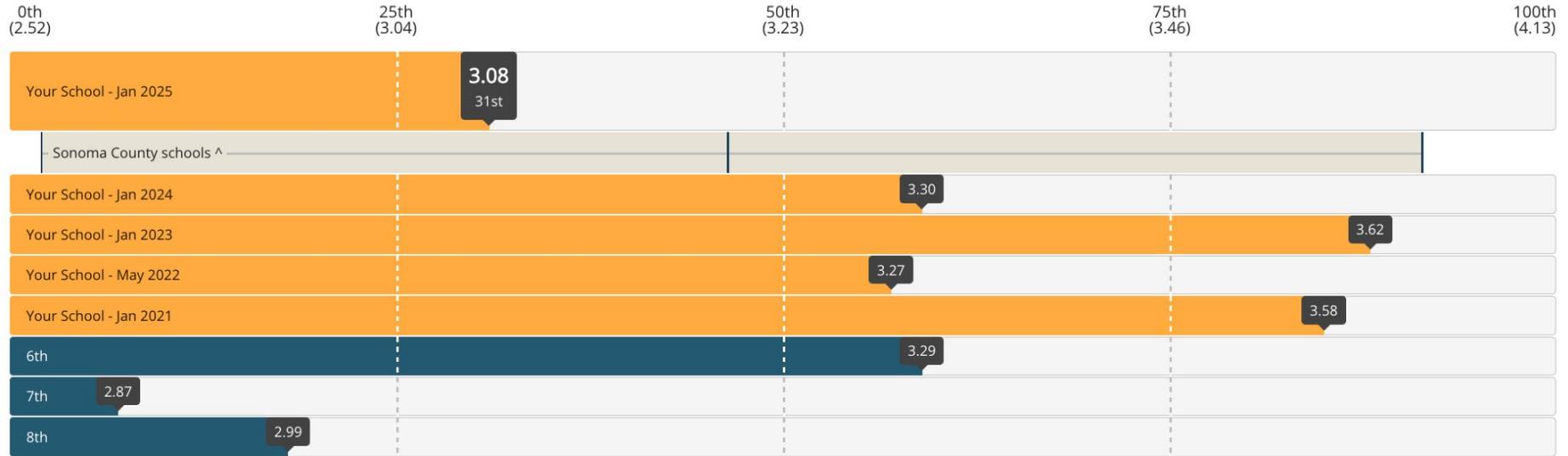
Student Survey

Academic Challenge



- My teachers explain things in a way that I understand.
- The work that I do for my classes makes me really think.
- **My teachers give me assignments that really help me learn.**
- **In order to get a good grade, I have to work hard in my classes.**
- I feel like I will be ready for high school classes when I finish middle school.
- In most of my classes, we learn a lot almost every day.
- Most of my teachers don't let people give up when the work gets hard.
- In most of my classes, we learn to correct our mistakes.
- Most of my teachers want me to explain my answers – why I think what I think.
- Most of my teachers want us to use our thinking skills, not just memorize things.
- Do you want to go to college one day?

Student Survey Culture



Student Survey

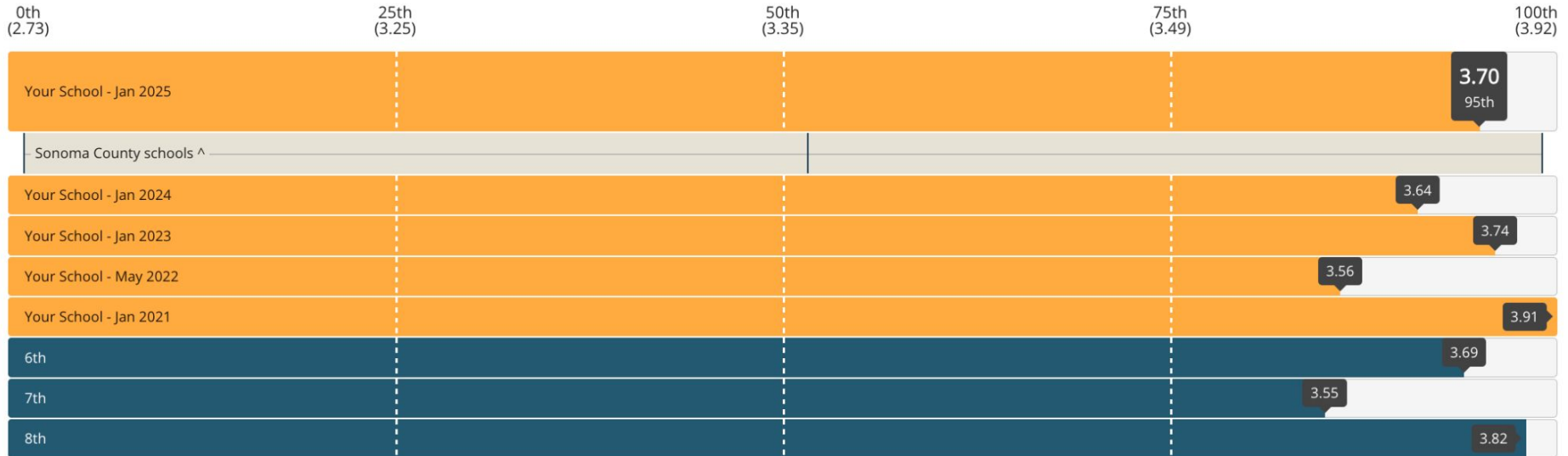
Culture



- Discipline in this school is fair.
- I think my classmates want to do well in school.
- Adults from my school treat students with respect.
- Students from my school treat adults with respect.
- Adults in my school respect people from different backgrounds (for example, people of different races, ethnicities, and genders).
- I feel safe during school.[§]
- Are you part of school clubs, teams, or other groups (sports, music, art, etc.)?
- Outside of school, are you part of clubs, sports, teams, church/religious activities, or other groups?

Student Survey

Belonging & Peer Collaboration



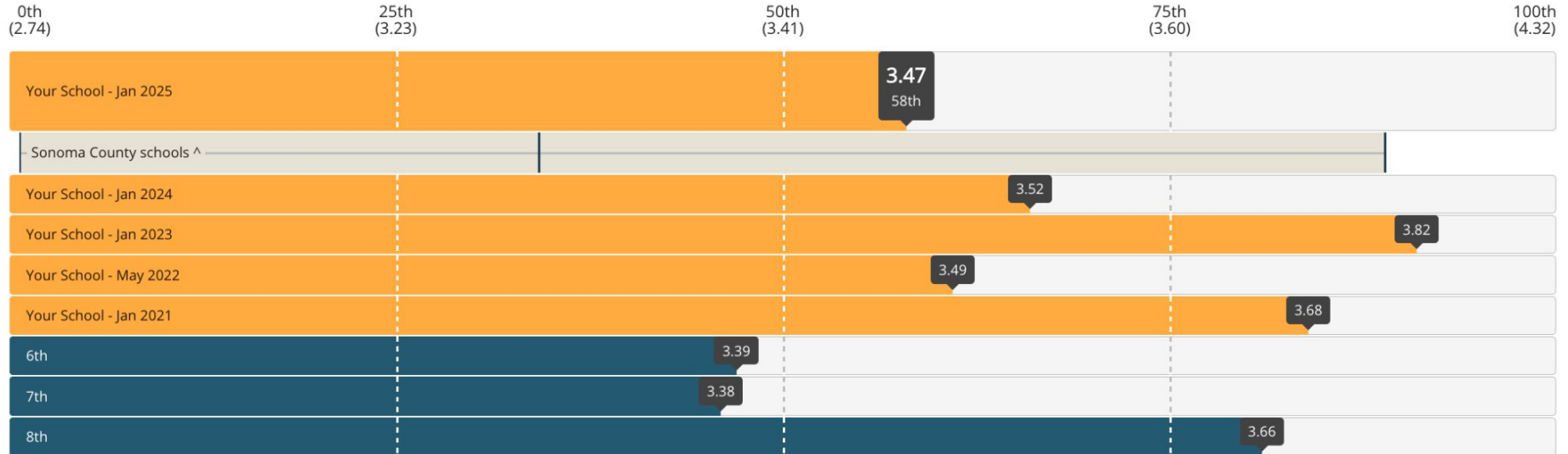
Student Survey

Belonging & Peer Collaboration



- **I can usually be myself around other students.**
- Most students are friendly to me.
- **I really feel like a part of my school's community.**
- How often do you work with other students for your classes...
 - ...because your teachers ask or tell you to?
 - ...even when your teacher doesn't ask or tell you to?
- In the past year, have other students bullied or harassed you? *(If a respondent answered yes; asks in what way; why they think it happened; and who they told)*

Student Survey Relationships



Student Survey

Relationships



- How many of your teachers...
 - ...are willing to give extra help on schoolwork if you need it?
 - **...try to understand what your life is like outside of school?**
 - ...are not just satisfied if you pass, they care if you're really learning?
 - ...believe that you can get a good grade if you try?
 - **...try to be fair?**
 - ...connect what you're learning in class with your life outside of school?
- Is there an adult from school who would be willing to help you with a personal problem?
- When I'm feeling upset, stressed, or having problems, there is an adult from school who I can talk to about it.

Student Survey

In Their Own Words ~ Improvements



Kids could promote more achievement.
They can also be very rowdy.

Kids disrupt each other's
learning and sometimes
make fun to the teacher
trying to stop them.

Discipline is not correctly given to
students - some get in trouble for
nothing and others don't get in
trouble even when they should.

People say racial slurs and offensive
words

I love everything about my
school but sometimes
students are mean

People are very clique-y in this
school

They do not really focus on getting you
ready for high school a lot compared to
actual middle schools.

Give us interesting work and
real life things instead of a
bunch of packets.

Student Survey

In Their Own Words ~ Strengths



My teachers care about me and support me

They are willing to listen to anything

There is a teacher here that is for the specific purpose of listening to what you have to say

Our teacher does not tell us just to answer a question, but to be able to argue to support your answer.

The school inspires me to do my best by telling me to never give up or keep on going and work hard and try.

I like that I can be myself around my teachers and peers and not be judged

I like my math and science classes. They really push me to learn.

Teachers are always there when you need them. Some of these adults or teachers are like family.

My teacher has taught me well to go into high school.

I feel safe around my teacher and I can talk to them

I have a lot of opportunities to work and write and do my favorite things.

My school really promotes writing talents. As well as, math and science.

Next Steps



Follow up action: continue to deep dive the data

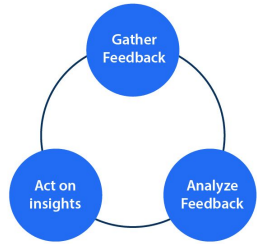


Follow up action: review data with staff



Follow up action: make changes / plan for next year

2025 Highlights



Middle School Enrichment Wheel

- *student choice*
- *additional options*
- *no required classes*



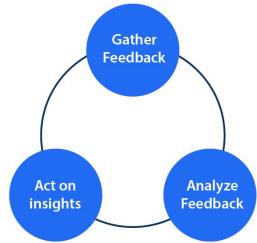
Middle School Advisory

- *rotation of topics*
- *allows for high school/college/career development*
- *topics driven by student choice*

Student Council -> Leadership

- *transitioning towards more of a leadership model*
- *empower students to be leaders on campus*
- *create more student-led opportunities and initiatives*

2025 Highlights



Safe School Ambassadors

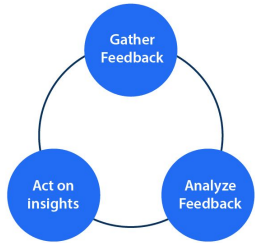
- *trained students in 5th-8th grade*
- *meet weekly to practice skills*
- *create posters for campus*
- *provides leadership opportunities*
- *learn about mistreatment and how to interrupt it*

Mr. Nettell and Cooperative Adventures

- *engage in increasingly difficult challenges as a class*
- *learn about perseverance, teamwork, and cooperation*
- *engages students in creative thought and problem-solving*
- *visited 5th, 7th, and 8th grades (6th coming soon!)*



2025 Highlights



Counseling Self-Referral

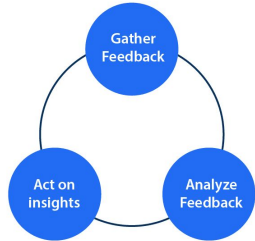
- *students in grades 5-8 can self-refer*
- *google classroom for counseling*

Expanded Counseling Services

- *SCOE services continued (every other week)*
- *intern 2 days per week*
- *additional groups and individual services offered*



2025 Highlights



Black Oak Counseling Classroom

- *open since January for recess daily, some lunches, and clubs*
- *serves as counseling office for both individual and small group counseling*
- *able to offer large group counseling*
- *SSA meeting location (~35 students)*
- *advisory location (11-12 students)*
- *student advisor*
- *regulation space*
- *working towards RAMP designation next year*

134 students served regularly this year (about 60%)




Thank you!

YouthTruthSurvey.org



9. H. Midyear LCAP Report

Supporting Documents

 2025_LCAP_Mid-Year_Monitoring_Report_for_the_2024-25_LCAP_Harmony_Union_School_Distr...



Monitoring Goals, Actions, and Resources for the 2024-25 Local Control and Accountability Plan (LCAP)

This template is intended for internal monitoring purposes only. The 2024-25 LCAP template and instructions should be consulted when completing required documents.

(6) (A) The superintendent of the school district shall present a report on the annual update to the local control and accountability plan and the local control funding formula budget overview for parents on or before February 28 of each year at a regularly scheduled meeting of the governing board of the school district. (B) The report shall include both of the following: (i) All available midyear outcome data related to metrics identified in the current year's local control and accountability plan. (ii) All available midyear expenditure and implementation data on all actions identified in the current year's local control and accountability plan.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Harmony Union School District & Salmon Creek School A Charter	Matthew Morgan Superintendent/Principal	mmorgan@harmonyusd.org 707-874-1205

Goal 1

Goal Description

EQUITY IN OPPORTUNITY AND ACCESS

Provide an exceptional education for our students through a highly skilled faculty and staff, rich curriculum, exemplary facilities, and active community partner engagement.

Expected Annual Measurable Objectives

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
1.1	Percentage of Staff teaching according to credential designation [Priority 2 Implementation of State Standards]	100%			100%	100%
1.2	Williams inventory report [Priority 1 Student Access to Instructional Materials]	100%			100%	100%
1.3	Annual FIT Survey [Priority 1 Student Access to Instructional Materials]	Good in all areas			Fair	Good in all areas
1.4	School Connectedness & Engagement: Perspective of Families Youth Truth Survey Family Engagement Summary Measure (Percentile)	Grades TK-1 Percentile Rank: 72 Grades 2-5 Percentile Rank: 43 Grades 6-8 Percentile Rank: 93			Grades TK-1 Percentile Rank: 46 Grades 2-8 Percentile Rank: 18	Grades TK-1 Percentile Rank: >84 Grades 2-5 Percentile Rank: >69 Grades 6-8 Percentile Rank: >94
1.5	Implementation of academic content standards including EL access to CA standards including ELD standards as measured by self reflection tool	100%. All students have access to CCSS including ELD standards as measured by local reflection tool			100%. All students have access to CCSS including ELD standards as measured by local reflection tool	100%. All students have access to CCSS including ELD standards as measured by local reflection tool

Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-Year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
1.1	Highly Qualified Staff	No	Fully Implemented	100%	Position Control	\$2,500,340.00	

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-Year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	Hire and support the professional development and collaboration of experienced, skilled and properly assigned staff						
1.2	Universal and ready access to equipment and materials Provide quality, CCSS articulated curriculum materials, seamless technology integration and appropriate equipment/materials for staff/students	No	Fully Implemented	100%	Purchase Orders	\$100,600.00	
1.3	Library Access Provide ready access to well equipped and staffed school library	No	Fully Implemented	6.5 hours, volume increase	Audit	\$35,000.00	
1.4	School Facility Maintenance and Improvements Maintain facility at high level of function, invest funding for facilities improvements with specific emphasis on preserving and expanding accessibility for all community members	No	Partially Implemented	FIT Survey FAIR spring 25, HVAC replacement/bond	budget	\$181,500.00	
1.5	Parent and Partner Engagement Facilitate remote access to important community meetings for parents/community member unable to attend in person, provision of teleconference software and equipment, implement advanced notification system/website/school app, childcare for parent conferences and parent meetings	Yes	Fully Implemented	100% synchronous broadcast Board Meeting, full school day during conference weeks	Aeries parent Portal, Parent Square	\$9,500.00	

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-Year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures

Goal 2

Goal Description

ACADEMIC PROFICIENCY FOR ALL STUDENTS

Provide cohesive, responsive and effective supports for students to reach proficiency in reading, writing, math and other foundational disciplines. [Focus Goal]

Expected Annual Measurable Objectives

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
2.1	Academic Challenge: Perspective of Students Youth Truth Survey Student Academic Challenge Summary Measure (Percentile)	Grades 3-5 Percentile Rank: 5 Grades 6-8:Percentile Rank: 26			Grades 3-5 Percentile Rank: 6 Grades 6-8:Percentile Rank: 39	Grades 3-5 Percentile Rank: >50 Grades 6-8:Percentile Rank: >61
2.2	School Resources: Perspective of Families Youth Truth Survey Resources Summary Measure for Family Measure (Percentile)	Grades TK-1 Percentile Rank: 72 Grades 2-5 Percentile Rank: 28 Grades 6-8 Percentile Rank: 85			Grades TK-1 Percentile Rank: 35 Grades 2-8 Percentile Rank: 9	Grades TK-1 Percentile Rank: >84 Grades 2-5 Percentile Rank: >61 Grades 6-8 Percentile Rank: >90
2.3	Longitudinal Reading Proficiency Data, Percent of students at grade level	85% at grade level for grades 1-4			77% at grade level for grades 1-4	100%
2.4	CAASPP performance in ELA CDE Dashboard	Green Performance, 40 pts above standard			Assessments will take in place in the Spring 2025. Data due June 2025	Blue Performance
2.5	CAASPP performance in ELA CDE Dashboard, Low Socio-Economic Group	Schoolwide 30 pts above, low Socio Economic 3pts below			Assessments will take in place in the Spring 2025. Data due June 2025	Demographic group at parity
2.6	CAASPP performance in Math CDE Dashboard	CDE Dashboard: Yellow Performance, 1.5 pts above standard school wide			Assessments will take in place in the Spring 2025. Data due June 2025	Blue Performance

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
2.7	CAASPP performance in Math CDE Dashboard, Low Socio-Economic Group	1.5 pts above standard school wide, 30 pts below for low socio-economic			Assessments will take in place in the Spring 2025. Data due June 2025	Demographic group at parity
2.8	Suspension Rate	1.5% of students suspended In current year			2.2% of students suspended in current year	<0.5% of students suspended in current year
2.9	% of English learners making progress towards English proficiency	Based on 2018-2019 data: 100% of students made progress as measured by ELPAC testing			Measurable data not significant	100%
2.10	Reclassification rate	33%			None (24/25)	50%
2.11	Implementation of Academic Content Standards: Percent of teachers reporting full implementation of CA Content Standards (disaggregated by ELD, ELA, math, science, social science)	No prior data			100%	100%
2.12	EL access to CA standard including ELD standards: Percent of of ELD students with access to CA Content Standards Percent of of ELD students with access to ELD Standards	CA Content Standards 100% CA ELD Standards 100%			Measurable data not significant	100%
2.13	Access to/ enrollment in a broad course of study: Percent of students enrolled in ELA, math, Social Science, Science, PE/Health, and Music	100%			100%	100%
2.14	Access to/ enrollment in programs/ services developed and provided to unduplicated pupils and individuals with exceptional needs: Percentage of students participating in expanded learning programs as percent of target demographic population of unduplicated students, and students with IEPs	Unduplicated Students: 100% IEP Students: 100%			Unduplicated Students: 100% IEP Students: 100%	Unduplicated Students: 100% IEP Students: 100%

Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-Year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
2.1	Curriculum Articulation Facilitate collaboration time for teachers to review curriculum implementations for ELA, Math, Science, Social Science, PBL, Music, and PE. Publish articulation guides at completion.	No	Partially Implemented	Articulations incomplete	Master schedule	\$100,000.00	
2.2	Academic Coaching Teams MTSS Tier 1 Implement in-class push in supports via workshop model, additional paraprofessional staff, curriculum materials, training, and master schedule articulation.	Yes	Fully Implemented	ELA ACT in grades K-3, Math ACT in grade 1-3	Master schedule, SRT tracking sheet	\$153,500.00	
2.3	Targeted Intervention MTSS Tier 2 Intervention Teacher and Paraprofessional team supporting 1:1 and small group pull outs to supplement push in supports in tier 1.5 for ELA/Math	Yes	Fully Implemented	Grades K-8 serviced	SRT tracking sheet	\$67,000.00	
2.4	After School Tutoring Provide 1 hour daily after school tutorial services via homework club and aftercare for grades. Additional staffing to support increased group sizes	Yes	Fully Implemented	Scheduled M-F. average 10 attendees daily		\$12,500.00	
2.5	MTSS Student Resource Team Staff time dedicated to constant identification, monitoring and provision of wrap around services to ensure all students experiencing	Yes	Fully Implemented	Twice weekly meetings, 5 staff members	ongoing agenda	\$41,500.00	

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-Year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	academic, social/emotional or personal struggle are provided support. Staff include Counselor, Admin, Intervention Team, CSI Support is integrated in the MTSS resource team.						

Goal 3

Goal Description

EXPANSIVE LIBERAL ARTS EDUCATION

Provide a diverse, practical, inspiring, and balanced educational experience for lifelong personal fulfillment, curiosity, empowerment and leadership in their community [Broad Goal]

Expected Annual Measurable Objectives

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
3.1	Enrichment (Music, Drama, Art, PBL) instruction minutes per week per grade	135 Minutes			Music minutes per week TK: 0, K: 60, 1st-8th: 135	135 Minutes
3.2	Connectedness & Engagement: Perspective of Students Youth Truth Survey Student Engagement Summary Measure (Percentile)	Grades 3-5 Percentile Rank: 12 Grades 6-8 Percentile Rank: 43			Grades 3-5 Percentile Rank: 43 Grades 6-8 Percentile Rank: 30	Grades 3-5 Percentile Rank: >54 Grades 6-8 Percentile Rank: >69
3.3	Percent of IEP students schedules that include general education enrichment courses	100%			100%	100%
3.4	Concert and Drama production performances per grade per year (average for each grade)	2			Drama for 7th/8th: 1 Concerts average of 3-4	5

Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-Year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
3.1	Place Based Learning Program PBL professional development for teachers including common planning time for curriculum development and strategic scope and sequence. Specialized PBL programming for students including courses/units on gardening and	No	Partially Implemented	Fall and Spring Trimester scheduled enrichment wheel, PBL committee presented to staff,	master schedule	\$35,125.00	

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-Year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	farming, environmental stewardship, natural history, and community service. Field Trips and Special presentations on PBL topics/activities PBL club for students and families to extend learning and community engagement in program elements Interpretive and artistic installations advancing PBL goals			environmental field trips			
3.2	Music & Arts Program Provision of comprehensive music education for all students K-8. Art activities and courses for grades K-8. . Instruments, equipment & materials purchases, FTE Staffing	No	Partially Implemented	Music K:2/wk, 1-8: 3/wk, art activities for all grade levels during festivals	master schedule	\$95,200.00	

Goal 4

Goal Description

WELL-BEING OF STUDENTS AND COMMUNITY

Provide a safe, welcoming, healthy, and vibrant environment for students, staff and families that supports and sustains their personal growth, collaboration and contribution. [Focus Goal]

Expected Annual Measurable Objectives

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
4.1	Instructional Methods: Perspective of Students Youth Truth Survey Student Instructional Methods Summary Measure (Percentile)	Grades 3-5 Percentile Rank: 4			Grades 3-5 Percentile Rank: 15	Grades 3-5 Percentile Rank: >50
4.2	Academic Challenge: Perspective of Students Youth Truth Survey Student Academic Challenge Summary Measure (Percentile)	Grades 3-5 Percentile Rank: 5 Grades 6-8: Percentile Rank: 26			Grades 3-5 Percentile Rank: 6 Grades 6-8: Percentile Rank: 39	Grades 3-5 Percentile Rank: >50 Grades 6-8: Percentile Rank: >61
4.3	Connectedness & Engagement: Perspective of Students Youth Truth Survey Student Engagement Summary Measure (Percentile)	Grades 3-5 Percentile Rank: 12 Grades 6-8 Percentile Rank: 43			Grades 3-5 Percentile Rank: 43 Grades 6-8: Percentile Rank: 30	Grades 3-5 Percentile Rank: >54 Grades 6-8 Percentile Rank: >69
4.4	School Culture: Perspective of Students Youth Truth Survey Student Culture Summary Measure (Percentile)	Grades 3-5 Percentile Rank: 45 Grades 6-8 Percentile Rank: 57			Grades 3-5 Percentile Rank: 71 Grades 6-8: Percentile Rank: 31	Grades 3-5 Percentile Rank: >70 Grades 6-8 Percentile Rank: >76
4.5	School Relationships: Perspective of Students Youth Truth Survey Student Relationships Summary Measure (Percentile)	Grades 3-5 Percentile Rank: 24 Grades 6-8 Percentile Rank: 63			Grades 3-5 Percentile Rank: 5 Grades 6-8: Percentile Rank: 58	Grades 3-5 Percentile Rank: >60 Grades 6-8 Percentile Rank: >79

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
4.6	School Belonging: Perspective of Students Youth Truth Survey Student Belonging and Peer Collaboration Summary Measure (Percentile)	Grades 3-5 Percentile Rank: 59 Grades 6-8 Percentile Rank: 92			Grades 3-5 Percentile Rank: 36 Grades 6-8: Percentile Rank: 95	Grades 3-5 Percentile Rank: >77 Grades 6-8 Percentile Rank: >90
4.7	School Safety: Perspective of Students Youth Truth Survey Emotional and Mental Health Students Summary Measure (Percentile)	Grades 3-5 Percentile Rank: 44 Grades 6-8 Percentile Rank: 28			YouthTruth Survey deleted subsection from 2025 survey, no data available.	Grades 3-5 Percentile Rank: >70 Grades 6-8 Percentile Rank: >70
4.8	School Safety: Perspective of Students Youth Truth Survey Grades 3-5 Belonging Sub Question "Do you feel safe at school" Grades 6-8 Culture Sub Question "I Feel Safe During School" Students Measure (Percentile)	Grades 3-5 Percentile Rank: 17 Grades 6-8 Percentile Rank: 71			Grades 3-5 Percentile Rank: 31 Grades 6-8: Percentile Rank: 82	Grades 3-5 Percentile Rank: >56 Grades 6-8 Percentile Rank: >83
4.9	School Connectedness: Perspective of Staff Youth Truth Survey Staff Engagement Summary Measure (Percentile)	Grades TK-1 Percentile Rank: 57 Grades 2-5 Percentile Rank: 17 Grades 6-8 Percentile Rank: 57			Grades TK-1 Percentile Rank: 92 Grades 2-8 Percentile Rank: 50	Grades TK-1 Percentile Rank: >76 Grades 2-5 Percentile Rank: >56 Grades 6-8 Percentile Rank: >76
4.10	School Safety: Perspective of Staff Youth Truth Survey Safety Summary Measure for Staff (Percentile)	Grades TK-1 Percentile Rank: 27 Grades 2-5 Percentile Rank: 29 Grades 6-8 Percentile Rank: 36			Grades TK-1 Percentile Rank: 35 Grades 2-8 Percentile Rank: 27	Grades TK-1 Percentile Rank: >61 Grades 2-5 Percentile Rank: >62 Grades 6-8 Percentile Rank: >66
4.11	Relationships: Perspective of Staff Youth Truth Survey Staff Relationships Summary Measure (Percentile)	Grades TK-1 Percentile Rank: 20 Grades 2-5 Percentile Rank: 24 Grades 6-8 Percentile Rank: 46			Grades TK-1 Percentile Rank: 41 Grades 2-8 Percentile Rank: 24	Grades TK-1 Percentile Rank: >58 Grades 2-5 Percentile Rank: >60 Grades 6-8 Percentile Rank: >71

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
4.12	Professional Development and Support: Perspective of Staff Youth Truth Survey Staff Professional Development and Support Summary Measure (Percentile)	Grades TK-1 Percentile Rank: 15 Grades 2-5 Percentile Rank: 1 Grades 6-8 Percentile Rank: 40			Grades TK-1 Percentile Rank: 44 Grades 2-8 Percentile Rank: 35	Grades TK-1 Percentile Rank: >55 Grades 2-5 Percentile Rank: >48 Grades 6-8 Percentile Rank: >68
4.13	Culture: Perspective of Staff Youth Truth Survey Staff Culture Summary Measure (Percentile)	Grades TK-1 Percentile Rank: 30 Grades 2-5 Percentile Rank: 10 Grades 6-8 Percentile Rank: 24			Grades TK-1 Percentile Rank: 24 Grades 2-8 Percentile Rank: 28	Grades TK-1 Percentile Rank: >63 Grades 2-5 Percentile Rank: >53 Grades 6-8 Percentile Rank: >60
4.14	School Connectedness & Engagement: Perspective of Families Youth Truth Survey Family Engagement Summary Measure (Percentile)	Grades TK-1 Percentile Rank: 72 Grades 2-5 Percentile Rank: 43 Grades 6-8 Percentile Rank: 93			Grades TK-1 Percentile Rank: 46 Grades 2-8 Percentile Rank: 18	Grades TK-1 Percentile Rank: >84 Grades 2-5 Percentile Rank: >69 Grades 6-8 Percentile Rank: >94
4.15	School Relationships: Perspective of Families Youth Truth Survey Family Relationships Summary Measure (Percentile)	Grades TK-1 Percentile Rank: 97 Grades 2-5 Percentile Rank: 72 Grades 6-8 Percentile Rank: 99			Grades TK-1 Percentile Rank: 28 Grades 2-8 Percentile Rank: 9	Grades TK-1 Percentile Rank: >95 Grades 2-5 Percentile Rank: >84 Grades 6-8 Percentile Rank: >95
4.16	School Culture: Perspective of Families Youth Truth Survey Family Culture Summary Measure (Percentile)	Grades TK-1 Percentile Rank: 87 Grades 2-5 Percentile Rank: 60 Grades 6-8 Percentile Rank: 94			Grades TK-1 Percentile Rank: 25 Grades 2-8 Percentile Rank: 16	Grades TK-1 Percentile Rank: >91 Grades 2-5 Percentile Rank: >78 Grades 6-8 Percentile Rank: >95
4.17	School Communications: Perspective of Families Youth Truth Survey Family Communications Summary Measure (Percentile)	Grades TK-1 Percentile Rank: 57 Grades 2-5 Percentile Rank: 13 Grades 6-8 Percentile Rank: 73			Grades TK-1 Percentile Rank: 42 Grades 2-8 Percentile Rank: 7	Grades TK-1 Percentile Rank: >76 Grades 2-5 Percentile Rank: >54 Grades 6-8 Percentile Rank: >84

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
4.18	School Safety: Perspective of Families Youth Truth Survey Safety Summary Measure for Family Measure (Percentile)	Grades TK-1 Percentile Rank: 72 Grades 2-5 Percentile Rank: 17 Grades 6-8 Percentile Rank: 92			Grades TK-1 Percentile Rank: 28 Grades 2-8 Percentile Rank: 16	Grades TK-1 Percentile Rank: >84 Grades 2-5 Percentile Rank: >56 Grades 6-8 Percentile Rank: >94
4.19	School Resources: Perspective of Families Youth Truth Survey Resources Summary Measure for Family Measure (Percentile)	Grades TK-1 Percentile Rank: 72 Grades 2-5 Percentile Rank: 28 Grades 6-8 Percentile Rank: 85			Grades TK-1 Percentile Rank: 35 Grades 2-8 Percentile Rank: 9	Grades TK-1 Percentile Rank: >84 Grades 2-5 Percentile Rank: >61 Grades 6-8 Percentile Rank: >90
4.20	Food Service: Percent of students offered free, locally produced meals including garden sourced ingredients	100%			100%	100%
4.21	Percent Students K-8 Participating in garden, food production, or culinary programs	70%			90%	100%
4.22	Student Attendance Rate (based on P2 Data)	Grades TK-1: 93.99% Grades 2-8: 93.55%			Grades TK-1: 91.4% Grades 2-8: 92.46%	Grades TK-1: 96% Grades 2-8: 96%
4.23	Chronic Absenteeism Rate	3%			25%	0%
4.24	Suspension Rate	1.5			2.2% of students suspended in current year	<0.5
4.25	Expulsion Rate	0%			0%	0%

Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-Year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
4.1	Schoolwide SEL and PBIS system Provide comprehensive SEL program including components for self regulation, executive	Yes	Partially Implemented	Second Step, SPOT, PBIS, Safe School Ambassadors,	schedule, achievement cards	\$200,000.00	

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-Year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	function, conflict resolution, diversity, inclusion, restorative practices and anti-bullying. <ul style="list-style-type: none"> • Instruction by teachers and counselors in class. • Curriculum including Second Step, Welcoming Schools and Safe School Ambassadors • Paraprofessional/Admin support for program during supervision. • Assistant Principal for behavior management, PBIS administration • Schoolwide PBIS elements including assemblies and honor program. • CSI program targeting attendance and student well-being. 						
4.2	Extracurricular Activities Extracurricular and student leadership activities provided at lunch or after school including student council, special interest clubs, and competitive league play athletics.	Yes	Partially Implemented	Mario, APT, LARP, Student Council, Drama, Athletics, Band, Choir	Schedule	\$41,500.00	
4.3	Community Engagement Program Curate a cohesive, articulated, multi-event community engagement program including major community gathering events throughout the seasonal calendar. Parent education opportunities to support families in the home.	Yes	Partially Implemented	Parenting classes, festivals, 5K, Welcome Dinner, Concerts, Play, Community Events	Schedule, Calendar	\$15,000.00	
4.4	Farm to Kitchen Program Provide locally sourced and produced healthy food service program for students. Provide adequate staffing and resourcing for	Yes	Fully Implemented	Average 160 meals per day, Gardening/Cooking class in	Menu, Schedule	\$120,000.00	

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-Year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	production and instructional garden. Provide gardening and culinary arts units for students.			grade K-6th twice a week, Farm to Table elective class in grade 7th and 8th 3x/wk			
4.5	Social Media, Cybersafety, Disinformation and Artificial Intelligence Education. Program development including cybercivics/social media and internet safety program for grades 4-8. Development of curriculum on critical thinking and protective analysis posed by developments in mass disinformation and artificial intelligence for grades TK-8	No	Partially Implemented	Advisory class in grades 7th and 8th once a week	Schedule	\$47,000.00	

Goal 5

Goal Description

Expected Annual Measurable Objectives

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
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Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-Year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
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Impact to the Budget Overview for Parents

Item	As adopted in Budget Overview for Parents	Mid-Year Update
Total LCFF Funds		
LCFF Supplemental/Concentration Grants	0	0

9. I. Harmony Utility Proposal for Bond

Quick Summary / Abstract

Discussion of proposal for utility for bond

Supporting Documents



Harmony Contract - Edits 04082025



Harmony Utilities Proposal - Edits 04082025

AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for architectural services (“Agreement”) is made and entered into by and between the Harmony Union School District (“District”) and Quattrocchi Kwok Architects, (“Architect”).

Whereas, the District proposes to undertake the construction of the projects described below which require the services of a duly qualified and licensed architect with expertise in the area of school construction;

Whereas, the Architect is licensed to practice architecture in the State of California (License No. 31640) and represents that the firm is qualified to provide the services required by the District; and

Whereas, this Agreement sets forth the terms and conditions for the provision of such services.

Now, therefore, it is hereby agreed:

1. AGREEMENT

District retains Architect to perform, and Architect agrees and undertakes to provide to District, for the consideration and upon the terms and conditions set forth below, the architectural services specified in this Agreement and those related services incidental thereto.

2. PROJECT DESCRIPTION AND SCHEDULE

a. Project Description: Architectural services shall be provided for the planning, development and new construction for the Harmony School Utility Upgrade Project (“Project”), which is described in **Exhibit A**, Project Description and Schedule, attached hereto and incorporated by this reference. The Project is located at 1935 Bohemian Highway Occidental, California.

b. Project Schedule: Included in Exhibit A is the Project Schedule indicating duration and milestone dates for key Project tasks. Architect shall perform services consistent with the Project Schedule as required by Paragraph 19, Time Schedule. Architect shall regularly report to District, not less frequently than once a month, and when the District requests, on actions required to meet milestone schedule dates and shall recommend further adjustments to the Project Schedule, if and when needed.

3. TERM OF AGREEMENT

The term of this Agreement begins with execution of the Agreement by the parties and ends upon completion of services under the Agreement, unless terminated sooner. Should none of the services stated herein be commenced within sixty (60) days from the date of execution, this Agreement is void.

4. COMPENSATION

As compensation for Architect's services, District shall pay Architect as follows:

a. Basic Services: For all "Basic Services," which are listed in Paragraph 5, below, and as specified in **Exhibit B**, Tasks and Responsibilities, attached hereto and incorporated by reference, the Architect shall receive compensation in an aggregate amount not to exceed the amount to be determined the parties in writing as the project scope and fees are established. **Exhibit C**, Compensation and Schedule of Hourly Billing Rates, is attached hereto and incorporated by reference.

b. Additional Services: For all "Additional Services," which are defined to mean authorized services in addition to the Basic Services, compensation shall be agreed upon by the parties in writing prior to performance of any such Additional Services by Architect, and may be a flat fee or hourly fee based on Architect's standard hourly rates, as set forth in Exhibit C, with necessary consultants at 1.10 times cost. Only the District's Superintendent may authorize Additional Services or changes to previously authorized Additional Services. Each such authorization must be in writing and shall be effective only after formal Board approval or ratification. Architect understands that no other District employees are authorized to order or approve either Additional Services or changes to previously authorized Additional Services. Failure of the Architect to secure proper authorization for Additional Services or changed services shall constitute a waiver of any and all right to adjustment in the contract price, and Architect shall not be entitled to compensation for any such unauthorized services.

c. Reimbursable Expenses: "Reimbursable Expenses" include expenses incurred by Architect and Architect's employees and consultants in the interest of the Project which fall within the categories listed below in this Paragraph 4.c. Payment of Reimbursable Expenses in excess of the total estimated reimbursable expenses set forth in Exhibit C is subject to prior written approval by District. Reimbursable expenses shall be itemized and presented monthly by Architect to District for payment upon approval. Reimbursable expenses shall be compensated at 1.10 times the actual cost of the expense as follows:

X Reasonable expenses for authorized travel in connection with the Project except for travel within the District or as otherwise agreed and set forth in writing in Exhibit C hereto.

 X Reasonable expense of interim and final reproductions, plotting, postage and handling of drawings, specifications and other Project documents including those for use of Architect and its consultants.

 X Long distance telephone expense related to the Project.

 X Actual and necessary agency or permit fees for the Project, if any, paid by Architect on behalf of District.

d. Payments: District shall pay Architect monthly, in arrears, as follows:

(1) Progress Payments: Payments for Basic Services shall be made monthly in proportion to services performed within each phase as reasonably determined by District up to the following amounts (or as otherwise agreed and set forth in writing in Exhibit C):

<u>Upon Completion Of</u>	<u>Percentage Of Total Fees</u>	<u>Cumulative Percentage Of Total Fees</u>
Schematic Design Phase	0	0
Design Development Phase	0	0
Construction Documents Phase	73	73
DSA Approval	02	75
Bid Phase	05	80
Construction Phase	15	95
DSA Close Out	05	100

(2) Additional Services: Payments for Additional Services shall be made monthly, proportionate to the degree of completion, or as the parties specify in writing when the services are authorized.

(3) Monthly Invoices and Payment. Architect shall submit a monthly invoice to the District which itemizes the services performed during the billing period, method of computation, and amount payable. Architect shall format the invoice in accordance with the reasonable instructions as the Business Manager of the District may deliver to Architect in order that each invoice clearly discloses, as the Business Manager may require, the following:

- (i) Identification of the phase of the work to which the item belongs;

- (ii) Any information the District may require in order to satisfy the requests and requirements of the District's auditor(s);
- (iii) Any itemization or information which the District requires in order to complete worksheets provided or required by the Office of Public School Construction and/or other governmental agencies with jurisdiction over the scope of work; and Architect shall be paid monthly in the usual course of District business after the invoice has been approved by District's authorized representative. Architect shall be paid for all undisputed amounts within thirty (30) days from receipt of approved invoice.

(4) **Payment Upon Termination:** If District terminates this Agreement at any time, with or without cause, Architect shall, upon notice of such termination, promptly cease all services. Architect's total fee for all services performed shall be computed to cover the services actually and satisfactorily performed to the date of such notice.

5. BASIC SERVICES

Architect's Basic Services shall consist of the following items and the items specified in Exhibit B hereto:

- a. **Schematic Design Phase:** Not used as part of this Project.
- b. **Design Development Phase:** Not used as part of this Project.
- c. **Construction Documents Phase:** From the approved design development documents, Architect shall prepare complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical systems and utility-service-connected equipment and site work, all for written approval by District. With assistance from the District, and using the forms approved by the District and by the District's legal counsel, Architect shall prepare the bidding information, bidding forms, and the construction contract documents. **Bid and contract forms and documents must be submitted to District's legal advisor for review and approval at least ten (10) working days prior to proposed publication or distribution.** Architect shall assist District in filing any documents needed for obtaining the approval of any governmental authorities or other agencies having jurisdiction over the Project. Architect shall include with the delivery of the final form of construction documents Architect's final statement of probable construction cost based on adjustments to previous estimates indicated by changes in requirements or general market conditions. When the Project involves a school building, Architect shall make best efforts to ensure that the construction documents receive all required DSA - approval prior to bidding and shall ensure that DSA approval is obtained prior to Board approval of the construction contract.

d. Bid Phase: Following District's approval of the construction documents and District's acceptance of Architect's final estimate of probable construction costs, Architect shall reproduce the plans, specifications and construction contract documents in the required number and assist District in dissemination of plans, specifications and construction contract documents among interested contractors; in obtaining bids, and in award and preparation of the construction contract and the notice to proceed. Architect shall schedule advertising and bidding sufficiently in advance of the regular meeting of District's Governing Board to allow time for any bid protest that may arise to be handled in conformance with the approved bid protest procedures.

e. Construction Phase: The construction phase shall begin upon award of the construction contract and shall end sixty (60) days after the filing of the Notice of Completion. During this phase, Architect shall:

(1) Provide general administration of the construction contract, coordinating such services with the District's construction manager as directed by District, if applicable.

(2) Advise and consult with and serve as representative of District in dealings with the contractor. Architect shall have authority to act for District to the extent provided in the construction contract. However, all change orders affecting price shall be approved or ratified by the Governing Board of the District.

(3) Provide general direction to any Project inspector employed by and responsible to District as required by applicable law.

(4) Assist the District to direct the contractor in the preparation of a set of drawings showing the exact location and depth of buried utility lines and any other subsurface structures (as-built dimensions) which Architect shall cause to be delivered to District upon completion of the Project.

(5) Visit the Project site at intervals appropriate to the stage of the contractor's operations in order to maintain familiarity with the progress of work and to determine in general that the contractor's work complies with the DSA approved plans and specifications and that the work, when fully completed, will be in accordance with the contract documents. Such visits and determinations are to be distinguished from the continuous inspection provided by a project inspector required by law for public school construction. Architect shall neither have control over nor charge of, nor be responsible for, the contractor's construction sequences or procedures nor for safety precautions and programs in connection with the contractor's work

(6) Make such regular oral and/or written reports as shall be required by District or by any other applicable reviewing or licensing agencies.

(7) Review schedules, shop drawings, samples and other submissions of the contractor for general compliance with design and the contract specifications and timely notify the contractor and District of matters which may affect the construction schedule.

(8) Promptly notify District in writing of deviations known or observed by Architect in the contractor's work or materials or both which do not conform to the contract documents. Upon instructions from the District representative, Architect shall reject any work or materials or both which do not so conform. Architect shall promptly inform District what further work, installation of conforming materials, or testing of proposed substitute materials, whichever may be applicable, may be required. Upon instructions from District representative, further work, conforming materials, or substitute materials, whichever may be applicable, shall be required of the contractor if determined by Architect to be necessary to carry out the intent and purposes of the contract documents and the project, based on Architect's reasonable professional judgment. Architect shall not be responsible for the contractor's failure to perform the work in accordance with the requirements of the contract documents. Architect shall be responsible for Architect's negligent acts, errors and omissions, but shall not have control over or charge of and shall not be responsible for the intentional acts, errors or omissions of the contractors, subcontractors, or their agents or employees, or of any other persons or entities performing portions of the construction work.

(9) Architect shall promptly notify District of any significant defect that an architect exercising reasonable professional judgment in the course of maintaining familiarity with the construction work would detect in materials, equipment, or workmanship which comes to Architect's attention and of any known or observed default by the contractor in the orderly and timely progression or prosecution of the work.

(10) Examine and verify the contractor's applications for payments including reviews of the status of the contractor's record drawings and approve the issuance of certificates for payment for work completed in the amount Architect determines is proper under the contract documents. Architect's approvals shall constitute representations to the District, based on the Architect's professional evaluation of the contractor's work and on the data comprising the contractor's applications for payment, that the contractor's work has progressed to the points indicated and that, to the best of Architect's professional knowledge, information and belief, the quality of the contractor's work is in accordance with the contract documents. Architect's approvals shall not be representations that Architect has (a) made exhaustive or continuous on-site inspections to check the quality or quantity of the contractor's work, (b) reviewed construction means, methods, techniques, sequences or procedures, (c) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by District to substantiate the contractor's rights to payment, or (d) ascertained how or for what

purpose the contractor has used money previously paid on account of their contract sums.

(11) Prepare and/or review any necessary change orders for approval by the contractor, District and all applicable governmental agencies, including review of the contractor's pricing requests.

(12) After notice and approval by District, Architect shall have authority to reject work that does not conform to the contract documents. Architect shall have authority to require inspection or testing of the work in accordance with the provisions of the contract documents, whether or not such work is fabricated, installed or completed. However, neither this authority of Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of Architect to the contractor, subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the work.

(13) Architect shall review and approve or take other appropriate action upon the contractor's submittals such as shop drawings, product data and samples, for the purpose of checking for conformance with information given and the design concept expressed in the contract documents. Architect shall respond to contractor's requests for information relating to the construction documents. Architect's action shall be taken with such reasonable promptness as to cause no delay in the contractor's work or in the activities of District or of separate contractors or subcontractors, while allowing sufficient time in Architect's professional judgment to permit adequate review. If at any time it appears that the time required for such review may result in a delay, Architect shall promptly notify District of the possibility of delay, and exercise best efforts to avoid or minimize such delay. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor as required by the contract documents. Architect's review shall not constitute approval of safety precautions nor, unless otherwise specifically stated by Architect, of construction means, methods, techniques, sequences or procedures. Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(14) Architect shall interpret and attempt to resolve matters concerning performance of District and the contractor under the requirements of the contract documents on written request of either District or the contractor. Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. Interpretations and decisions of Architect shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in writing or in the form of drawings.

(15) District shall require each contractor to provide District with record drawings indicating the location and size of all underground or imbedded construction and utility connections or other subsurface structures or installations not covered in the original drawings, change orders, supplemental drawings, or shop drawings. District shall require the contractor to record such construction on reproducible drawings furnished to the contractor by District. Architect shall review the contractor's completed record drawings for general completeness based on Architect's site visits. Such a review by Architect shall not relieve the contractor of its responsibility for the accuracy or completeness of the information recorded.

(16) Provide a color schedule of all finished materials in the project for District's review and approval.

(17) Make final detailed on-site review of the work with representatives of District and contractor, including preparation of punch list.

(18) Collect from contractor and deliver to District all written guarantees, warranties, instruction books, diagrams, charts and as-built drawings as defined in the bid documents which are required of and assembled by contractor.

(19) Determine the date of final completion based on full completion of all punch list items and all requirements of the Project contract, and issue Architect's certificate of completion and final certificate for payment.

f. Post-construction Phase: After completion of Construction Phase services, Architect shall be available for reasonable consultation relating to the Project and the plans drawn by Architect and any disputes related thereto. At the request of the District, Architect shall provide to the District a written detailed analysis of Contractor claims as they relate to the plans and specifications. Architect shall attend meetings, at the request of District, relating to: completion of any punch list or lists; any claim by the contractor or any subcontractor of extra work or delay due to the plans, alleged design flaws, alleged insufficient drawings, or the construction contract administration by Architect; or any other matter germane to the completion of the Project over which Architect had general or specific control or responsibility. Architect shall assist District in compiling information necessary for Project closeout and, if applicable, shall promptly take all necessary steps, within the Architect's control, to obtain a DSA closeout letter for the Project. Services after notice of completion that are not covered by this subparagraph shall be compensated as Additional Services.

g. Responsibility for Construction Costs:

(1) District's budget for the Project may include a contingency of ten percent (10 %) over and above any estimate of construction cost or evaluation prepared or agreed to by Architect

(2) Evaluation of District's budget for the Project, preliminary estimates of the probable construction cost and any updated estimates of the probable construction cost prepared by Architect represent Architect's best judgment as a design professional familiar with the construction industry. The parties recognize, however, that neither Architect nor District has control over the cost of labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from District's budget for the Project or from any estimate of construction costs or evaluation prepared or agreed to by Architect.

(3) In preparing estimates of construction cost, the Architect shall include reasonable contingencies for design, bidding and price escalation as agreed to by the District.

(4) If bidding or negotiating has not commenced within sixty (60) days after Architect submits the construction documents to District, following review and approval by District's legal counsel, any Project budget shall be adjusted to reflect changes, if any, in the general level of prices in the construction industry.

(5) Should the lowest responsible bid received exceed Architect's final estimate of probable construction costs as accepted by District by more than ten percent (10%), District may:

- (a) award the contract and proceed with the Project;
- (b) authorize rebidding of the Project within a reasonable time;
- (c) cancel the Project and terminate this Agreement in accordance with Paragraph 13; or
- (d) direct Architect to revise the Project scope and quality as required to reduce the construction cost.

(6) If District chooses to proceed under item 5(d) above, Architect shall as part of Basic Services make any changes in plans and specifications necessary to bring new bids within ten percent (10%) of such estimated cost. The modification of the contract documents shall be the limit of Architect's responsibility arising out of the estimate of probable construction cost. Architect shall be entitled to compensation in accordance with this Agreement for all services satisfactorily performed to date whether or not the Construction Phase is commenced.

(7) If the lowest responsible bid exceeds the final estimate of probable construction cost by less than 10% and District chooses to require revising the Project scope and quality to reduce the construction cost, Architect's services to make such revisions shall be compensated as Additional Services.

h. Consultants and Staff: District and Architect agree that the professional services under this Agreement require adequate staffing and continuity of qualified people. All key staff listed below have been approved by District and Architect and may not be changed without prior written approval of the District except when such staff cease to work for Architect. If District finds the performance of an approved individual not acceptable, District shall notify Architect who shall then take necessary corrective action. If unable to correct performance to District's satisfaction, Architect shall make appropriate staffing changes acceptable to the District.

<u>Position</u>	<u>Individual</u>	<u>Firm</u>
Principal in charge	Kevin Chapin	QKA
Project Designer	Juliano Sorondo	QKA
Principal Engineer, Structural	Chris Warner	ZFA
Principal Engineer, Mechanical	Chris Del Core	Costa
Principal Engineer, Electrical	Pieter Colenbrander	OM&M

(1) All engineers and experts and consultants employed by Architect not listed herein shall be approved in writing in advance by District prior to their engagement. Architect shall supervise and shall be responsible for the work of consultants hired by Architect. Architect shall confer and cooperate with landscape architects, educational planners, and other professional consultants employed by District.

(2) Architect shall require each engineer and consultant listed above, prior to commencing any services relating to the Project, to provide District with evidence that each such engineer or consultant has in effect a policy of comprehensive general liability insurance, with the same limits, endorsements and requirements as specified in Paragraph 9 of this Agreement.

(3) Architect, as part of the Basic Services, shall furnish, at Architect's own expense, all draftsmen and clerical personnel necessary to perform the services described herein.

(4) Architect shall promptly notify District of reassignment or replacement of engineers, consultants and experts specified above. Architect shall also notify District of staff changes of all other key personnel working on the Project.

i. Modifications: Architect shall not make modifications to plans, designs or specifications which would increase the size or scope of the project or which would increase the probable cost of construction, without the prior express written instruction of District. Before performing any substantial work on any modification or change in design, plans or specifications, Architect shall notify District in writing of the amount of any increase in the

probable cost of construction due to any such proposed modification or change. To the extent required, Architect shall obtain DSA approval for the modification.

j. Consultation: Architect shall consult as necessary with representatives of District and with representatives of any funding, licensing, or reviewing agencies or organizations concerned in the Project throughout the planning and construction of the Project and the post-construction phase noted above.

6. ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT

The following services are not included in the Basic Services. These services shall be provided by Architect if authorized in writing by District, and shall be compensated as Additional Services.

- a. Analyses of District's needs, and programming requirements of the Project .
- b. Financial feasibility or other special studies.
- c. Planning surveys, site evaluations, environmental studies or comparative studies of prospective sites that are identified by the parties in writing as Additional Services.
- d. Design services relative to future facilities, systems and equipment that are not intended to be constructed as part of the Project or as later phases related to the Project.
- e. Services to investigate existing conditions or facilities or to make measured drawings thereof, or to revise or verify the accuracy of drawings or other information furnished by District.
- f. Detailed quantity surveys or inventories of material, equipment and labor.
- g. Services required for or in connection with the selection of furniture and furnishing or equipment or articles not included in the construction contract.
- h. Services for planning tenant or rental spaces. Preparing contract documents required in connection with temporary housing during or related to construction.
- i. Revisions to drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given or are due to causes beyond the control of Architect.
- j. Preparing supporting data and other services such as extra drawings, estimates, studies, correspondence and presentations in connection with change orders if the change in the basic compensation resulting from the adjusted contract sum is not commensurate with the services required of Architect.

k. Investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by District.

l. Consultation concerning replacement of any work damaged by fire or other cause during construction.

m. Professional services made necessary by the failure of performance, termination or default of the contractor or a subcontractor or by major defects in the work of the contractor or a subcontractor in the performance of the construction contract except as provided in paragraph 5(f).

n. Preparing a set of reproducible record prints of drawings showing significant changes in the work made during the construction process, based on marked-up prints, drawings and other data furnished by the contractor to Architect.

o. Ongoing services if the agreed upon initial construction schedule is exceeded by more than thirty (30) days through no fault of the Architect.

p. As requested by the District in writing, preparing to serve or serving as an expert witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, that does not pertain in any way to Architect's services under this Agreement.

q. Any other services not otherwise included in this Agreement and not customarily furnished in accordance with generally accepted architectural practice.

r. Preparation time and materials for presentation to community for all required community meetings in excess of four, excluding District board meetings.

s. Drawings and documents required for the demolition process if not part of the Project.

t. Services for the following disciplines: detailed cost estimating, acoustical engineering, signage and graphics (other than for code-required signage), energy management, food service, off-site civil engineering, and security engineering.

u. Special presentation models, renderings or mock-ups.

v. Changes to previously prepared documents other than those changes for which Architect should have reasonably foreseen, due to enactment or revisions of codes, laws or regulations or changes in official interpretations.

w. Seeking variances or changes to agency guidelines on behalf of District when so directed by District.

x. Formal value engineering and detailed life-cycle cost analyses beyond those normally provided or required to meet the approved construction budget.

y. Preparation of design and documentation for alternate bid or proposal requests by District when not required to meet the approved construction budget.

z. Preparing District-generated addenda during the Bidding Phase other than those needed to clarify the construction documents.

aa. Assistance with environmental and EIR studies other than those which would normally be required to complete Architect's Basic Services

bb. Coordination of construction performed by District's own forces or coordination in connection with equipment supplied by District and not reflected within the contractor's construction costs.

cc. Providing assistance in the utilization of any equipment or system such as preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

dd. Services related to furniture, furnishings, equipment or other articles incorporated in to the construction documents by Architect and not included in the construction contract.

ee. Services related to manufactured relocatable buildings specified or coordinated by Architect and not included in the construction contract.

ff. If the Project is suspended by District for more than ninety (90) consecutive days through no fault of Architect, the parties shall negotiate equitable adjustment to Architect's compensation due to such suspension.

7. RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

a. Make available to Architect all necessary data and information concerning the purposes and requirements of the Project, including realistic scheduling and budget limitations and a program which sets forth District's objectives, space requirements and relationships, site requirements, facilities standards, special equipment and systems.

b. Upon Architect's request, furnish Architect with a survey in an electronic CADD format approved by Architect of the Project site prepared by a registered surveyor or civil engineer which shall indicate legal limitations, existing structures, land features, improvements, sewer, water, gas, electrical and utility lines and locations including inverts and depths, topographical information and boundary dimensions of the site, and provide a soils investigation report, if required by law, and a geological report.

- c. Pay all fees required by any reviewing or licensing agency.
- d. Designate one or more representatives authorized to act as liaison between Architect and District in the administration of this Agreement and the construction contract.
- e. Furnish at District expense the services of any Project inspector agreed to or required by law.
- f. Review all documents submitted by Architect and notify Architect of decisions thereon within a reasonable time after submission.
- g. Issue any orders to contractors through Architect or with notice to Architect.
- h. Notify Architect in writing of any deficiencies in material or workmanship becoming apparent to the District during the contractor's guarantee period.
- i. Retain a testing service for materials testing and inspection as required by the Department of General Services, Division of State Architect, Office of Regulatory Services, Title 24 of the California Code of Regulations, and the Uniform Building Code with California.
- j. Provide copies of floor plans of existing buildings to be remodeled, if applicable and if available.

8. INDEMNITY

To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, Architect shall defend, hold harmless, and indemnify the District, its Board of Trustees, its agents, officers, officials, and employees from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, attorney fees and other costs of litigation, arising out of, pertaining to, or relating to, Architect's negligence, recklessness or willful misconduct in the performance of the services required in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of District.

9. INSURANCE

Architect, at Architect's sole cost and expense, shall maintain at all times during the life of this Agreement, personal injury and property damage insurance for all activities of Architect and its employees, agents and consultants arising out of or in connection with this contract, written on a comprehensive or commercial general liability form, in an amount no less than \$2,000,000

combined single limit personal injury and property damage for each occurrence in an annual aggregate of no less than \$4,000,000 or as may be agreed upon in writing between District and Architect. Such insurance must be written by an admitted company or companies licensed to do business in the State of California at the time the policy is issued, and acceptable to District.

a. Endorsements: The general liability coverage specified above shall be endorsed with the following specific (or equivalent) language:

(1) The District is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for bodily injuries, deaths or property damage or destruction arising in any respect directly or indirectly in the performance of the Agreement.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverage afforded shall apply as though separate policies have been issued to each insured.

(3) The insurance provided herein is primary and no insurance held or owned by District shall be called upon to contribute to a loss.

(4) Coverage provided by this policy shall not be canceled or the dollar amount reduced without thirty (30) days written notice given to District.

b. Errors and Omissions Insurance: Architect shall maintain in force for the period covered by this Agreement, professional liability (errors and omissions) insurance covering Architect's activities, in the amount not less than \$2,000,000 with an insurance carrier satisfactory to District. In addition, to the extent that the activities and services of engineers or consultants retained by Architect are not covered under Architect's professional liability insurance, Architect shall require each engineer and consultant to obtain and maintain a policy of professional liability insurance in an amount of not less than \$2,000,000 with an insurance carrier satisfactory to District, before commencing services on the Project.

Architect shall provide a copy of the insurance policies to the District upon request, and the policies, or certificates thereof, must contain the provision that the insurance cannot be canceled until thirty (30) days after written notice of intended revocation has been given to District

c. Workers' Compensation Insurance: Architect and all engineers, consultants, and subcontractors Architect intends to employ shall maintain, for the period covered by this Agreement, workers' compensation insurance as required by California law, with an insurance carrier satisfactory to District, for all persons whom they may employ in carrying out the work contemplated under this Agreement. If Architect is self-insured, Architect shall furnish a valid Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento,

California. The policies represented by the certificates must contain the provision (and the certificates must so state) that the insurance cannot be canceled until thirty (30) days after written notice of intended revocation has been given to District.

d. Documentation: Prior to execution of this Agreement, Architect shall submit for District approval, certificates of insurance showing the limits of insurance provided and signed copies of the specified endorsements for each policy. At the time of making application for an extension of time, Architect shall submit evidence that the insurance policies will be in effect during the requested additional period of time.

e. Miscellaneous: If Architect or its consultants fails to maintain the required insurance, District may take out insurance to cover any damages for which District might be held liable on account of Architect's failure to pay such damages or to provide the required insurance coverage, and deduct and retain the amount of the premiums from any sums due Architect under the Agreement to the extent such a credit can be applied, and Architect, upon demand, shall immediately pay any difference to District. Nothing herein contained shall be construed as limiting in any way the extent to which Architect or any Architect's employees, agents, consultants, or subcontractors may be held responsible for payment of damages resulting from its operations.

10. ERRORS AND OMISSIONS:

In addition to any other remedy which may be available to District under this Agreement or under the laws of the State of California, District may require Architect to pay all reasonable costs made necessary and to the extent caused by any negligent or intentional error or omission of Architect or any subconsultant, including, but not limited to, costs for the removal or replacement of materials and labor or both, and Architect shall not receive any fee for any of its work performed in correcting said error or omission. Notwithstanding the foregoing, District shall pay for the cost of any actual materials and labor that were omitted for any reason, but only to the extent the contract price obtained from the contractor was lower by reason of the omission.

11. COMPLIANCE WITH LAWS

a. Architect's services and performance under this Agreement shall meet the standard of due care for architects in the community in which the Project is being constructed. Using reasonable professional judgment, Architect shall determine compliance with and interpretation of all applicable requirements of federal, state and local law including, but not limited to, the Uniform Building Code with California amendments, the Education Code, Title 19, and Title 24 of the California Code of Regulations, and all requirements prescribed by the California Department of General Services, as these codes and regulations may be amended from time to time. Conflicts of codes or regulations which should be disclosed, based on Architect's reasonable professional judgment and based on the Project schedule, scope of services or significance of the conflict, shall be made known to District and its legal advisor. District shall decide the course of action after recommendation, if any, by Architect and the legal advisor.

b. Architect and all engineers, and consultants retained by Architect in performance of this Agreement shall be licensed as required by law to practice in their respective professions.

12. RECORDS

Architect shall maintain all records concerning the Project for a period of four years after the completion of the third phase of the work of which the Project constitutes the first phase, or a longer term if there is litigation regarding the Project. Architect shall keep and maintain full and complete documentation and accounting records concerning all additional services performed that are compensable by other than a flat rate. Architect shall make such documents and records available to authorized representatives of District for inspection or audit at any reasonable time and shall provide copies thereof to District upon request.

13. TERMINATION OF CONTRACT

a. District shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Architect and upon compensation to Architect as set forth above. If District terminates this Agreement under this provision the parties shall be relieved of the remaining executory obligations of the Agreement except for such liability arising out of services performed prior to the date of termination.

b. District may, at its election, terminate this Agreement if Architect defaults in any material respect on any provision hereunder and fails to cure such material default within 15 days following written notice, or if the default cannot be cured within 15 days, fails to commence to cure such default within said 15 day period and thereafter diligently to prosecute such cure and complete the cure within a reasonable time following written notice and demand from District. If District terminates this Agreement based upon the material default of Architect, District shall be entitled to pursue any remedy available under the law against Architect including, without limitation, an action for damages for breach of contract.

c. Architect may, at its election, terminate this Agreement if District defaults in any material respect on any provision hereunder and fails to cure such material default within 15 days, or if the default cannot be cured within 15 days, fails to commence to cure such default within said 15 day period and thereafter diligently to prosecute such cure and complete the cure within a reasonable time following written notice and demand from Architect. If Architect terminates this Agreement based upon the material default of District, Architect shall be entitled to pursue any remedy available under the law against District, including, without limitation, an action for damages for breach of contract.

d. Upon termination of this Agreement for any reason, Architect shall promptly and without further cost or charge to District, deliver to District all of the documents and other work product relating thereto.

14. ARCHITECT AN INDEPENDENT CONTRACTOR

Architect and District agree that in the making and performance of this Agreement, Architect and its agents are independent contractors and are not and shall not be construed to be an officer or employee or partner or joint venturer of District.

15. STANDARDIZED MANUFACTURED ITEMS

Architect shall consult with and cooperate with District's staff in the use and selection of manufactured items to be used in the Project. Manufactured items, including, but not limited to, paint, finish, hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor covering, shall be standardized to District's criteria so long as the same does not materially interfere with building design. Architect is responsible for ensuring that any specification calling for a designated material, product, thing, or service by a specific brand or trade name is drafted in compliance with Section 3400 of the Public Contract Code and related provisions.

16. OWNERSHIP OF DOCUMENTS

All plans, including, but not limited to, record drawings, specifications, and estimates prepared by Architect pertaining to the Project pursuant to this Agreement shall be and shall remain the property of District. Nothing in this paragraph shall preclude District from using the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on or adjacent to the site.

Any use or re-use or modification of any portion of the plans, specifications, or estimates or other documents prepared by Architect under this Agreement by District or any other person with District's consent, for any purpose other than as contemplated in this Agreement, shall be at the sole risk of District and without liability to Architect, with no warranty of merchantability or fitness, and District shall indemnify, hold harmless and defend Architect and its officers, directors, agents, employees and consultants from all claims of any kind arising out of such use, re-use or modification of said plans, specifications, estimates or other documents prepared by Architect.

After the completion of this Project, Architect shall not permit any reproductions to be made of any District-owned documents without the written approval of District, which approval District may grant or withhold in District's absolute discretion, and shall refer all requests for such documents by other persons to District.

The Architect and District shall have the right to include photographic or graphic representations of the design of the Project among their respective promotional and professional materials.

17. DISPUTE RESOLUTION PROVISIONS

a. Non-binding Mediation

(1) Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to non-binding mediation if the parties mutually agree.

(2) A request for mediation shall be filed in writing with the other party to this Agreement.

(3) The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

b. Advisory Arbitration

Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to advisory arbitration if the parties mutually agree. Prior to arbitration, the parties may endeavor to resolve disputes by mediation in accordance with the mediation provisions above.

18. SUCCESSORS AND ASSIGNMENTS

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that Architect shall not assign or transfer by operation of law or otherwise any or all of Architect's rights, burdens, duties, or obligations, professional or otherwise, without the prior written consent of District's Governing Board, which consent District may grant or withhold in District's absolute discretion. Any attempted assignment without such consent shall be invalid.

19. TIME SCHEDULE

a. Time Schedule: Time is of the essence in the performance of this Agreement. Architect shall perform all services hereunder as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Architect shall submit for District's approval, as part of Exhibit A hereto, a schedule for the performance of Architect's services which shall be adjusted, as required, as the Project proceeds, and shall include allowance for periods of time required for District's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. Once District approves the performance schedule, Architect shall perform its obligations hereunder prior to the occurrence of each scheduled performance deadline unless District has approved a time extension in writing. Architect shall at all times maintain adequate and competent staffing and resources necessary for the timely performance of Architect's services under this Agreement. Architect shall review and respond to submittals, requests for information, and the like, as expeditiously as possible to avoid delays in the work.

b. Delays: If Architect is delayed in Architect's services by acts of District or its employees or those in a direct contractual relationship with District or by the California

Department of General Services or other agencies having jurisdiction over the Project or by acts of God or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any fault or negligence on the part of Architect, the time for Architect's performance shall be extended accordingly. Notwithstanding the foregoing, Architect shall endeavor to avoid or minimize such delay. District shall not be liable for the damages to Architect on account of such delays.

20. HAZARDOUS MATERIALS

Unless otherwise specified, the services provided under this Agreement do not include the discovery, identification, removal, handling, or disturbance of any hazardous substances or materials at the project site. If such substances or materials are knowingly encountered by Architect, construction work shall cease in that area and District shall be notified to take appropriate action for removal or otherwise abating the condition in accordance with current regulations applicable to District.

21. SCHOOL SITE CONDITIONS

District has determined that fingerprinting is not applicable to this Agreement. Architect expressly acknowledges that the following conditions shall apply to any work performed by Architect, Architect's employees or Architect's subconsultants ("Architect representatives") on a school site (and "work" as used in the preceding clause shall mean any entry on to District property for any reason): (1) Architect representatives shall check in with the school office each day immediately upon arriving at the school site; the District may assign a District employee to supervise the representative at the site; (2) Architect representatives shall inform school office staff of their proposed activities and specific location at the school site; (3) Once at such location, Architect representatives shall not change locations without contacting the school office; (4) Architect representatives shall not use student restroom facilities; and (5) if an Architect representative finds himself/herself alone with a student, he/she shall immediately contact the school office and request that a member of the school staff be assigned to the work location

22. MISCELLANEOUS

The following terms and conditions shall apply to this Agreement:

a. Governing Law and Venue: This Agreement shall be construed in accordance with, and governed by the laws of the State of California. Venue shall be in the Superior Court of the State of California in the County of Sonoma, and no other place.

b. Entire Agreement: This Agreement with its exhibits supersedes any and all other prior or contemporaneous oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person that are not incorporated herein, and that any other agreement shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

c. **Severability:** Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

d. **Non-Waiver:** None of the provisions of the Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. District's failure to enforce any provision of this Agreement or the waiver of any provision in a particular instance shall not be construed as a general waiver of any part of such provision.

e. **Discrimination Prohibited:** It is the policy of District that in connection with all work or services performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, handicap, or marital status. Architect agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code section 12900, et seq. In addition, Architect agrees to require like compliance by any consultants or subcontractors employed on the Project.

f. **Disabled Veterans Participation Goals:** In accordance with Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such Project, Architect shall provide appropriate documentation to District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that District can assess its success at meeting this goal.

g. **Retention of DVBE Records:** Architect agrees that, for all contracts subject to DVBE participation goals, the State and District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. Architect agrees to provide the State or District with any relevant information requested and shall permit the State or District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Architect agrees to maintain such records for a period of three years after final payment under the contract.

In witness whereof, the parties have executed this Agreement this ____ day of ____, 2025.

ARCHITECT

DISTRICT

By: _____

By: _____

Exhibit A – Project Description and Schedule

Project description is for site utility, modernization for the full electrical service upgrade along with a new fenced off utility yard as well as other electrical service upgrades on the campus. Additional items within the utility yard will include space for additional propane tanks, space for the two generators that the District has already purchased, as well as space for future battery storage.

Inclusions:

1. Our basic services include the following consultants: Electrical, Structural and Mechanical Engineers to determine what the electrical loads will be to replace gas fired units with all electrical units (future project).

Exclusions:

1. Cost estimates: If cost estimates are desired, we can add it as a supplemental service.
2. It is assumed that we will not need any other consultants at this time, and they are excluded from the basic services fee in this proposal. If additional consulting services such as estimating services are desired, related fees will be requested in writing.

Outline Project Schedule:

Commence Basic Services for Utility Modernization: April 2025

DSA Submittal: August 2025

DSA Approval February 2026

Bidding: March 2026

Anticipated Commence Construction: June 2026

Exhibit B – Tasks and Responsibilities

Scope of Services		District's Responsibilities	Provided By A/E team		Not Provided
			Basic Services	Additional Services	
A	Project Administration Services (throughout all phases)				
1	Project Team Selection				
	- Selection of District's additional consultants (soils, seismic, geo-hazard, haz-mat, const. mgrs., financing, energy mgmt., schedule & claims analysts, legal, financing, inspectors, other.)	√			
	- Coordination of District's additional consultants	√			
2	Project Communications				
	- Develop/implement a Community Relations & Public Information Plan	√			
	- Special board presentations & community meetings	√		√	
	- Special status reports to Board & Oversight Committee	√			
	- Establish & maintain web page	√			
3	Project Administration meetings				
	- As required for A/E basic services		√		
	- Other than required for A/E basic services			√	
4	Agency consultations/approvals				
	- Local Fire Marshal		√		
	- State Office of Reg. Services (DSA, SFM)		√		
	- State Department of Education, School Facilities Planning Approvals (if applicable)		√		
5	Prepare applications & supporting documents (as applicable to architects)				
	- state funding applications	√			
	- DSA application & approval		√		
B	Programming, Planning & Evaluation Services				
1	Special investigations				
	- Geotechnical and soils engineering				√
	- Hazardous materials reports & studies				√
2	Investigation of unknown existing conditions				√
	- Property surveys/building measurements (if not available from existing drawings)				√
	- On-site utility studies (locations, condition, capacity, etc.)				√
	- Off-site utility studies (locations, condition, capacity, etc.)				√
3	Comprehensive ADA compliance study				√
4	Develop detailed program				√
	- Educational specifications/program, design criteria & standards				√
	- Detailed space/adjacency programming				√
	- Food service plan/program				√
	- Equipment program				√
5	Assistance with environmental, Negative Declaration & EIR studies				√
	- Ecological studies and mitigation measures				√
	- Traffic, noise, off-site parking, etc.				√

	- Hearings and community meetings				√
C	Schematic Design Phase				
1	Review of program and budget		√		√
2	Field verification of existing conditions		√		√
3	Code documentation & interpretations		√		√
4	Schematic site and building plans		√		√

Scope of Services		District's Responsibilities	Provided By A/E team		Not Provided
			Basic Services	Additional Services	
5	Preliminary sections and elevations				√
6	Preliminary interior elevations of key spaces				√
7	Room data sheets and/or finish schedules				√
8	Preliminary selection of systems & materials				√
9	Develop approximate dimensions & areas				√
10	Preliminary description of engineering systems (mechanical, electrical, civil, structural) site only				√
11	Outline specifications of major materials, systems and equipment				√
12	Construction cost estimates; probable construction cost				√
	- Unit cost estimate				√
	- Detailed cost estimate, value engineering or life-cycle cost analyses				√
13	Presentation models and/or renderings				√
14	In-house constructability reviews				√
D	Design Development Phase				
1	Code documentation & interpretations				√
2	Plans, sections, interior and exterior elevations				√
3	Development of site plan				√
4	Development of landscape plan, if required by District				√
5	Typical construction details				√
6	Equipment layouts				√
7	Developed description and drawings of engineering systems (mechanical, electrical, civil, structural) site only				√
8	Preliminary building specifications				√
9	Preliminary interior design (fixed furniture, furnishings and equipment included within construction contract)				√
10	Furniture, furnishings and equipment <u>not</u> included within construction contract				√
11	Construction cost estimates; probable construction cost				√
	- Unit cost estimate				√
	- Detailed cost estimate, value engineering or life-cycle cost analyses				√
12	Presentation models and/or renderings				√
13	In-house constructability reviews				√
E	Construction Documents Phase				
1	Code documentation & interpretations		√		
2	Preparation of building construction plans		√		

3	Prepare color boards				√
4	Final building specifications		√		
5	Furniture, furnishings and equipment				√
	- Included within construction contract				√
	- <u>Not</u> included within construction contract				
6	Develop detailed documentation on Construction Phasing Program or Multiple Contract Delivery	√			
7	Construction cost estimates; probable construction cost			√	
	- Cost estimate				
	- Detailed cost estimate, value engineering or life-cycle cost analyses			√	
8	Prepare bidding and procurement forms; Construction Specifications		√		
9	Prepare Conditions of the Contract (Divisions 0 & 1)		√		
10	Develop Project Manual		√		
11	Presentation models and/or renderings			√	
12	In-house constructability reviews				√

Scope of Services		District's Responsibilities	Provided By A/E team		Not Provided
			Basic Services	Additional Services	
F	Other Design Services				
1	Hazardous materials identification/determination of mitigation measures	√			
2	FF&E design (furnishings & movable equipment)	√		√	
3	Graphic & signage design	√		√	
	- Fire/life safety graphics & signage; site only		√		
	- Other graphics & signage; site only		√		
4	Mock-up services (workstations, classroom design, etc.)	√		√	
G	Bidding Phase Services				
1	Advertisement to potential bidders		√		
2	Pre-qualification of bidders	√			
3	Pre-bid conferences		√		
4	Distribution of bidding documents		√		
5	Distribution of special bidding/negotiation addenda		√		
6	Response to bidders' questions and provide clarifications		√		
7	Report bidding results & identify apparent low bidder		√		
8	Bid dispute resolution	√			
9	Contract award processing; issue Notice to Proceed	√	√		
H	Contract Administration Services				
1	Plan & manage move-in & out activities including temp. facilities	√			
2	Site visits/observation				
	- Scheduled meetings (as quantified in scope of services)		√		
	- Additional meetings			√	
3	Timely file with DIR the PWC-100 form re labor compliance & notice of award		√		
4	Coordination of other construction activities				√
	- Removal of non-conforming portables	√			
	- Demolition and/or removal of other structures	√			

Architect Agreement
2022

	- Moving of utilities underground	√			
	- Utility hookups		√		
5	Multiple contract administration or multiple phase coordination efforts for single project			√	
6	Submittals & substitutions; building not included				
	- Review and respond to Contractors' proposed submittal schedules		√		
	- Receive, process, distribute submittals, shop drawings, & substitutions		√		
	- Review submittals and shop drawings		√		
	- Review proposed substitutions		√		
7	Requests for Information/Clarifications; building not included				
	- Receive, process & distribute requests		√		
	- Evaluate and respond to requests		√		
8	Change orders				
	- Receive, process & distribute Change Orders		√		
	- Changes stemming from A/E documents		√		
	- Owner and contractor initiated changes			√	
	- Review, analyze and/or negotiate prices with contractors			√	
9	Testing and inspection administration; No supervision	√			
10	Maintain official construction logs				
	- Change order log		√		
	- Request for Information (RFI) log		√		
	- Submittal log		√		

Scope of Services		District's Responsibilities	Provided By A/E team		Not Provided
			Basic Services	Additional Services	
11	Contract cost accounting; Review only				
	- Maintain records of payments	√			
	- Coordinate & assemble contractors' payment applications	√			
	- Approve & process contractors' payment applications		√		
12	Interpretations and decisions				
	- Relating to construction documents/specifications		√		
	- Relating to General Conditions	√			
13	Project closeout; not including building				
	- Preliminary and final punch lists		√		
	- Determination of payment withholdings		√		
	- Issuance of Certificates of Substantial Completion		√		
	- Securing and receipt of sureties	√			
	- Receipt & review of warranties & manuals		√		
	- Receipt & review of waivers of liens	√			
	- Issuance of final Certificates of Payment; See #11		√		
	- Project closeout with DSA		√		
14	Construction tours (students & community)		√		
I	Post-Construction & Facility Operation Services			√	
1	Record Drawings				
	- Develop record drawings based on contractor supplied information				√
	- Review record drawings for completeness		√		
	- Compile drawings & forward to District				√
	- Update contract documents to incorporate changes			√	

Architect Agreement
2022

2	Warranty review				√
3	Detailed analysis or response to Contractor claims not due to fault of Architect			√	
4	Staff training (operating & maintaining equipment and systems)				√
5	Post-construction facility reviews (operations & performance review)				
	- Post occupancy facility review meeting		√		
	- Document defects or deficiencies			√	
	- Prepare instructions to Contractors for correction of defects			√	
6	Project promotion	√			
7	Community tours		√		

Exhibit C – Compensation and Schedule of Hourly Billing Rates

The Architect's total compensation consists of basic services, additional services and reimbursable expenses as follows:

Basic Services

The Architectural fee arrangement for Basic Services may be any of the following options:

1. A lump sum amount mutually agreed to, calculated based on the fee schedule described below, or estimating hours at billing rates or by negotiation of a mutually acceptable amount.
2. A percentage of construction cost based on a mutually agreed formula or fee schedule as described below.
3. Time and material at rates in the Agreement with an estimated not-to-exceed amount.
4. A combination of these options, as described below, for example a percentage fee through Schematic Design or Design Development after which the final lump sum fee shall be negotiated or calculated on a pre-agreed formula based on the Architect's scope definition and cost estimate.

For Basic Services under this Agreement, the parties have agreed to a fee, under option above, of an amount to be determined by the parties.

The Fee Schedule is as follows:

Option 1: Lump Sum.

Based on the scope of work listed in that is listed in the project description and the inclusions noted in the proposal and exhibit A. Total project fee shall be \$50,200.

FEE SCHEDULE - New Construction

1. Not used

FEE SCHEDULE – Modernization

1. Not used

FEE SCHEDULE – Combined Modernization & New Construction

1. Noted Used

Additional Services

Any additional services that may be required during the Project must be requested by Architect and approved in writing by District before they are performed. Additional Services shall be compensated as described in Article 4.

TBD

Reimbursable Expenses

The Architect has estimated and the District has accepted the following reimbursable expenses to be billed at 110% of cost. The Architect may not exceed the total estimated amount unless approved in writing by District in advance.

Automobile travel
Telephone
Printing
Plotting
Models and mockups

Total estimated reimbursable expenses \$3,000

Standard Hourly Billing Rates

The following hourly rates shall be used for any time and materials services above or for any calculation of future services:

Architect – Principal	\$ /hr.
Architect - Associate	\$ /hr.
Project Manager/Architect	\$ /hr.
Job Captain	\$ /hr.
Construction Admin Project Manager	\$ /hr.
Specifications Writer	\$ /hr.
CADD/Drafting	\$ /hr.
Construction Admin Technician	\$ /hr.
Clerical	\$ /hr.

These rates are effective for the calendar year 2022 and are subject to change one time annually.

Architect Agreement
2022



QUATTROCCHI KWOK
ARCHITECTS

March 25, 2025

Matthew Morgan
Superintendent/Principal
Harmony Union School District
1935 Bohemian Highway
Occidental, CA 94565

RE: Harmony School Utility Upgrades
Project No. 2460.00

Matthew,

We are pleased to present this proposal for design services for the upgrade to the site electrical utilities at Harmony School. It is our understanding from our site walk with you that the project includes a full electrical service upgrade along with a new fenced off utility yard as well as other electrical service upgrades on the campus. Additional items within the utility yard will include space for additional propane tanks, space for the two generators that the District has already purchased, as well as space for future battery storage.

It was indicated that there is not an established construction budget for this project. Based on our understanding of the scope from our site walk, we propose a fixed fee of \$50,200, plus reimbursable services billed at 110% of costs. We request an initial authorization of \$3,000 for authorized reimbursable expenses.

Inclusions:

1. Our basic services include the following consultants: Electrical, Structural and Mechanical Engineers to determine what the electrical loads will be to replace gas fired units with all electrical units (future project).

Exclusions:

1. Cost estimates: If cost estimates are desired, we can add it as a supplemental service.
2. It is assumed that we will not need any other consultants at this time, and they are excluded from the basic services fee in this proposal. If additional consulting services such as estimating services are desired, related fees will be requested in writing.

MAIN:

636 Fifth Street, Santa Rosa, CA 95404

EAST BAY:

55 Harrison Street, Suite 525, Oakland, CA 94607

707.576.0829

A California Corporation

www.qka.com

3. ADA improvements. We request a preliminary meeting with DSA to see if this project can qualify for an access exemption. If DSA requires Accessibility improvements, we will identify the required work and request supplemental services to include those in the project.

If authorized to proceed this month, we will do our best to complete the design of the project to allow for construction to begin as soon as the summer 2026 while school is out of session.

If this adjustment is acceptable to you, please sign and return one copy of the letter to the attention of our Contracts Manager, Carol Tonelli, carolt@gka.com at your earliest convenience. Please let us know if you have any questions.

Sincerely,



Kevin Chapin

Accepted on behalf of the District:

Matthew Morgan, Superintendent/Principal

Date

cc:

9. J. Receipt of Sonoma County Art Grant

Supporting Documents

 Agreement_Harmony Union School District_encrypted_

PUBLIC ART GRANT
FUNDING AGREEMENT

This AGREEMENT made and entered into this April 30, 2025 (“Effective Date”), by and between the County of Sonoma (“County”), and Harmony Union School District (“Grantee”).

RECITALS

WHEREAS, the County of Sonoma Board of Supervisors has made funding available for certain Supervisorial District projects and programs, and the Fifth Supervisorial District has elected to program funding for publicly-accessible art to be located in the Fifth District (the “Grant Program”); and

WHEREAS, as part of the Grant Program, County’s Creative Sonoma has undertaken a competitive process to receive and evaluate applications for proposed art projects and initiatives in the Fifth District; and

WHEREAS, Grantee’s application was selected to be recommended for funding under the Grant Program, and the Director of County’s Economic Development Collaborative concurs with the recommendation; and

WHEREAS, the Director of County’s Economic Development Collaborative has determined that Grantee’s art proposal will be a creative project in the interests of the public, will serve neighborhood and public purposes, and will meet social needs of the population of the County in accordance with Government Code section 26227;

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. Recitals. That the foregoing Recitals are true and are incorporated herein by reference.
2. Funding Grant. County shall provide Grantee the total sum of \$4,080 (the “Grant”). An amount of \$3,672 shall be provided after the Effective Date. Upon completion of the Project, Grantee shall submit for final payment to County and provide any documentation or records as may be requested at that time. The balance of the Grant will be paid on condition of satisfactory completion of the Project, submission of any required documentation as requested by County, and Grantee’s full compliance with each of the provisions of this Agreement.
3. Grant Use and Purpose. The Grant is made solely for the use and purpose of the Project and the location as described in Grantee’s approved application, attached hereto as Exhibit A (the “Project”). The Grant may only be used for expenditures directly related to and in furtherance of the Project and consistent with Grant Program requirements.

4. Term. This Agreement and the right to use the Grant (or any portion thereof) shall terminate should the Project not be completed by December 31, 2025. At such time, the Grant shall terminate and all remaining funds shall be returned to County and shall no longer be available to Grantee. Notwithstanding, County, in its sole discretion, may allow for an extension of time to extend this Agreement and the availability of the Grant for good cause shown or other proper circumstance as determined by County.
5. Records. Grantee agrees to keep complete books and records, and to make available and submit to audit by County all of Grantee's books, records, and financial statements upon County's request.
6. Authorized and Lawful Use. Grantee warrants to County that the Grant shall be expended for only those purposes authorized by this Agreement and otherwise in accordance with all applicable laws and regulations. Any amount of funds used for other than the Project shall be subject to immediate repayment by Grantee to County.
7. Publicity.

7.1 Grantee gives permission to the County to use information contained in Grantee's application for documentary and promotional purposes. This includes all materials submitted in the application and proposal including copyrighted matter such as written statements and images.

7.2 Any advertising conducted utilizing the Grant must identify the "Creative Sonoma" and "County of Sonoma – Board of Supervisors" as sponsors. Grantee may also include the Sonoma County seal logo on marketing and promotional materials, although the seal may not replace the language noted in this section. Sonoma County seal logo (available here: <https://sonomacounty.ca.gov/administrative-support-and-fiscal-services/county-administrators-office/community-investment-fund-program>) and Creative Sonoma logo (available here: <https://www.dropbox.com/scl/fo/r3voefac5byenm3g183ic/AH7Ocy7irTf2xN4v7yDyyzE?rlkey=dvoxxg2moohx3x6zgmqdyh1f6c&st=3sgsebj&dl=0>). Grantee shall submit copies of all published materials to the Creative Sonoma via email to CreativeSonoma@sonoma-county.org.

8. Compliance and Project Responsibility.

8.1 Grantee is responsible for understanding and shall comply with all laws and regulations applicable to the Project and Grantee's use of the Grant. Grantee shall obtain and comply with all applicable permits, licenses, and regulatory requirements for the work and all aspects thereof.

8.2 Grantee undertakes the work at Grantee's sole risk, expense, responsibility, and election. Grantee shall be solely responsible for any contracts or third-party matters relating to the Project, including with regard to any artist or creative work product usage issues. County shall have no responsibility for or ownership of the Project, including with regard to any operation, security, maintenance, repair, or removal thereof.

8.3 Grantee shall be solely responsible for obtaining and maintaining all site control, access, and other legal rights as may be needed for its work and the Project,

including obtaining needed licenses, leases, and/or permissions from necessary parties, including facility and property owners. Any rights or allowances needed as to any County real property or facility are subject to separate process and written agreement(s) with the County, and no guarantee of any such rights or allowances is made or implied hereby.

9. Indemnification. Grantee agrees to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Grantee, that arise out of, pertain to, or related to Grantee's or its agents', employees', contractors', subcontractors', or invitees' activities relating or arising with regard to the Project. Grantee's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Grantee's expense, subject to Grantee's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Grantee or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
10. Non-Discrimination: Grantee shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
11. Assignment/Delegation: Grantee shall not assign, sublet, transfer or delegate any interest in or duty under this agreement without written consent of County, and no assignment shall be of any force or effect whatsoever unless and until so consented.
12. Merger: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
13. Termination: At any time, with or without cause, County shall have the right in its sole discretion, to terminate this Agreement by giving written notice to Grantee.
14. Repayment: If Grantee fails to comply with this Agreement, then Grantee shall, within ten days of receipt of notice of such failure, return to County all amounts received.
15. Conflict of Interest: Grantee covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with receipt or use of the Grant. Grantee further covenants that in the receipt and use of the Grant no person having any such interest shall be employed.
16. Statutory Compliance: Grantee agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing,

Grantee expressly acknowledges that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

17. Prevailing Wage. With respect to any portion of the Project that constitutes “public work” within the meaning of Labor Code section 1720, Grantee shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, et seq. Grantee shall properly document such compliance, including registration of all covered contracts with the Department of Industrial Regulations. County shall have the right to inspect all documentation to confirm compliance with this section at any time up to five years from project completion.
18. AIDS Discrimination: Grantee agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
19. No Third Party Beneficiaries: Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
20. Extra or Changed Work: Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Grantee expressly recognizes that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Grantee to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment of this Agreement or to compensation whatsoever for the performance of any such work. Grantee further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.
21. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California’s Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

COUNTY OF SONOMA

By _____
Director, Economic Development Collaborative

Pursuant to Board of Supervisors delegation of authority action dated January 14, 2020.

Harmony Union School District
Grantee's Legal and Common Name

By _____
Signature

Print Name

Title

Title	Salmon Creek Harmony School	02/10/2025
	by Sarah Wieland in District 5 Community Public Art Project Grants	id. 49623115
	wielandsarah@gmail.com	

Original Submission	02/10/2025
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Score	n/a
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SECTION I:
CONTACT
INFORMATION

1. Applicant Name	Salmon Creek Harmony School
2. Project Lead Name	Sarah Wieland
3. Project Lead Email Address	swieland@harmonyusd.org
4. Project Lead Daytime Phone Number	(415)595-3555
5. Applicant Physical Address (street, city, state, zip)	Salmon Creek/ Harmony School 1935 Bohemian Hwy, Occidental, CA 95465
6. Applicant Mailing Address (street, city, state, zip) if different than Applicant Physical Address	
7. Sonoma County Supervisorial District in which the Applicant is based.	District 5 - Lynda Hopkins
8. Applicant Website (if applicable)	https://www.harmonyusd.org

SECTION II:
PROPOSED
PROJECT

9. Project Title	Harmony/Salmon Creek Play area art project
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10. Provide a 2-sentence description of the project.	The Harmony/Salmon Creek School students will have an opportunity to work with a local artist in the classroom to create drawings or paintings to be voted on by a jury of students to be displayed above the Little Toy play yard. This project will enhance the arts program and bring a splash of joy and color to the School.
11. Amount of Funds Requested (up to \$10,000, most awards will be in the \$5,000 range)	5100
12. Where will your project take place? Include the name of the location(s), and either an exact address or a range of addresses.	Salmon Creek/ Harmony School 1935 Bohemian Hwy, Occidental, CA 95465
13. Describe the steps you have taken to confirm use of the proposed location(s) for this project, including obtaining any appropriate permits/permissions, etc.	This project has been discussed at school board meetings for HUSD, with the full staff and has the permission of superintendent Matthew Morgan.
13.1. FILE UPLOAD: Documentation of permission to use location(s) (OPTIONAL) Grant_Letter_Gym_Project.pdf	
14. Briefly state your project timeline, from planning through presentation or installation date(s).	This project will include three art lessons per grade 1-8th in the months of April through May. The students will then vote on the designs by the beginning of June. The art will then be printed and hung before school resumes at the end of August.

15. Describe your project. Be sure to answer the questions below.

This art project aims to enrich the art program at Salmon Creek/Harmony school by bringing in a local artist to teach sketching and painting techniques. Each class will have two or three lessons with a First Grade parent, Merisha Clark who is a published illustrator.
<https://merishasequoia.wixsite.com/clark/books>
 The theme of the art project is to incorporate the classroom animal mascots. Our mascot images have been created by local artist Tommy Moorman.

There are notched boxes on the side of the gym that stands above the lower grade play yard. The back drop is a large gray building, These boxes will make perfect frames for the art to be displayed. Adding the children's art will bring more life and color to this space and will create pride in placemaking by the student body. Children don't often get to have their art added to permanent installations. The students will jury the selection process. No names will be on the art pieces, and they will vote on all projects except for their own class submissions. One piece will be chosen from each grade and will show the variety of art through the lens of the different ages represented.

This is specifically a project for the small town of Occidental and rural Sebastopol students that attend the Salmon Creek/Harmony School. The project will be overseen by a parent, and para-educator of the school, Sarah Wieland with the support of staff and principal/superintendent Matthew Morgan.

We would like to print the images on metal so that they will hold up for many years to come. They will be able to be cleaned with a power washer.

SECTION III: PROJECT BUDGET & PROPOSED DESIGN

16. Enter the budget for your project. The 'Total' lines will calculate automatically, as will the Revenue/Expenses Balance line (which should equal zero). The lines with asterisks REQUIRE budget notes, as described in #17.*

D5 Community Public Art Project Budget.xlsx

17. Explanatory Budget Notes	<p>The materials for this project include providing art paper, brushes and paint to each grade of participants at an expense of \$900. The cost to print these designs on metal at a size of 3'10" square is estimated at \$200 per panel. The quote for the Artist to work with the students is \$100/hr. Classes are 45 minutes. If the artist visits the 1st through 8th grade classes two times each, the total comes to \$1200. The teachers will then allow them to finish their art in one final session with no added cost.</p> <p>There are no additional administrative costs. This project would be propelled by volunteer effort, in gratitude to District 5 and Linda Hopkins' office for making this possible to our school community.</p>
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18. FILE UPLOAD: Preliminary design/sketch/rendering of the proposed public art

[IMG_0679.jpeg](#)

[HUSD_-_class_mascots_-_sketch02.pdf](#)

9. K. First Reading of new and updated board policy

Quick Summary / Abstract

First reading of new and updated board policy

Policies



[DRAFT] Policy 0450: Comprehensive Safety Plan



[DRAFT] Regulation 0450: Comprehensive Safety Plan



[DRAFT] Regulation 1312.3: Uniform Complaint Procedures



[DRAFT] Policy 3516: Emergencies And Disaster Preparedness Plan



[DRAFT] Regulation 3516: Emergencies And Disaster Preparedness Plan



[DRAFT] Policy 3550: Food Service/Child Nutrition Program



[DRAFT] Regulation 3550: Food Service/Child Nutrition Program



[DRAFT] Policy 3551: Food Service Operations/Cafeteria Fund



[DRAFT] Regulation 3551: Food Service Operations/Cafeteria Fund



[DRAFT] Policy 3553: Free And Reduced Price Meals



[DRAFT] Regulation 3553: Free And Reduced Price Meals



[DRAFT] Policy 4111: Recruitment And Selection



[DRAFT] Regulation 4112.5: Criminal Record Check



[DRAFT] Exhibit 4112.5-E(1): Criminal Record Check






















[DRAFT] Policy 4118: Dismissal/Suspension/Disciplinary Action






















[DRAFT] Regulation 4118: Dismissal/Suspension/Disciplinary Action



[DRAFT] Regulation 4119.12: Title IX Sex Discrimination and Sex-Based Harassment Complaint Pro.

-  [DRAFT] Policy 4140: Bargaining Units
-  [DRAFT] Policy 4157: Employee Safety
-  [DRAFT] Regulation 4157: Employee Safety
-  [DRAFT] Regulation 4157.1: Work-Related Injuries
-  [DRAFT] Policy 4211: Recruitment And Selection
-  [DRAFT] Regulation 4212.5: Criminal Record Check
-  [DRAFT] Exhibit 4212.5-E(1): Criminal Record Check
-  [DRAFT] Policy 4218: Dismissal/Suspension/Disciplinary Action
-  [DRAFT] Regulation 4218: Dismissal/Suspension/Disciplinary Action
-  [DRAFT] Regulation 4219.11: Sex Discrimination and Sex-Based Harassment
-  [DRAFT] Policy 4240: Bargaining Units
-  [DRAFT] Policy 4257: Employee Safety
-  [DRAFT] Regulation 4257: Employee Safety
-  [DRAFT] Regulation 4257.1: Work-Related Injuries
-  [DRAFT] Policy 4311: Recruitment And Selection
-  [DRAFT] Regulation 4312.5: Criminal Record Check
-  [DRAFT] Exhibit 4312.5-E(1): Criminal Record Check
-  [DRAFT] Regulation 4319.12: Title IX Sex Discrimination and Sex-Based Harassment Complaint Pro.
-  [DRAFT] Policy 4340: Bargaining Units
-  [DRAFT] Policy 4357: Employee Safety

-  [DRAFT] Regulation 4357: Employee Safety
-  [DRAFT] Regulation 4357.1: Work-Related Injuries
-  [DRAFT] Policy 5126: Awards For Achievement
-  [DRAFT] Regulation 5126: Awards For Achievement
-  [DRAFT] Policy 5141.21: Administering Medication And Monitoring Health Conditions
-  [DRAFT] Policy 5144: Discipline
-  [DRAFT] Regulation 5144: Discipline
-  [DRAFT] Regulation 5145.7: Sex Discrimination and Sex-Based Harassment
-  [DRAFT] Regulation 5145.71: Title IX Sex Discrimination and Sex-Based Harassment Complaint Pro.
-  [DRAFT] Policy 6115: Ceremonies And Observances
-  [DRAFT] Regulation 6115: Ceremonies And Observances
-  [DRAFT] Policy 6141.2: Recognition Of Religious Beliefs And Customs
-  [DRAFT] Regulation 6141.2: Recognition Of Religious Beliefs And Customs
-  [DRAFT] Policy 6175: Migrant Education Program
-  [DRAFT] Regulation 6175: Migrant Education Program
-  [DRAFT] Exhibit 9220-E(1): Governing Board Elections
-  [DRAFT] Bylaw 9320: Meetings And Notices
-  [DRAFT] Bylaw 9323.2: Actions By The Board
-  [DRAFT] Exhibit 9323.2-E(1): Actions By The Board

The governing Board recognizes that all district staff and students must be prepared to respond quickly and effectively to emergencies, disasters, and threats of disaster. The district shall take all reasonable steps to prevent and mitigate the impact of a disaster on district students, staff, and schools.

The Superintendent or designee shall develop and maintain a disaster preparedness plan which contains routine and disaster procedures, including, but not limited to, earthquake emergency procedures, and adaptations for students with disabilities in accordance with the Americans with Disabilities Act, the federal Individuals with Disabilities Education Act, and Section 504 of the federal Rehabilitation Act of 1973. Such procedures shall be incorporated into the comprehensive school safety plan. (Education Code 32282)

In implementing the disaster preparedness plan, the Superintendent or designee shall involve district staff at all levels, including administrators, district police or security officers, facilities managers, transportation managers, food service personnel, school psychologists, counselors, school nurses, teachers, classified employees, and public safety officers. As appropriate, the Superintendent shall also collaborate with law enforcement, fire safety, emergency medical services, health and mental health professionals, parents/guardians, and students.

All districts shall comply with state-approved Standardized Emergency Management System (SEMS) guidelines for multiple-jurisdiction or multiple-agency operations and with the National Incident Management System (NIMS) guidelines.

The Superintendent or designee shall provide training to employees regarding their responsibilities, including periodic drills and exercises to test and refine staff's responsiveness in the event of an emergency.

The district shall grant the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and safety. The governing Board shall cooperate with such agencies in furnishing and maintaining whatever services the district deems necessary to meet the community's needs. (Education Code 32282)

District employees are considered disaster service workers and are subject to disaster service activities assigned to them. (Government Code 3100)

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

	Description
0-2450	Standardized Emergency Management System Fire drills

Ed. Code 46390-46392
Ed. Code 49505
Gov. Code 11549
Gov. Code 11549.3
Gov. Code 3100-3109
Gov. Code 8586.5
Gov. Code 8607
Public Utilities Code 2872

[Emergency average daily attendance in case of disaster](#)
[Natural disaster; meals for homeless students; reimbursement](#)
[Cybersecurity assessment](#)
[Office of Information Security](#)
[Oath or affirmation of allegiance](#)
[California Cybersecurity Integration Center](#)
[Standardized Emergency Management System](#)
[Automatic dialing](#)

20 USC 1400-1482
29 USC 794
42 USC 12101-12213

Individuals with Disabilities Education Act
Rehabilitation Act of 1973; Section 504
Americans with Disabilities Act

[illegible]

California Emergency Management for Schools: A Guide for Districts and Sites

School Emergency Response: Using SEMS at Districts and Sites, June 1998

State of California Emergency Plan, 2017

Active Shooter Awareness Guidance, February 2018

Crisis Response Box, 2000

National Incident Management System, 3rd ed., October 2017

Guide for Developing High-Quality School Emergency Operations Plans, 2013

[California Public Utilities Commission](#)

[California Office of Emergency Services: School Emergency Planning & Safety](#)

[California Department of Education, Comprehensive School Safety Plans](#)

[California Cybersecurity Integration Center](#)

[CSBA District and County Office of Education Legal Services](#)

[California Department of Education, Crisis Preparedness](#)

[Centers for Disease Control and Prevention](#)

[U.S. Department of Education, Emergency Planning](#)

[U.S. Department of Homeland Security](#)

[Federal Emergency Management Agency](#)

[California Governor's Office of Emergency Services](#)

[California Seismic Safety Commission](#)

[American Red Cross](#)

[California Attorney General's Office](#)

[CSBA](#)

Cross References

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Description[Comprehensive Plans](#)[School Plans/Site Councils](#)[School Plans/Site Councils](#)[Comprehensive Safety Plan](#)[Comprehensive Safety Plan](#)[Communication With The Public](#)[Media Relations](#)[District And School Websites](#)[District And School Websites](#)[District And School Websites](#)[District And School Websites](#)[District And School Websites](#)[District And School Websites](#)[District-Sponsored Social Media](#)[District-Sponsored Social Media](#)[Citizen Advisory Committees](#)[Citizen Advisory Committees](#)[Civility](#)[Use Of School Facilities](#)[Use Of School Facilities](#)[Use Of School Facilities](#)[Access To District Records](#)[Access To District Records](#)[Relations Between Other Governmental Agencies And The Schools](#)[Concepts And Roles](#)[Energy And Water Management](#)[Energy And Water Management](#)[Tobacco-Free Schools](#)[Tobacco-Free Schools](#)[Environmental Safety](#)[Environmental Safety](#)[Integrated Pest Management](#)[Campus Security](#)[Campus Security](#)[Disruptions](#)[Disruptions](#)[Firearms On School Grounds](#)[Fire Drills And Fires](#)[Bomb Threats](#)[Earthquake Emergency Procedure System](#)

Cross References

3516.5

3517

3517-E(1)

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4312.3-E PDF(1)

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Description[Emergency Schedules](#)[Facilities Inspection](#)[Facilities Inspection](#)[Risk Management/Insurance](#)[Risk Management/Insurance](#)[Transportation](#)[Transportation](#)[Transportation Safety And Emergencies](#)[District Records](#)[District Records](#)[Oath Or Affirmation](#)[Oath Or Affirmation](#)[Employees With Infectious Disease](#)[Staff Development](#)[Employee Safety](#)[Employee Safety](#)[Oath Or Affirmation](#)[Oath Or Affirmation](#)[Employees With Infectious Disease](#)[Staff Development](#)[Employee Safety](#)[Employee Safety](#)[Oath Or Affirmation](#)[Oath Or Affirmation](#)[Employees With Infectious Disease](#)[Staff Development](#)[Employee Safety](#)[Employee Safety](#)[Absences And Excuses](#)[Absences And Excuses](#)[Student Disturbances](#)[Student Disturbances](#)[Health Care And Emergencies](#)[Health Care And Emergencies](#)[Administering Medication And Monitoring Health Conditions](#)[Administering Medication And Monitoring Health Conditions](#)[Infectious Diseases](#)[Infectious Diseases](#)[Safety](#)[Safety](#)

Cross References

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6153-E PDF(1)

6164.2

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9321-E(1)

9321-E(2)

Description[Comprehensive Health Education](#)[Comprehensive Health Education](#)[School-Sponsored Trips](#)[School-Sponsored Trips](#)[School-Sponsored Trips](#)[Guidance/Counseling Services](#)[Evaluating Existing Buildings](#)[Meetings And Notices](#)[Closed Session](#)[Closed Session](#)[Closed Session](#)

Regulation 3516: Emergencies And Disaster Preparedness Plan

Status: DRAFT

Original Adopted Date: 08/23/2018

The Superintendent or designee shall ensure that district and/or school site plans address, at a minimum, the following types of emergencies and disasters:

1. Fire on or off school grounds which endangers students and staff
2. Earthquake, flood, or other natural disasters
3. Environmental hazards, such as leakages or spills of hazardous materials
4. Attack or disturbance, or threat of attack or disturbance, by an individual or group
5. Bomb threat or actual detonation
6. Biological, radiological, chemical, and other activities, or heightened warning of such activities
7. Medical emergencies and quarantines, such as a pandemic influenza outbreak
8. Attack or threat of attack to the district's digital network and technology infrastructure

The Superintendent or designee shall ensure that the district's procedures include strategies and actions for prevention/mitigation, preparedness, response, and recovery, including, but not limited to, the following:

1. Regular inspection of school facilities and equipment, identification of risks, and implementation of strategies and measures to increase the safety and security of school facilities
2. Routine monitoring of the security of the district's digital network and technology infrastructure
3. Instruction for district staff and students regarding emergency plans, including:
 - a. Training of staff in first aid and cardiopulmonary resuscitation
 - b. Regular practice of emergency procedures by students and staff
4. Specific determination of roles and responsibilities of staff during a disaster or other emergency, including determination of:
 - a. The appropriate chain of command at the district and, if communication between the district and site is not possible, at each site
 - b. Individuals responsible for specific duties
 - c. Designation of the principal for the overall control and supervision of activities at each school during an emergency, including authorization to use discretion in situations which do not permit execution of prearranged plans
 - d. Identification of at least one person at each site who holds a valid certificate in first aid and cardiopulmonary resuscitation
 - e. Assignment of responsibility for identification of injured persons and administration of first aid
5. Personal safety and security, including:
 - a. Identification of areas of responsibility for the supervision of students
 - b. Procedures for the evacuation of students and staff, including posting of evacuation routes

- c. Procedures for the release of students, including a procedure to release students when reference to the emergency card is not feasible
 - d. Identification of transportation needs, including a plan which allows bus seating capacity limits to be exceeded when a disaster or hazard requires students to be moved immediately to ensure their safety
 - e. Provision of a first aid kit to each classroom
 - f. Arrangements for students and staff with special needs
 - g. Upon notification that a pandemic situation exists, adjustment of attendance policies for students and sick leave policies for staff with known or suspected pandemic influenza or other infectious disease
6. Closure of schools, including an analysis of:
- a. The impact on student learning and methods to ensure continuity of instruction
 - b. How to provide for continuity of operations for essential central office functions, such as payroll and ongoing communication with students and parents/guardians
7. Communication among staff, parents/guardians, the Governing Board, other governmental agencies, and the media during an emergency, including:
- a. Identification of spokesperson(s)
 - b. Development and testing of communication platforms, such as hotlines, automatic dialing devices, telephone trees, websites, social media, and electronic notifications
 - c. Development of methods to ensure that communications are, to the extent practicable, in a language and format that is easy for parents/guardians to understand
 - d. Distribution of information about district and school site emergency procedures to staff, students, and parents/guardians
8. Cooperation with other state and local agencies, including:
- a. Development of guidelines for law enforcement involvement and intervention
 - b. Collaboration with the local health department, including development of a tracking system to alert the local health department of a substantial increase of student or staff absenteeism as indicative of a potential outbreak of an infectious disease
9. Steps to be taken after the disaster or emergency, including:
- a. Inspection of school facilities
 - b. Provision of mental health services for students and staff, as needed

The Superintendent or designee shall assemble critical information that would be needed in an emergency. Such information may include, but is not limited to, a list of individuals and organizations who should be contacted for assistance in an emergency, current layouts and blueprints of school buildings, aerial photos of the campus, maps of evacuation routes and alternate routes, a roster of employees with their work locations, student photographs and their emergency contact information, a clearly labeled set of keys, location of first aid supplies, procedures and locations for turning off fire alarms, sprinklers, utilities, and other systems, information to access the district's technology infrastructure, and insurance information. Such information shall be stored in a box in a secure, easily accessible location, with a duplicate kept at another location in case the primary location is inaccessible.

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

19 CCR 2400-2450

5 CCR 550

5 CCR 560

CA Constitution Article 20, Section 3

Civ. Code 1714.5

Ed. Code 32001

Ed. Code 32040

Ed. Code 32280-32289.5

Ed. Code 32290

Ed. Code 39834

Ed. Code 46390-46392

Ed. Code 49505

Gov. Code 11549

Gov. Code 11549.3

Gov. Code 3100-3109

Gov. Code 8586.5

Gov. Code 8607

Public Utilities Code 2872

Description

Standardized Emergency Management System

[Fire drills](#)[Civil defense and disaster preparedness plans](#)[Oath or affirmation](#)[Release from liability for disaster service workers and shelters](#)[Fire alarms and drills](#)[Duty to equip school with first aid kit](#)[School safety plans](#)[Safety devices](#)[Operating overloaded bus](#)[Emergency average daily attendance in case of disaster](#)[Natural disaster; meals for homeless students; reimbursement](#)[Cybersecurity assessment](#)[Office of Information Security](#)[Oath or affirmation of allegiance](#)[California Cybersecurity Integration Center](#)[Standardized Emergency Management System](#)[Automatic dialing](#)**Federal**

20 USC 1400-1482

29 USC 794

42 USC 12101-12213

Description[Individuals with Disabilities Education Act](#)[Rehabilitation Act of 1973; Section 504](#)[Americans with Disabilities Act](#)**Management Resources**

Cal OES Publication

Cal OES Publication

Cal OES Publication

Cal OES Publication

California Department of Education Publication

Federal Emergency Management Agency
Publication

U.S. Department of Education Publication

Website

Website

Website

Website

Website

Website

Description

California Emergency Management for Schools: A Guide for Districts and Sites

School Emergency Response: Using SEMS at Districts and Sites, June 1998

State of California Emergency Plan, 2017

Active Shooter Awareness Guidance, February 2018

Crisis Response Box, 2000

National Incident Management System, 3rd ed., October 2017

Guide for Developing High-Quality School Emergency Operations Plans, 2013

[California Public Utilities Commission](#)[California Office of Emergency Services: School Emergency Planning & Safety](#)[California Department of Education, Comprehensive School Safety Plans](#)[California Cybersecurity Integration Center](#)[CSBA District and County Office of Education Legal Services](#)[California Department of Education, Crisis Preparedness](#)

Management Resources

Website	Centers for Disease Control and Prevention
Website	U.S. Department of Education, Emergency Planning
Website	U.S. Department of Homeland Security
Website	Federal Emergency Management Agency
Website	California Governor's Office of Emergency Services
Website	California Seismic Safety Commission
Website	American Red Cross
Website	California Attorney General's Office
Website	CSBA

Description**Cross References**

0400	Comprehensive Plans
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1100	Communication With The Public
1112	Media Relations
1113	District And School Websites
1113	District And School Websites
1113-E PDF(1)	District And School Websites
1113-E(1)	District And School Websites
1113-E(2)	District And School Websites
1113-E(3)	District And School Websites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1313	Civility
1330	Use Of School Facilities
1330	Use Of School Facilities
1330-E PDF(1)	Use Of School Facilities
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
3000	Concepts And Roles
3511	Energy And Water Management
3511	Energy And Water Management
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools

Description

Cross References**Description**

3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3515	Campus Security
3515	Campus Security
3515.2	Disruptions
3515.2	Disruptions
3515.7	Firearms On School Grounds
3516.1	Fire Drills And Fires
3516.2	Bomb Threats
3516.3	Earthquake Emergency Procedure System
3516.5	Emergency Schedules
3517	Facilities Inspection
3517-E(1)	Facilities Inspection
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3540	Transportation
3540	Transportation
3543	Transportation Safety And Emergencies
3580	District Records
3580	District Records
4112.3	Oath Or Affirmation
4112.3-E PDF(1)	Oath Or Affirmation
4119.41	Employees With Infectious Disease
4131	Staff Development
4157	Employee Safety
4157	Employee Safety
4212.3	Oath Or Affirmation
4212.3-E PDF(1)	Oath Or Affirmation
4219.41	Employees With Infectious Disease
4231	Staff Development
4257	Employee Safety
4257	Employee Safety
4312.3	Oath Or Affirmation
4312.3-E PDF(1)	Oath Or Affirmation
4319.41	Employees With Infectious Disease
4331	Staff Development
4357	Employee Safety
4357	Employee Safety
5113	Absences And Excuses

Cross References

5113
5131.4
5131.4
5141
5141
5141.21
5141.21
5141.22
5141.22
5142
5142
6142.8
6142.8
6153
6153
6153-E PDF(1)
6164.2
7111
9320
9321
9321-E(1)
9321-E(2)

Description

[Absences And Excuses](#)
[Student Disturbances](#)
[Student Disturbances](#)
[Health Care And Emergencies](#)
[Health Care And Emergencies](#)
[Administering Medication And Monitoring Health Conditions](#)
[Administering Medication And Monitoring Health Conditions](#)
[Infectious Diseases](#)
[Infectious Diseases](#)
[Safety](#)
[Safety](#)
[Comprehensive Health Education](#)
[Comprehensive Health Education](#)
[School-Sponsored Trips](#)
[School-Sponsored Trips](#)
[School-Sponsored Trips](#)
[Guidance/Counseling Services](#)
[Evaluating Existing Buildings](#)
[Meetings And Notices](#)
[Closed Session](#)
[Closed Session](#)
[Closed Session](#)

Policy 3550: Food Service/Child Nutrition Program

Status: DRAFT

Original Adopted Date: 10/20/2016 | **Last Revised Date:** 12/09/2022

The Governing Board recognizes that adequate, nourishing food is essential to student health and well-being, development, and ability to learn. The Superintendent or designee shall develop strategies to increase students' access to and participation in the district's food service programs and maintain fiscal integrity of the programs in accordance with law.

Each school day, a nutritionally adequate breakfast and lunch shall be made available at no cost to any student who requests a meal, including a student enrolled in an independent study program on any school day in which the student is scheduled for in-person educational activities of two or more hours. A nutritionally adequate breakfast or lunch is one that qualifies for reimbursement under the most current meal pattern for the federal School Breakfast Program or National School Lunch Program.

After a student has been provided a school meal at no cost, the district may sell the student the entrée from an additional nutritiously adequate meal that qualifies for federal reimbursement, from the same meal service. (Education Code 49431)

Foods and beverages available through the district's food service program shall:

1. Be carefully selected so as to contribute to students' nutritional well-being and the prevention of disease
2. Meet or exceed nutrition standards specified in law
3. Be prepared in ways that will appeal to students, retain nutritive quality, and foster lifelong healthful eating habits
4. Be served in age-appropriate portions

At the beginning of each school year, the Superintendent or designee shall communicate information related to the district's food service programs to the public through available means, including, but not limited to, the district's website, social media, flyers, and school publications.

The district's food service program shall give priority to serving freshly prepared onsite meals, using whole or minimally processed sustainable foods which are locally grown or produced, including fresh fruits and vegetables, and providing plant-based or restricted diet food options for students.

District schools are encouraged to establish school gardens and/or farm-to-school projects to increase the availability of safe, fresh, seasonal fruits and vegetables for school meals, positively impact students' knowledge related to food and nutrition, support the district's nutrition education program, and increase students' consumption of these foods and participation in school meals.

To the extent possible, the school meal program shall be coordinated with the nutrition education program, instructional program for teachers, parents/guardians and food service employees, available community resources, and other related district programs.

To encourage student participation in school meal programs, schools may offer multiple choices of food items within a meal service, provided all food items meet nutrition standards and all students are given an opportunity to select any food item.

The Superintendent or designee may invite students and parents/guardians to participate in the selection of foods of good nutritional quality for school menus.

Students shall be allowed adequate time and space to eat meals. (Education Code 49501.5)

To the extent possible, school, recess, and transportation schedules shall be designed to promote participation in school meal programs.

The Superintendent or designee shall periodically review the adequacy of school cafeterias and facilities for food preparation and consumption.

In accordance with law, the Superintendent or designee shall develop and maintain a food safety program in order to reduce the risk of foodborne hazards at each step of the food preparation and service process.

The Superintendent or designee shall annually report to the Board on student participation in the district's nutrition programs and the extent to which the district's food service program meets state and federal nutrition standards for foods and beverages. In addition, the Superintendent or designee shall provide all necessary and available documentation required for the Administrative Review conducted by the California Department of Education (CDE) to ensure the food service program's compliance with federal requirements related to nutrition standards, meal patterns, provision of drinking water, school meal environment, food safety, and other areas as required by CDE.

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
5 CCR 15575-15578	Requirements for foods and beverages outside the federal meals program
Ed. Code 35182.5	Contracts for advertising
Ed. Code 38080-38103	Cafeteria; establishment and use
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 48432.3	Voluntary enrollment in continuation education
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49501.5-49506	School Meals
Ed. Code 49510-49520	Nutrition
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49540-49546	Child care food program
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550.3-49562	Meals for needy students
Ed. Code 49570	National School Lunch Act
Ed. Code 51795-51798	School instructional gardens
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements

Federal	Description
42 USC 1751-1769j	School Lunch Program
42 USC 1758b	Local wellness policy
42 USC 1761	Summer Food Service Program and Seamless Summer Feeding Option

Federal

42 USC 1769a

42 USC 1771-1793

42 USC 1772

42 USC 1773

7 CFR 210.1-210.33

7 CFR 215.1-215.18

7 CFR 220.2-220.22

7 CFR 245.1-245.13

Description[Fresh Fruit and Vegetable Program](#)[Child Nutrition Act](#)[Special Milk Program](#)[School Breakfast Program](#)[National School Lunch Program](#)[Special Milk Program](#)

National School Breakfast Program

Eligibility for free and reduced-price meals and free milk

Management Resources

California Department of Education Publication

California Department of Education Publication

California Department of Food and Agriculture
Pub

California Project Lean Publication

CSBA Publication

CSBA Publication

CSBA Publication

CSBA Publication

CSBA Publication

U.S. Department of Agriculture Publication

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Website

Website

Website

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Website

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Website

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Description[Professional Standards in the School Nutrition Programs, Management Bulletin SNP-13-2020, Updated January 2022](#)[Healthy Children Ready to Learn, 2006](#)[Planting the Seed: Farm to School Roadmap for Success, February 2022](#)[Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006](#)[Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012](#)[Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2008](#)[Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, October 2007](#)[Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009](#)[Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, April 2006](#)[School Breakfast Toolkit](#)[Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005](#)[Dietary Guidelines for Americans, 2020](#)[Food Buying Guide for Child Nutrition Programs, May 2022](#)[Fresh Fruit and Vegetable Program: Handbook for Schools, December 2010](#)[Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles, June 2005](#)[California Department of Food and Agriculture, Office of Farm to Fork](#)[CSBA District and County Office of Education Legal Services](#)[U.S. Department of Agriculture, Food and Nutrition Service](#)[California Farm Bureau Federation](#)[Nourish California](#)[California Project LEAN \(Leaders Encouraging Activity and Nutrition\)](#)[Centers for Disease Control and Prevention](#)[California School Nutrition Association](#)[California Department of Education, School Nutrition](#)

Management Resources

Website	National Alliance for Nutrition and Activity
Website	California Department of Public Health
Website	California Healthy Kids Resource Center
Website	CSBA

Description**Cross References**

0500	Accountability
1312.4	Williams Uniform Complaint Procedures
1312.4-E PDF(1)	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
1312.4-E(3)	Williams Uniform Complaint Procedures
1325	Advertising And Promotion
1340	Access To District Records
1340	Access To District Records
3000	Concepts And Roles
3260	Fees And Charges
3260	Fees And Charges
3510	Green School Operations
3514	Environmental Safety
3514	Environmental Safety
3517	Facilities Inspection
3517-E(1)	Facilities Inspection
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3554-E PDF(1)	Other Food Sales
3555	Nutrition Program Compliance
3555-E PDF(1)	Nutrition Program Compliance
3580	District Records
3580	District Records
4131	Staff Development
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4231	Staff Development
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage

Description

Cross References

5030

5141.27

5141.27

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5145.6-E PDF(1)

5145.6-E PDF(2)

5145.6-E PDF(3)

5145.6-E(1)

5148

5148

5148.2

5148.2

5148.3

5148.3

6142.8

6142.8

6158

6158

6173

6173

6173-E PDF(1)

6173-E PDF(2)

6176

7110

Description[Student Wellness](#)[Food Allergies/Special Dietary Needs](#)[Food Allergies/Special Dietary Needs](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Child Care And Development](#)[Child Care And Development](#)[Before/After School Programs](#)[Before/After School Programs](#)[Preschool/Early Childhood Education](#)[Preschool/Early Childhood Education](#)[Comprehensive Health Education](#)[Comprehensive Health Education](#)[Independent Study](#)[Independent Study](#)[Education For Homeless Children](#)[Education For Homeless Children](#)[Education For Homeless Children](#)[Education For Homeless Children](#)[Weekend/Saturday Classes](#)[Facilities Master Plan](#)

Regulation 3550: Food Service/Child Nutrition Program

Status: DRAFT

Original Adopted Date: 10/20/2016 | **Last Revised Date:** 12/09/2022

Nutrition Standards for School Meals

Meals, food items, and beverages provided through the district's food services program shall: (Education Code 49501.5, 49553; 42 USC 1758, 1773)

1. Comply with National School Lunch and/or Breakfast Program standards for meal patterns, nutrient levels, and calorie requirements for the ages/grade levels served, as specified in 7 CFR 210.10 or 220.8 as applicable
2. Not be deep fried, par fried, or flash fried, as defined in Education Code 49430 and 49430.7

Drinking Water

The district shall provide access to free, fresh drinking water during meal times in food service areas at all district schools, including, but not limited to, areas where reimbursable meals under the National School Lunch or Breakfast Program are served or consumed. (Education Code 38086; 42 USC 1758)

Special Milk Program

Any school that does not participate in the National School Lunch or Breakfast Program may participate in the Special Milk Program to provide all enrolled students with reasonably priced milk. (7 CFR 215.7)

Food Safety

The Superintendent or designee shall ensure that the district's food service program meets the applicable sanitation and safety requirements of the California Retail Food Code as set forth in Health and Safety Code 113700-114437.

For all district schools participating in the National School Lunch and/or School Breakfast Program, the Superintendent or designee shall implement a written food safety program for the storage, preparation, and service of school meals which complies with the national Hazard Analysis and Critical Control Point (HACCP) system. The district's HACCP plan shall include, but is not limited to, a determination of critical control points and critical limits at each stage of food production, monitoring procedures, corrective actions, and recordkeeping procedures. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall ensure that food service directors, managers, and staff complete an annual continuing education or training as required by law. Each new employee, including a substitute, or volunteer shall complete initial food safety training prior to handling food. For each employee, the Superintendent or designee shall document the date, trainer, and subject of each training.

The Superintendent or designee shall assign staff to maintain records and logs documenting food safety activities, including, but not limited to, records of food deliveries, time and temperature monitoring during food production, equipment temperature (freezer, cooler, thermometer calibration), corrective actions, verification or review of safety efforts, and staff training.

Inspection of Food Facilities

All food preparation and service areas shall be inspected in accordance with Health and Safety Code 113725-113725.1 and applicable county regulations.

Each school participating in the National School Lunch and/or Breakfast Program shall, during each school year, obtain a minimum of two food safety inspections conducted by the county environmental health agency. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall retain records from the most recent food safety inspection. All schools shall post a notice indicating that the most recent inspection report is available to any interested person upon request. (Health and Safety Code 113725.1; 42 USC 1758; 7 CFR 210.13, 210.15, 220.7)

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
5 CCR 15575-15578	Requirements for foods and beverages outside the federal meals program
Ed. Code 35182.5	Contracts for advertising
Ed. Code 38080-38103	Cafeteria; establishment and use
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 48432.3	Voluntary enrollment in continuation education
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49501.5-49506	School Meals
Ed. Code 49510-49520	Nutrition
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49540-49546	Child care food program
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550.3-49562	Meals for needy students
Ed. Code 49570	National School Lunch Act
Ed. Code 51795-51798	School instructional gardens
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements

Federal	Description
42 USC 1751-1769j	School Lunch Program
42 USC 1758b	Local wellness policy
42 USC 1761	Summer Food Service Program and Seamless Summer Feeding Option
42 USC 1769a	Fresh Fruit and Vegetable Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1772	Special Milk Program
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 215.1-215.18	Special Milk Program
7 CFR 220.2-220.22	National School Breakfast Program
7 CFR 245.1-245.13	Eligibility for free and reduced-price meals and free milk

Management Resources

California Department of Education Publication

California Department of Education Publication

California Department of Food and Agriculture Pub

California Project Lean Publication

CSBA Publication

CSBA Publication

CSBA Publication

CSBA Publication

CSBA Publication

U.S. Department of Agriculture Publication

U.S. Department of Agriculture Publication

U.S. Department of Agriculture Publication

U.S. Department of Agriculture Publication

U.S. Department of Agriculture Publication

U.S. Department of Agriculture Publication

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Website

Cross References

0500

1312.4

1312.4-E PDF(1)

1312.4-E(1)

Description

[Professional Standards in the School Nutrition Programs, Management Bulletin SNP-13-2020, Updated January 2022](#)

[Healthy Children Ready to Learn, 2006](#)

[Planting the Seed: Farm to School Roadmap for Success, February 2022](#)

[Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006](#)

[Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012](#)

[Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2008](#)

[Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, October 2007](#)

[Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009](#)

[Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, April 2006](#)

[School Breakfast Toolkit](#)

[Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005](#)

[Dietary Guidelines for Americans, 2020](#)

[Food Buying Guide for Child Nutrition Programs, May 2022](#)

[Fresh Fruit and Vegetable Program: Handbook for Schools, December 2010](#)

[Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles, June 2005](#)

[California Department of Food and Agriculture, Office of Farm to Fork](#)

[CSBA District and County Office of Education Legal Services](#)

[U.S. Department of Agriculture, Food and Nutrition Service](#)

[California Farm Bureau Federation](#)

[Nourish California](#)

[California Project LEAN \(Leaders Encouraging Activity and Nutrition\)](#)

[Centers for Disease Control and Prevention](#)

[California School Nutrition Association](#)

[California Department of Education, School Nutrition](#)

[National Alliance for Nutrition and Activity](#)

[California Department of Public Health](#)

[California Healthy Kids Resource Center](#)

[CSBA](#)

Description

[Accountability](#)

[Williams Uniform Complaint Procedures](#)

[Williams Uniform Complaint Procedures](#)

[Williams Uniform Complaint Procedures](#)

Cross References

1312.4-E(2)

1312.4-E(3)

1325

1340

1340

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3554-E PDF(1)

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3555-E PDF(1)

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4231

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4241.6

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5145.6

5145.6-E PDF(1)

5145.6-E PDF(2)

5145.6-E PDF(3)

5145.6-E(1)

5148

5148

Description[Williams Uniform Complaint Procedures](#)[Williams Uniform Complaint Procedures](#)[Advertising And Promotion](#)[Access To District Records](#)[Access To District Records](#)[Concepts And Roles](#)[Fees And Charges](#)[Fees And Charges](#)[Green School Operations](#)[Environmental Safety](#)[Environmental Safety](#)[Facilities Inspection](#)[Facilities Inspection](#)[Food Service Operations/Cafeteria Fund](#)[Food Service Operations/Cafeteria Fund](#)[Free And Reduced Price Meals](#)[Free And Reduced Price Meals](#)[Other Food Sales](#)[Other Food Sales](#)[Other Food Sales](#)[Nutrition Program Compliance](#)[Nutrition Program Compliance](#)[District Records](#)[District Records](#)[Staff Development](#)[Concerted Action/Work Stoppage](#)[Concerted Action/Work Stoppage](#)[Staff Development](#)[Concerted Action/Work Stoppage](#)[Concerted Action/Work Stoppage](#)[Student Wellness](#)[Food Allergies/Special Dietary Needs](#)[Food Allergies/Special Dietary Needs](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Child Care And Development](#)[Child Care And Development](#)

Cross References

5148.2

5148.2

5148.3

5148.3

6142.8

6142.8

6158

6158

6173

6173

6173-E PDF(1)

6173-E PDF(2)

6176

7110

Description[Before/After School Programs](#)[Before/After School Programs](#)[Preschool/Early Childhood Education](#)[Preschool/Early Childhood Education](#)[Comprehensive Health Education](#)[Comprehensive Health Education](#)[Independent Study](#)[Independent Study](#)[Education For Homeless Children](#)[Education For Homeless Children](#)[Education For Homeless Children](#)[Education For Homeless Children](#)[Weekend/Saturday Classes](#)[Facilities Master Plan](#)

Policy 3551: Food Service Operations/Cafeteria Fund

Status: DRAFT

Original Adopted Date: 05/17/2018 | **Last Revised Date:** 12/09/2022

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

At the Board's discretion, district funds other than the cafeteria fund may be used for the purchase of school meals.

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by CDE. (42 USC 1776)

Meal Sales

Each school day, a nutritionally adequate breakfast and lunch shall be made available at no cost to any student who requests a meal, including a student enrolled in an independent study program on any school day in which the student is scheduled for in-person educational activities of two or more hours. After such school meals have been made available to a student, the district may sell the student the entrée from an additional nutritiously adequate meal that qualifies for federal reimbursement, from the same meal service. (Education Code 49431, 49501.5)

As permitted by law, adult meals and other nonprogram foods, such as smart snack compliant food and beverages sold in vending machines, may be sold to students. (Education Code 38082, 49431, 49501.5)

Meals may be sold to district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are authorized by the Superintendent or designee to be on campus. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments. Such procedures shall conform with 2 CFR 200.426 and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.

Cafeteria Fund and Account

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and for reasonable and necessary indirect program costs as allowed by law.

OPTION 1: (Food service employees paid from general fund)

The wages, salaries, and benefits of food service employees shall be paid from the district's general fund. At any time, the Board may order reimbursement from the district's cafeteria fund for these payments in amounts prescribed by the Board and not exceeding the costs actually incurred. (Education Code 38103)

OPTION 1 ENDS HERE

OPTION 2: (Food service employees paid from cafeteria fund)

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

OPTION 2 ENDS HERE

Contracts with Outside Services

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

Procurement of Foods, Equipment, and Supplies

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

The district's food service program shall give priority to serving freshly prepared onsite meals, using whole or minimally processed sustainable foods which are locally grown or produced, including fresh fruits and vegetables, and to providing plant-based or restricted diet food options for students.

When soliciting for bids and contracts for the purchase of an agricultural food product, the district shall specify in the solicitation that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless a specific exception applies. A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, the quality of the domestic product is inferior to the quality of the nondomestic product, or the bid or price of the nondomestic product is more than 25 percent lower than the bid or price of the domestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception for three years from the date of purchase. (Food and Agriculture Code 58596.3)

Furthermore, the district shall accept a bid or price for an agricultural food product grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price for domestic product produced outside the state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and

expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by CDE to ensure compliance of the district's food service program with federal requirements.

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
12 CCR 18928-18998.4	Short-lived climate pollutants
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 38080-38086	School meals
Ed. Code 38090-38095	Cafeterias; funds and accounts
Ed. Code 38100-38103	Cafeterias; allocation of charges
Ed. Code 42646	Alternate payroll procedure
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 49010	Educational activity; definition
Ed. Code 49431	The Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49501.5-49506	School Meals
Ed. Code 49550.3-49562	Meals for needy students
Ed. Code 49554	Contract for services
Ed. Code 49580-49581	Food recovery program
F&A Code 58595	Preference for California-grown agricultural products
F&A Code 58596.1-58596.5	Buy American Food Act; purchase of nondomestic agricultural food products
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements
Pub. Cont. Code 2000-2002	Responsive bidders
Pub. Cont. Code 20111	Contracts over \$50,000; contracts for construction; award to lowest responsible bidder
Pub. Cont. Code 3410	U.S. produce and processed foods
Federal	Description
2 CFR 200	Appendix VII Indirect cost proposals
2 CFR 200.318-200.326	Procurement standards
2 CFR 200.400-200.475	Cost principles
2 CFR 200.56	Indirect costs; definition
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 245.8	Nondiscrimination practices for students eligible for free and reduced price meal and free milk
7 CFR 250.1-250.70	USDA foods

Management Resources**Description**

CA Dept of Social Services Publication	Food Distribution Program Administrative Manual
California Department of Education Publication	Professional Standards in the SNPs, NSD Management Bulletin, SNP-13-2020, rev. January 2022
California Department of Education Publication	Food Service Management Company Contract Preapproval, NSD Management Bulletin, SNP-05-2023, March 2023
California Department of Education Publication	Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-04-2023, July 2023
California Department of Education Publication	Excess Net Cash Resources – Revised to Increase Limitation, NSD Management Bulletin, SNP-04-2022, May 2022
California Department of Education Publication	Pricing of Adult Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, SNP-04-2021, August 2021
California Department of Education Publication	Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015
California Department of Education Publication	Cafeteria Funds - Allowable Uses, NSD Management Bulletin, SNP-05-2020, February 2020
California Department of Education Publication	Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018
California Department of Education Publication	California School Accounting Manual
U.S. Department of Agriculture Publication	Buy American and the Agriculture Improvement Act of 2018, SP-32-2019, August 2019
U.S. Department of Agriculture Publication	Procuring Local Foods for Child Nutrition Programs, January 2022
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016
U.S. Department of Agriculture Publication	Indirect Costs: Guidance for State Agencies and School Food Authorities, SP 60-2016, September 2016
U.S. Department of Agriculture Publication	Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP-38-2017, June 2017
U.S. Department of Agriculture Publication	Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014
U.S. Dept of Agriculture Publication	School Meals - FAQs
Website	CalRecycle, Resources for Local Education Agencies: K-12 Public Schools and School Districts
Website	California Department of Education, Accounting
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	California Department of Social Services
Website	California Department of Education, School Nutrition
Website	California School Nutrition Association

Cross References**Description**

0410	Nondiscrimination In District Programs And Activities
1113	District And School Websites
1113	District And School Websites
1113-E PDF(1)	District And School Websites
1113-E(1)	District And School Websites
1113-E(2)	District And School Websites

Cross References

1113-E(3)

1340

1340

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3100

3110

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3300

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3314.2

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3512-E PDF(1)

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3554

3554

3554-E PDF(1)

3555

3555-E PDF(1)

3580

3580

4112.4

4212

4212.4

4231

Description[District And School Websites](#)[Access To District Records](#)[Access To District Records](#)[Budget](#)[Budget](#)[Transfer Of Funds](#)[Federal Grant Funds](#)[Federal Grant Funds](#)[Fees And Charges](#)[Fees And Charges](#)[Expenditures And Purchases](#)[Bids](#)[Bids](#)[Contracts](#)[Revolving Funds](#)[Management Of District Assets/Accounts](#)[Management Of District Assets/Accounts](#)[Financial Reports And Accountability](#)[Financial Reports And Accountability](#)[Green School Operations](#)[Energy And Water Management](#)[Energy And Water Management](#)[Equipment](#)[Equipment](#)[Criminal Background Checks For Contractors](#)[Food Service/Child Nutrition Program](#)[Food Service/Child Nutrition Program](#)[Free And Reduced Price Meals](#)[Free And Reduced Price Meals](#)[Other Food Sales](#)[Other Food Sales](#)[Other Food Sales](#)[Nutrition Program Compliance](#)[Nutrition Program Compliance](#)[District Records](#)[District Records](#)[Health Examinations](#)[Appointment And Conditions Of Employment](#)[Health Examinations](#)[Staff Development](#)

Cross References

4312.4

4331

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5145.6

5145.6-E PDF(1)

5145.6-E PDF(2)

5145.6-E PDF(3)

5145.6-E(1)

Description[Health Examinations](#)[Staff Development](#)[Student Wellness](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)

Regulation 3551: Food Service Operations/Cafeteria Fund

Status: DRAFT

Original Adopted Date: 05/17/2018 | **Last Revised Date:** 12/09/2022

Payments for Meals

The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

At the beginning of the school year, the Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of eligibility forms at the start of the school year
4. Posting the policy on the district's website

Reimbursement Claims

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free and reduced-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to the California Department of Education (CDE) using the online Child Nutrition Information and Payment System.

Minimizing Food Waste and Reducing Food Insecurity

The District shall take steps to minimize food waste and reduce food insecurity in district schools. (Health and Safety Code 114079)

The Superintendent or designee shall arrange to recover the maximum amount of edible food that would otherwise be disposed for donation to a local food recovery organization. (14 CCR 18991.3)

The district may also provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce that complies with Health and Safety Code 113992, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

The Superintendent or designee shall maintain records related to edible food recovery including a list of each food recovery service or organization that collects or receives the district's edible food, contact information for the service or organization, the types of food, frequency, and quantity that will be collected or hauled by the district, and a copy of contracts or written agreements between the district and food recovery services or organizations. (14 CCR 18991.4)

Cafeteria Fund and Account

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. (Education Code 38090, 38093)

The cafeteria fund shall be used only for those expenditures authorized by the Governing Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

The district may use cafeteria funds to supplement the provision of a nutritionally adequate breakfast and/or lunch to district students when permitted by law.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the purpose of and basis for the expenditure. (Education Code 38101)

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate as approved by CDE or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

Net cash resources in the nonprofit school food service shall not exceed six months' average expenditures. (7 CFR 210.14, 220.7)

U.S. Department of Agriculture Foods

The district shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14)

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

Contracts with Outside Services

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter

of the policy.

State

12 CCR 18928-18998.4
5 CCR 15550-15565
Ed. Code 38080-38086
Ed. Code 38090-38095
Ed. Code 38100-38103
Ed. Code 42646
Ed. Code 45103.5
Ed. Code 49010
Ed. Code 49431
Ed. Code 49490-49494
Ed. Code 49501.5-49506
Ed. Code 49550.3-49562
Ed. Code 49554
Ed. Code 49580-49581
F&A Code 58595

F&A Code 58596.1-58596.5

H&S Code 113700-114437
Pub. Cont. Code 2000-2002

Pub. Cont. Code 20111

Pub. Cont. Code 3410

Federal

2 CFR 200
2 CFR 200.318-200.326
2 CFR 200.400-200.475
2 CFR 200.56
42 USC 1751-1769j
42 USC 1771-1793
42 USC 1773
7 CFR 210.1-210.33
7 CFR 245.8
7 CFR 250.1-250.70

Management Resources

CA Dept of Social Services Publication

California Department of Education Publication

California Department of Education Publication

Description

Short-lived climate pollutants
[School lunch and breakfast programs](#)
[School meals](#)
[Cafeterias; funds and accounts](#)
[Cafeterias; allocation of charges](#)
[Alternate payroll procedure](#)
[Contracts for management consulting services; restrictions](#)
[Educational activity; definition](#)
[The Pupil Nutrition, Health, and Achievement Act of 2001](#)
[School breakfast and lunch programs](#)
[School Meals](#)
Meals for needy students
[Contract for services](#)
[Food recovery program](#)
[Preference for California-grown agricultural products](#)
[Buy American Food Act; purchase of nondomestic agricultural food products](#)
[California Retail Food Code; sanitation and safety requirements](#)
[Responsive bidders](#)
[Contracts over \\$50,000; contracts for construction; award to lowest responsible bidder](#)
[U.S. produce and processed foods](#)

Description

[Appendix VII Indirect cost proposals](#)
Procurement standards
Cost principles
Indirect costs; definition
[School Lunch Program](#)
[Child Nutrition Act](#)
[School Breakfast Program](#)
[National School Lunch Program](#)
[Nondiscrimination practices for students eligible for free and reduced price meal and free milk](#)
USDA foods

Description

[Food Distribution Program Administrative Manual](#)
[Professional Standards in the SNPs, NSD Management Bulletin, SNP-13-2020, rev. January 2022](#)
[Food Service Management Company Contract Preapproval, NSD Management Bulletin, SNP-05-2023, March 2023](#)

Management Resources**Description**

California Department of Education Publication	Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-04-2023, July 2023
California Department of Education Publication	Excess Net Cash Resources – Revised to Increase Limitation, NSD Management Bulletin, SNP-04-2022, May 2022
California Department of Education Publication	Pricing of Adult Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, SNP-04-2021, August 2021
California Department of Education Publication	Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015
California Department of Education Publication	Cafeteria Funds - Allowable Uses, NSD Management Bulletin, SNP-05-2020, February 2020
California Department of Education Publication	Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018
California Department of Education Publication	California School Accounting Manual
U.S. Department of Agriculture Publication	Buy American and the Agriculture Improvement Act of 2018, SP-32-2019, August 2019
U.S. Department of Agriculture Publication	Procuring Local Foods for Child Nutrition Programs, January 2022
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016
U.S. Department of Agriculture Publication	Indirect Costs: Guidance for State Agencies and School Food Authorities, SP 60-2016, September 2016
U.S. Department of Agriculture Publication	Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP-38-2017, June 2017
U.S. Department of Agriculture Publication	Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014
U.S. Dept of Agriculture Publication	School Meals - FAQs
Website	CalRecycle, Resources for Local Education Agencies: K-12 Public Schools and School Districts
Website	California Department of Education, Accounting
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	California Department of Social Services
Website	California Department of Education, School Nutrition
Website	California School Nutrition Association

Cross References**Description**

0410	Nondiscrimination In District Programs And Activities
1113	District And School Websites
1113	District And School Websites
1113-E PDF(1)	District And School Websites
1113-E(1)	District And School Websites
1113-E(2)	District And School Websites
1113-E(3)	District And School Websites
1340	Access To District Records
1340	Access To District Records
3100	Budget

Cross References

3100
3110
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3230
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3512-E PDF(1)
3515.6
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3550
3553
3553
3554
3554
3554-E PDF(1)
3555
3555-E PDF(1)
3580
3580
4112.4
4212
4212.4
4231
4312.4
4331
5030
5145.6

Description

[Budget](#)
[Transfer Of Funds](#)
[Federal Grant Funds](#)
[Federal Grant Funds](#)
[Fees And Charges](#)
[Fees And Charges](#)
[Expenditures And Purchases](#)
[Bids](#)
[Bids](#)
[Contracts](#)
[Revolving Funds](#)
[Management Of District Assets/Accounts](#)
[Management Of District Assets/Accounts](#)
[Financial Reports And Accountability](#)
[Financial Reports And Accountability](#)
[Green School Operations](#)
[Energy And Water Management](#)
[Energy And Water Management](#)
[Equipment](#)
[Equipment](#)
[Criminal Background Checks For Contractors](#)
[Food Service/Child Nutrition Program](#)
[Food Service/Child Nutrition Program](#)
[Free And Reduced Price Meals](#)
[Free And Reduced Price Meals](#)
[Other Food Sales](#)
[Other Food Sales](#)
[Other Food Sales](#)
[Nutrition Program Compliance](#)
[Nutrition Program Compliance](#)
[District Records](#)
[District Records](#)
[Health Examinations](#)
[Appointment And Conditions Of Employment](#)
[Health Examinations](#)
[Staff Development](#)
[Health Examinations](#)
[Staff Development](#)
[Student Wellness](#)
[Parent/Guardian Notifications](#)

Cross References

5145.6-E PDF(1)
5145.6-E PDF(2)
5145.6-E PDF(3)
5145.6-E(1)

Description

[Parent/Guardian Notifications](#)
[Parent/Guardian Notifications](#)
[Parent/Guardian Notifications](#)
[Parent/Guardian Notifications](#)

Policy 3553: Free And Reduced Price Meals

Status: DRAFT

Original Adopted Date: 05/17/2018 | **Last Revised Date:** 12/09/2022

The Governing Board recognizes that adequate nutrition is essential to the development, health and well-being, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of all students in the district's food service program.

Each school day, the district shall make available, free of charge, one nutritionally adequate breakfast and one nutritionally adequate lunch for any student who requests a meal. (Education Code 49501.5)

After a student has been provided a school meal at no cost, the district may sell the student the entrée from an additional nutritiously adequate meal that qualifies for federal reimbursement, from the same meal service. (Education Code 49431)

To provide optimal nutrition and ensure that schools receive maximum federal meal reimbursement, the Superintendent or designee shall assess the eligibility of district schools to operate a federal universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a. The Superintendent or designee shall submit an application to operate a federal universal meal provision to the California Department of Education (CDE) on behalf of any district school that meets the definition of a "high poverty school." (Education Code 49564.3)

The Superintendent or designee shall ensure that meals served under the school nutrition program meet applicable state and/or federal nutritional standards, as specified in law and district-adopted guidelines.

The Board shall approve, and shall submit to CDE for approval, a plan that ensures that students eligible to receive free or reduced-price meals are not treated differently from other students and that meets other requirements specified in Education Code 49557.

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meal program shall be confidential and may not be disclosed except as provided by law and authorized by the Board or pursuant to a court order. (Education Code 49558)

The Board authorizes designated employees to use records pertaining to an individual student's eligibility for the free and reduced-price meal program for the following purposes: (Education Code 49558)

1. Disaggregation of academic achievement data
2. Identification of students eligible for services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576
3. Facilitation of targeted educational services and supports to individual students based on the local control accountability plan

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist that other educational agency in ensuring that the student continues to receive school meals.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding

formula (LCFF) calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the LCFF and for assessing accountability of that funding. (Education Code 49558)

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. The Superintendent or designee also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

5 CCR 15510

5 CCR 15530-15535

5 CCR 15550-15565

Ed. Code 48980

Ed. Code 49430-49434

Ed. Code 49490-49494

Ed. Code 49501.5-49506

Ed. Code 49510-49520

Ed. Code 49530-49536

Ed. Code 49547-49548.3

Ed. Code 49550.3-49562

Ed. Code 49564.3

Description

[Mandatory meals for needy students](#)

[Nutrition education](#)

[School lunch and breakfast programs](#)

[Parent/Guardian notifications](#)

[Pupil Nutrition, Health, and Achievement Act of 2001](#)

[School breakfast and lunch programs](#)

[School Meals](#)

[Nutrition](#)

[Child Nutrition Act](#)

[Comprehensive nutrition services](#)

Meals for needy students

[High-poverty schools; universal meal service](#)

Federal

20 USC 1232g

20 USC 6301-6576

42 USC 1751-1769j

42 USC 1771-1791

42 USC 1773

7 CFR 210.1-210.33

7 CFR 220.10-220.21

7 CFR 245.1-245.13

Description

[Family Educational Rights and Privacy Act \(FERPA\) of 1974](#)

Title I Improving the Academic Achievement of the Disadvantaged

[School Lunch Program](#)

Child nutrition

[School Breakfast Program](#)

[National School Lunch Program](#)

National School Breakfast Program

Eligibility for free and reduced-price meals and free milk

Management Resources

California Department of Education Publication

Description

[Updated Guidance on Sharing of School Meal Applications and the Passing of Assembly Bill 1599, Management Bulletin SNP-12-2015, July 2015](#)

Management Resources

California Department of Education Publication

CSBA Publication

CSBA Publication

U.S. Department of Agriculture Publication

U.S. Dept of Agriculture Publication

Website

Website

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Website

Website

Website

Description

[Clarification on the Sharing of Individual Student Eligibility Information for Local Control and Accountability Plan Purposes, Management Bulletin SNP-02-2018, May 2018](#)

[Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012](#)

[Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, April 2006](#)

[Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002](#)

[Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2017](#)

[CSBA District and County Office of Education Legal Services](#)

[U.S. Department of Agriculture, Food and Nutrition Service](#)

[Nourish California](#)

[California Project LEAN \(Leaders Encouraging Activity and Nutrition\)](#)

[California Department of Education, School Nutrition](#)

[CSBA](#)

Cross References

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3555-E PDF(1)

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Description

[Goals For The School District](#)

[Nondiscrimination In District Programs And Activities](#)

[Local Control And Accountability Plan](#)

[Local Control And Accountability Plan](#)

[Access To District Records](#)

[Access To District Records](#)

[Relations Between Other Governmental Agencies And The Schools](#)

[Budget](#)

[Budget](#)

[Transportation Fees](#)

[Transportation Fees](#)

[Fees And Charges](#)

[Fees And Charges](#)

[Food Service/Child Nutrition Program](#)

[Food Service/Child Nutrition Program](#)

[Food Service Operations/Cafeteria Fund](#)

[Food Service Operations/Cafeteria Fund](#)

[Other Food Sales](#)

[Other Food Sales](#)

[Other Food Sales](#)

[Nutrition Program Compliance](#)

[Nutrition Program Compliance](#)

[Unauthorized Release Of Confidential/Privileged Information](#)

[Unauthorized Release Of Confidential/Privileged Information](#)

Cross References

4319.23

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6173

6173

6173-E PDF(1)

6173-E PDF(2)

6173.1

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6176

6177

Description[Unauthorized Release Of Confidential/Privileged Information](#)[Student Wellness](#)[Interdistrict Attendance](#)[Interdistrict Attendance](#)[Student Records](#)[Student Records](#)[School Health Services](#)[School Health Services](#)[Nondiscrimination/Harassment](#)[Nondiscrimination/Harassment](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Child Care And Development](#)[Child Care And Development](#)[Before/After School Programs](#)[Before/After School Programs](#)[State Academic Achievement Tests](#)[State Academic Achievement Tests](#)[Title I Programs](#)[Title I Programs](#)[Education For Homeless Children](#)[Education For Homeless Children](#)[Education For Homeless Children](#)[Education For Homeless Children](#)[Education For Foster Youth](#)[Education For Foster Youth](#)[Migrant Education Program](#)[Migrant Education Program](#)[Weekend/Saturday Classes](#)[Summer Learning Programs](#)

Regulation 3553: Free And Reduced Price Meals

Status: DRAFT

Original Adopted Date: 05/17/2018 | **Last Revised Date:** 12/09/2022

Applications

The Superintendent or designee shall ensure that the district's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. The district's application packet shall include the notifications and information listed in Education Code 49557.2.

The application form and related information shall be distributed in paper form to all parents/guardians at the beginning of each school year and shall be available to students at all times during the school day. (Education Code 48980, 49520, 49557; 42 USC 1758; 7 CFR 245.5)

In addition, the district application form for free and reduced price meals shall be available online. The online application form shall require completion of only those questions necessary for determining eligibility, contain clear instructions for families that are experiencing homelessness or who are migratory and comply with other requirements specified in Education Code 49557.

An application form and related information shall also be provided whenever a new student is enrolled.

At the beginning of each school year, the Superintendent or designee shall send a public release, containing the same information supplied to parents/guardians and including eligibility criteria, to local media, the local unemployment office, and any major employers in the district attendance area contemplating large layoffs. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

Eligibility

The Superintendent or designee shall determine students' eligibility for the free and reduced-price meal program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

Participants in the CalFresh, California Work Opportunity and Responsibility to Kids (CalWORKS), and Medi-Cal programs shall be directly certified for enrollment in the free and reduced-price meal program without further application. Participants in other state or federal programs may be directly certified when authorized by law. (Education Code 49561, 49562; 42 USC 1758; 7 CFR 245.6)

Verification of Eligibility

Not later than November 15 of each year, the Superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a.

If the review indicates that the initial eligibility determination is correct, the Superintendent or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the Superintendent or designee shall: (42 USC 1758; 7 CFR 245.6a)

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits
2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below
3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

If, as a result of verification activities, the eligibility of a household that is receiving free or reduced-price benefits cannot be confirmed, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for the household's ineligibility. At least 10 days prior to the actual reduction or termination, the Superintendent or designee shall send a notice of adverse action to the household. The notice shall advise the household of: (7 CFR 245.6a)

1. The change and the reasons for the change
2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal
3. The right to reapply at any time during the school year

Confidentiality/Release of Records

The Superintendent designates the following district employee(s) to disclose a student's name and eligibility status from individual meal records only for the purpose of disaggregation of academic achievement data and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576.

(title or position)

In permitting the disclosure of student records for such purposes, the Superintendent or designee shall ensure that: (Education Code 49558)

1. No individual indicators of participation in the free and reduced-price meal program are maintained in the permanent records of any student if not otherwise allowed by law
2. Information regarding individual student participation in the free and reduced-price meal program is not publicly released
3. All other confidentiality provisions required by law are met
4. Information collected regarding individual students certified to participate in the free and reduced-price meal program is destroyed when no longer needed for its intended purpose

Nondiscrimination Plan

In implementing the district's food service programs for students who are eligible to receive free or reduced-price meals, the district shall ensure the following: (Education Code 49557; 42 USC 1758)

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law
2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means
3. The students shall not be required to work for their meals
4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals at a different time

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

5 CCR 15510
 5 CCR 15530-15535
 5 CCR 15550-15565
 Ed. Code 48980
 Ed. Code 49430-49434
 Ed. Code 49490-49494
 Ed. Code 49501.5-49506
 Ed. Code 49510-49520
 Ed. Code 49530-49536
 Ed. Code 49547-49548.3
 Ed. Code 49550.3-49562
 Ed. Code 49564.3

Federal

20 USC 1232g
 20 USC 6301-6576
 42 USC 1751-1769j
 42 USC 1771-1791
 42 USC 1773
 7 CFR 210.1-210.33
 7 CFR 220.10-220.21
 7 CFR 245.1-245.13

Management Resources

California Department of Education Publication
 California Department of Education Publication
 CSBA Publication
 CSBA Publication
 U.S. Department of Agriculture Publication
 U.S. Dept of Agriculture Publication
 Website
 Website
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 Website

Description

[Mandatory meals for needy students](#)
[Nutrition education](#)
[School lunch and breakfast programs](#)
[Parent/Guardian notifications](#)
[Pupil Nutrition, Health, and Achievement Act of 2001](#)
[School breakfast and lunch programs](#)
[School Meals](#)
[Nutrition](#)
[Child Nutrition Act](#)
[Comprehensive nutrition services](#)
 Meals for needy students
[High-poverty schools; universal meal service](#)

Description

[Family Educational Rights and Privacy Act \(FERPA\) of 1974](#)
 Title I Improving the Academic Achievement of the Disadvantaged
[School Lunch Program](#)
 Child nutrition
[School Breakfast Program](#)
[National School Lunch Program](#)
 National School Breakfast Program
 Eligibility for free and reduced-price meals and free milk

Description

[Updated Guidance on Sharing of School Meal Applications and the Passing of Assembly Bill 1599, Management Bulletin SNP-12-2015, July 2015](#)
[Clarification on the Sharing of Individual Student Eligibility Information for Local Control and Accountability Plan Purposes, Management Bulletin SNP-02-2018, May 2018](#)
[Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012](#)
[Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, April 2006](#)
[Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002](#)
[Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2017](#)
[CSBA District and County Office of Education Legal Services](#)
[U.S. Department of Agriculture, Food and Nutrition Service](#)
[Nourish California](#)
[California Project LEAN \(Leaders Encouraging Activity and Nutrition\)](#)
[California Department of Education, School Nutrition](#)
[CSBA](#)

Cross References

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5148

Description[Goals For The School District](#)[Nondiscrimination In District Programs And Activities](#)[Local Control And Accountability Plan](#)[Local Control And Accountability Plan](#)[Access To District Records](#)[Access To District Records](#)[Relations Between Other Governmental Agencies And The Schools](#)[Budget](#)[Budget](#)[Transportation Fees](#)[Transportation Fees](#)[Fees And Charges](#)[Fees And Charges](#)[Food Service/Child Nutrition Program](#)[Food Service/Child Nutrition Program](#)[Food Service Operations/Cafeteria Fund](#)[Food Service Operations/Cafeteria Fund](#)[Other Food Sales](#)[Other Food Sales](#)[Other Food Sales](#)[Nutrition Program Compliance](#)[Nutrition Program Compliance](#)[Unauthorized Release Of Confidential/Privileged Information](#)[Unauthorized Release Of Confidential/Privileged Information](#)[Unauthorized Release Of Confidential/Privileged Information](#)[Student Wellness](#)[Interdistrict Attendance](#)[Interdistrict Attendance](#)[Student Records](#)[Student Records](#)[School Health Services](#)[School Health Services](#)[Nondiscrimination/Harassment](#)[Nondiscrimination/Harassment](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Child Care And Development](#)

Cross References

5148

5148.2

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6173

6173-E PDF(1)

6173-E PDF(2)

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6173.1

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Description[Child Care And Development](#)[Before/After School Programs](#)[Before/After School Programs](#)[State Academic Achievement Tests](#)[State Academic Achievement Tests](#)[Title I Programs](#)[Title I Programs](#)[Education For Homeless Children](#)[Education For Homeless Children](#)[Education For Homeless Children](#)[Education For Homeless Children](#)[Education For Foster Youth](#)[Education For Foster Youth](#)[Migrant Education Program](#)[Migrant Education Program](#)[Weekend/Saturday Classes](#)[Summer Learning Programs](#)

Policy 4111: Recruitment And Selection

Status: DRAFT

Original Adopted Date: 05/17/2018

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals, and believes that students benefit when district staff reflects the racial, ethnic, linguistic, and cultural diversity of the district.

The Superintendent or designee shall develop equitable, fair, and transparent recruitment and selection processes and procedures that ensure individuals are selected for employment in the district based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

Additionally, the Superintendent or designee shall, through the recruitment and selection processes and procedures, seek to establish and maintain a diverse staff, including the active recruitment from institutions and organizations that serve populations underrepresented among district employees.

When a vacancy occurs, the Superintendent or designee shall review, as appropriate, the job description for the position to ensure that it accurately describes the major functions and duties of the position. The Superintendent or designee shall also disseminate job announcements to ensure a wide range of candidates.

When posting an employment opportunity, the Superintendent or designee shall include the pay scale for the open position. (Labor Code 432.2)

The Superintendent shall develop and maintain appropriate hiring procedures to identify the best possible candidates for a position. In doing so, an interview committee may be established to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential and consistent with law.

No inquiry shall be made about any information prohibited by state or federal nondiscrimination laws.

Unless otherwise provided for in law, the district may not discriminate against a person in hiring based on the person's use of cannabis off the job and away from the workplace, including that the district may not request information from an applicant related to the applicant's prior use of cannabis, apart from the applicant's criminal history, or penalize an applicant based on a drug screening which finds that the applicant has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. (Government Code 12954)

However, the district retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954)

The Superintendent or designee shall not inquire, orally or in writing, about an applicant's salary history information, including compensation and benefits. Additionally, the Superintendent or designee shall not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. (Labor Code 432.3)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

Incentives

With Board approval and in accordance with district needs and any applicable collective bargaining agreements, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 200-270	Prohibition of discrimination
Ed. Code 35035	Powers and duties of the superintendent; transfer authority
Ed. Code 44066	Limitations on certification requirements
Ed. Code 44259	Teaching credential, exception; designated subjects; minimum requirements
Ed. Code 44750	Teacher recruitment resource center
Ed. Code 44830-44831	Employment of certificated persons
Ed. Code 44858	Age or marital status in certificated positions
Ed. Code 44859	Prohibition against certain rules and regulations regarding residency
Ed. Code 45103-45139	Employment; classified employees
Ed. Code 49406	TB risk assessment
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 7920.000-7930.215	California Public Records Act
Gov. Code 815.2	Liability of public entities and public employees
H&S Code 53570-53574	Teacher Housing Act of 2016
Lab. Code 432.3	Salary information

Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.101-35.190	Americans with Disabilities Act
34 CFR 106.51-106.61	Nondiscrimination on the basis of sex in employment in education program or activities
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
5 USC 552	Freedom of Information Act
8 USC 1324a	Unlawful employment of aliens
8 USC 1324b	Unfair immigration related employment practices

Management Resources	Description
CA Commission on Teacher Credentialing Publication	Strategic Plan: Ensuring Educator Excellence, 2023
California County Superintendents Publication	Teacher Recruitment in California: An Analysis of Effective Strategies, Research Brief, Veritas Research and Evaluation Group, October 2017
California Department of Education Publication	How to Increase the Diversity of California's Educator Workforce, April 2022
Court Decision	C.A. v William S. Hart Union High School District et al. (2012) 138 Cal.Rptr.3d 1
Ctr for Cities + Schools, cityLAB & Turner Ctr Pub	Education Workforce Housing in California: Developing the 21st Century Campus, 2021
Ctr for Cities + Schools, cityLAB & Turner Ctr Pub Website	Education Workforce Housing in California: The Handbook University of California Los Angeles, cityLAB

Management Resources

Website	University of California Berkeley, Turner Center for Housing Innovation
Website	University of California Berkeley, Center for Cities + Schools
Website	CSBA District and County Office of Education Legal Services
Website	Commission on Teacher Credentialing
Website	Education Job Opportunities Information Network
Website	Teach USA
Website	California County Superintendents
Website	California Civil Rights Department
Website	U.S. Department of Education
Website	Equal Employment Opportunity Commission
Website	California Department of Education

Description**Cross References**

0000	Vision
0000	Vision
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
2230	Representative And Deliberative Groups
4000	Concepts And Roles
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4100	Certificated Personnel
4111.2	Legal Status Requirement
4111.2	Legal Status Requirement
4112	Appointment And Conditions Of Employment
4112.2	Certification
4112.2	Certification
4112.21	Interns
4112.21	Interns
4112.22	Staff Teaching English Learners
4112.23	Special Education Staff
4112.61	Employment References
4112.61	Employment References
4112.8	Employment Of Relatives
4113	Assignment
4113	Assignment
4117.14	Postretirement Employment
4200	Classified Personnel
4200	Classified Personnel

Description

Cross References

4211.2

4211.2

4212

4212.61

4212.61

4212.8

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4311.2

4311.2

4312.1

4312.61

4312.61

4312.8

4317.14

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6171

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Description[Legal Status Requirement](#)[Legal Status Requirement](#)[Appointment And Conditions Of Employment](#)[Employment References](#)[Employment References](#)[Employment Of Relatives](#)[Administrative And Supervisory Personnel](#)[Administrative And Supervisory Personnel](#)[Legal Status Requirement](#)[Legal Status Requirement](#)[Contracts](#)[Employment References](#)[Employment References](#)[Employment Of Relatives](#)[Postretirement Employment](#)[Staff Development](#)[Title I Programs](#)[Title I Programs](#)[Role Of The Board](#)

Regulation 4112.5: Criminal Record Check

Status: DRAFT

Original Adopted Date: 10/20/2016

The Superintendent or designee shall not hire or retain in employment, in a certificated or classified position, a person who has been convicted of a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c), a controlled substance offense as defined in Education Code 44011, or a sex offense as defined in Education Code 44010. However, the Superintendent or designee shall not deny or terminate employment solely on the basis that the person has been: (Education Code 44830.1, 44836, 45122.1, 45123)

1. Convicted of a violent or serious felony, controlled substance offense, or sex offense, and the conviction is reversed and the person is acquitted of the offense in a new trial or the charges against the person are dismissed, unless the sex offense for which the conviction is dismissed pursuant to Penal Code 1203.4 involves a victim who was a minor
2. Convicted of a violent or serious felony and has obtained a certificate of rehabilitation or a pardon
3. Convicted of a serious felony, that is not also a violent felony, and has proven to the sentencing court that rehabilitation for purposes of school employment has been attained for at least one year
4. Convicted of a controlled substance offense and is applying for or is employed in a certificated position and has a credential issued by the Commission on Teacher Credentialing
5. Convicted of a controlled substance offense and is applying for or is employed in a classified position and has been determined by the Governing Board, from the evidence presented, to have been rehabilitated for at least five years

A certificated employee may be hired by the district without obtaining a criminal record summary if that employee is employed as a certificated employee in another California school district and became a permanent employee of another California school district as of October 1, 1997. (Education Code 44830.1, 44836)

The Superintendent or designee shall not issue a temporary certificate of clearance to a person whose application for a credential, certificate, or permit is being processed by the Commission on Teacher Credentialing if that person has been convicted of a violent or serious felony, unless the person is otherwise exempt pursuant to Education Code 44332.6 or 44830.1. (Education Code 44332.5, 44332.6)

Pre-Employment Record Check

The Superintendent or designee shall require each person to be employed by the district to submit fingerprints electronically through the Live Scan system so that a criminal record check may be conducted by the Department of Justice (DOJ). The Superintendent or designee shall provide the applicant with a Live Scan request form and a list of nearby Live Scan locations.

When a person is applying for a classified position, the Superintendent or designee shall request that the DOJ also obtain a criminal record check through the Federal Bureau of Investigation whenever the applicant meets one of the following conditions: (Education Code 45125)

1. The applicant has not resided in California for at least one year immediately preceding the application for employment.
2. The applicant has resided in California for more than one year, but less than seven years, and the DOJ has ascertained that the person was convicted of a sex offense where the victim was a minor or a drug offense where an element of the offense is either the distribution to or the use of a controlled substance by a minor.

The Superintendent or designee shall immediately notify the DOJ when an applicant who has submitted fingerprints to the DOJ is not subsequently employed by the district. (Penal Code 11105.2)

Subsequent Arrest Notification

The Superintendent or designee shall enter into a contract with the DOJ to receive notification of subsequent arrests resulting in conviction of any person whose fingerprints have been submitted to the DOJ. (Education Code 44830.1, 45125; Penal Code 11105.2)

Upon telephone or email notification by the DOJ that a current temporary employee, substitute employee, or probationary employee serving before March 15 of the employee's second probationary year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place that employee on leave without pay. (Education Code 44830.1, 45122.1)

When the district receives written electronic notification by the DOJ of the fact of conviction, the temporary employee, substitute employee, or probationary employee serving before March 15 of the employee's second probationary year shall be terminated automatically unless the employee challenges the DOJ record and the DOJ withdraws its notification in writing. Upon receipt of the written withdrawal of notification by the DOJ, the Superintendent or designee shall immediately reinstate the employee with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement if the employee is still employed by the district. (Education Code 44830.1, 45122.1)

The Superintendent or designee shall immediately notify the DOJ whenever a person whose fingerprints are maintained by the DOJ is terminated. (Penal Code 11105.2)

Notification of Applicant/Employee

The Superintendent or designee shall expeditiously furnish a copy of any DOJ notification to the applicant or employee to whom it relates if the information is a basis for an adverse employment decision. The copy shall be delivered in person or to the last contact information provided by the applicant or employee. (Penal Code 11105, 11105.2)

Maintenance of Records

The Superintendent shall designate at least one custodian of records who shall be responsible for the security, storage, dissemination, and destruction of all Criminal Offender Record Information (CORI) furnished to the district and shall serve as the primary contact for the DOJ for any related issues. (Penal Code 11102.2)

An employee designated as custodian of records shall receive a criminal background check clearance from the DOJ prior to serving in that capacity. (Penal Code 11102.2)

The custodian of records shall sign and return to the DOJ the Employee Statement Form acknowledging an understanding of the laws prohibiting misuse of CORI. In addition, the custodian of records shall ensure that any individual with access to CORI has on file a signed Employee Statement Form.

To ensure its confidentiality, CORI shall be accessible only to the custodian of records and shall be kept in a locked file separate from other files. CORI shall be used only for the purpose for which it is requested and its contents shall not be disclosed or reproduced. (Education Code 44830.1, 45125)

Once a hiring determination is made, the applicant's CORI shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained. (Education Code 44830.1, 45125; 11 CCR 708)

The Superintendent or designee shall immediately notify the DOJ whenever a designated custodian of records ceases to serve in that capacity. (Penal Code 11102.2)

Interagency Agreement

Subject to an interagency agreement with other school districts, the district shall submit and receive CORI on behalf of all participating districts. (Education Code 44830.2, 45125.01)

Upon receipt from the DOJ of a report of conviction of a serious or violent felony, the district shall communicate that fact to participating districts and shall remove the affected employee from the common list of persons eligible

for employment. (Education Code 44830.2, 45125.01)

In addition, upon receipt from the DOJ of a criminal history record or report of subsequent arrest for any person on a common list of persons eligible for employment, the district shall give notice to the superintendent of any participating district, or the person designated in writing by that superintendent, that the report is available for inspection on a confidential basis by the superintendent or the authorized designee. The report shall be made available at the district office for 30 days following the receipt of the notice. (Education Code 44830.2, 45125.01)

The district shall not release a copy of that information to any participating district or any other person. In addition, the district shall retain or dispose of the information in the manner specified in law and in this administrative regulation after all participating districts have had an opportunity to inspect it in accordance with law. (Education Code 44830.2, 45125.01)

The district shall maintain a record of all persons to whom the information has been shown and shall make this record available to the DOJ. (Education Code 44830.2, 45125.01)

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
11 CCR 701-708	Criminal offender record information
11 CCR 720-724	Incomplete criminal history information
11 CCR 994-994.15	Certification of individuals who take fingerprint impressions
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44332-44332.6	Temporary certificate of clearance
Ed. Code 44346.1	Applicants for credential; conviction of a violent or serious felony
Ed. Code 44830.1	Criminal record summary; certificated employees
Ed. Code 44830.2	Certificated employees; interagency agreement for sharing criminal record information
Ed. Code 44836	Employment of certificated persons convicted of sex offense or controlled substance offense
Ed. Code 44932	Grounds for dismissal of permanent employees
Ed. Code 45122.1	Classified employees; conviction of a violent or serious felony
Ed. Code 45125	Use of personal identification cards to ascertain conviction of crime
Ed. Code 45125.01	Interagency agreements for criminal record information
Ed. Code 45125.5	Automated records check
Ed. Code 45126	Duty of Department of Justice to furnish information
Ed. Code 49024	Activity Supervisor Clearance Certificate
Gov. Code 12954	Employment discrimination; cannabis use
H&S Code 11350	Offenses Involving Controlled Substances Formerly Classified as Narcotics
H&S Code 11377	Offenses Involving Controlled Substances Formerly Classified as Restricted Dangerous Drugs
Pen. Code 11075-11081	Criminal record dissemination
Pen. Code 11102.2	Maintenance of criminal offender records; custodian of records
Pen. Code 11105	Access to criminal history information
Pen. Code 11105.2	Subsequent arrest notification
Pen. Code 11105.3	Record of conviction involving sex crimes, drug crimes or crimes of violence

State

Pen. Code 11140-11144
Pen. Code 1192.7
Pen. Code 1203.4
Pen. Code 1203.425
Pen. Code 13300-13305
Pen. Code 667.5

Description

[Furnishing of state criminal history information](#)
[Plea bargaining limitation](#)
[Dismissal of conviction](#)
[Conviction relief](#)
[Local summary criminal history information](#)
[Prior prison terms; enhancement of prison terms](#)

Management Resources

Court Decision

Website
Website
Website

Description

Central Valley Chapter of the 7th Step Foundation Inc. v. Evelle J. Younger (1989) 214 Cal. App. 3d 145
[CSBA District and County Office of Education Legal Services](#)
[Office of the Attorney General, Department of Justice, Background Checks](#)
[CSBA](#)

Cross References

1240
1240
1340
1340
2120
3515.3
3515.3
3580
3580
4030
4030
4112
4112.2
4112.2
4112.6
4112.9
4112.9-E PDF(1)
4112.9-E PDF(2)
4112.9-E PDF(3)
4112.9-E(1)
4112.9-E(2)
4116
4116
4118
4118
4119.23

Description

[Volunteer Assistance](#)
[Volunteer Assistance](#)
[Access To District Records](#)
[Access To District Records](#)
[Superintendent Recruitment And Selection](#)
[District Police/Security Department](#)
[District Police/Security Department](#)
[District Records](#)
[District Records](#)
[Nondiscrimination In Employment](#)
[Nondiscrimination In Employment](#)
[Appointment And Conditions Of Employment](#)
[Certification](#)
[Certification](#)
[Personnel Files](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Probationary/Permanent Status](#)
[Probationary/Permanent Status](#)
[Dismissal/Suspension/Disciplinary Action](#)
[Dismissal/Suspension/Disciplinary Action](#)
[Unauthorized Release Of Confidential/Privileged Information](#)

Cross References

4121

4121

4127

4127

4200

4200

4212

4212.6

4212.9

4212.9-E PDF(1)

4212.9-E PDF(2)

4212.9-E PDF(3)

4212.9-E(1)

4218

4218

4218.1

4218.1

4219.23

4227

4227

4312.6

4312.9

4312.9-E PDF(1)

4312.9-E PDF(2)

4312.9-E PDF(3)

4312.9-E(1)

4319.23

4327

4327

5148

5148

5148.2

5148.2

5148.3

5148.3

6145

6145

9011

Description[Temporary/Substitute Personnel](#)[Temporary/Substitute Personnel](#)[Temporary Athletic Team Coaches](#)[Temporary Athletic Team Coaches](#)[Classified Personnel](#)[Classified Personnel](#)[Appointment And Conditions Of Employment](#)[Personnel Files](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Dismissal/Suspension/Disciplinary Action](#)[Dismissal/Suspension/Disciplinary Action](#)[Dismissal/Suspension/Disciplinary Action \(Merit System\)](#)[Dismissal/Suspension/Disciplinary Action \(Merit System\)](#)[Unauthorized Release Of Confidential/Privileged Information](#)[Temporary Athletic Team Coaches](#)[Temporary Athletic Team Coaches](#)[Personnel Files](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Unauthorized Release Of Confidential/Privileged Information](#)[Temporary Athletic Team Coaches](#)[Temporary Athletic Team Coaches](#)[Child Care And Development](#)[Child Care And Development](#)[Before/After School Programs](#)[Before/After School Programs](#)[Preschool/Early Childhood Education](#)[Preschool/Early Childhood Education](#)[Extracurricular And Cocurricular Activities](#)[Extracurricular And Cocurricular Activities](#)[Disclosure Of Confidential/Privileged Information](#)

Exhibit 4112.5-E(1): Criminal Record Check

Status: DRAFT

Original Adopted Date: Pending

**SAMPLE EMPLOYEE STATEMENT FORM
USE OF CRIMINAL JUSTICE INFORMATION**

As an employee/volunteer of _____ School District, you may have access to confidential criminal record information which is controlled by state and federal statutes. Misuse of such information may adversely affect the individual's civil rights and violate constitutional rights of privacy. Penal Code 502 prescribes the penalties relating to computer crimes. Penal Code 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be disseminated. Penal Code 11140-11144 and 13301-13305 prescribe penalties for misuse of criminal history information. Government Code 6200 prescribes felony penalties for misuse of public records. Penal Code 11142 and 13300 state:

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."

Civil Code 1798.53, Invasion of Privacy, states:

"Any person who intentionally discloses information, not otherwise public, which they know or should reasonably know was obtained from personal or confidential information maintained by a state agency or from records within a system of records maintained by a federal government agency, shall be subject to a civil action, for invasion of privacy, by the individual."

CIVIL, CRIMINAL, AND ADMINISTRATIVE PENALTIES:

- Penal Code 11141: DOJ furnishing to unauthorized person (misdemeanor)
- Penal Code 11142: Authorized person furnishing to other (misdemeanor)
- Penal Code 11143: Unauthorized person in possession (misdemeanor)
- California Constitution, Article I, Section 1 (Right to Privacy)
- Civil Code 1798.53, Invasion of Privacy
- Title 18 USC 641, 1030, 1951, and 1952

Any employee who is responsible for such misuse may be subject to immediate dismissal. Violations of this law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF CRIMINAL RECORD INFORMATION.

Signature _____ Date _____

Printed Name _____ Title _____

Name of District _____

PLEASE NOTE: Do not return this form to the DOJ. Your Custodian of Records should maintain these forms.

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
11 CCR 701-708	Criminal offender record information
11 CCR 720-724	Incomplete criminal history information

State

11 CCR 994-994.15
Ed. Code 44010
Ed. Code 44011
Ed. Code 44332-44332.6
Ed. Code 44346.1
Ed. Code 44830.1
Ed. Code 44830.2

Ed. Code 44836

Ed. Code 44932
Ed. Code 45122.1
Ed. Code 45125
Ed. Code 45125.01
Ed. Code 45125.5
Ed. Code 45126
Ed. Code 49024
Gov. Code 12954
H&S Code 11350
H&S Code 11377

Pen. Code 11075-11081
Pen. Code 11102.2
Pen. Code 11105
Pen. Code 11105.2
Pen. Code 11105.3
Pen. Code 11140-11144
Pen. Code 1192.7
Pen. Code 1203.4
Pen. Code 1203.425
Pen. Code 13300-13305
Pen. Code 667.5

Management Resources

Court Decision

Website
Website
Website

Cross References

1240

Description

Certification of individuals who take fingerprint impressions
[Sex offense; definitions](#)
[Controlled substance offense](#)
[Temporary certificate of clearance](#)
[Applicants for credential; conviction of a violent or serious felony](#)
[Criminal record summary; certificated employees](#)
[Certificated employees; interagency agreement for sharing criminal record information](#)
[Employment of certificated persons convicted of sex offense or controlled substance offense](#)
[Grounds for dismissal of permanent employees](#)
[Classified employees; conviction of a violent or serious felony](#)
[Use of personal identification cards to ascertain conviction of crime](#)
[Interagency agreements for criminal record information](#)
[Automated records check](#)
[Duty of Department of Justice to furnish information](#)
[Activity Supervisor Clearance Certificate](#)
[Employment discrimination; cannabis use](#)
[Offenses Involving Controlled Substances Formerly Classified as Narcotics](#)
[Offenses Involving Controlled Substances Formerly Classified as Restricted Dangerous Drugs](#)
[Criminal record dissemination](#)
[Maintenance of criminal offender records; custodian of records](#)
[Access to criminal history information](#)
[Subsequent arrest notification](#)
[Record of conviction involving sex crimes, drug crimes or crimes of violence](#)
[Furnishing of state criminal history information](#)
[Plea bargaining limitation](#)
[Dismissal of conviction](#)
[Conviction relief](#)
[Local summary criminal history information](#)
[Prior prison terms; enhancement of prison terms](#)

Description

Central Valley Chapter of the 7th Step Foundation Inc. v. Evelle J. Younger (1989) 214 Cal. App. 3d 145
[CSBA District and County Office of Education Legal Services](#)
[Office of the Attorney General, Department of Justice, Background Checks](#)
[CSBA](#)

Description

[Volunteer Assistance](#)

Cross References

1240

1340

1340

2120

3515.3

3515.3

3580

3580

4030

4030

4112

4112.2

4112.2

4112.6

4112.9

4112.9-E PDF(1)

4112.9-E PDF(2)

4112.9-E PDF(3)

4112.9-E(1)

4112.9-E(2)

4116

4116

4118

4118

4119.23

4121

4121

4127

4127

4200

4200

4212

4212.6

4212.9

4212.9-E PDF(1)

4212.9-E PDF(2)

4212.9-E PDF(3)

4212.9-E(1)

4218

4218

Description[Volunteer Assistance](#)[Access To District Records](#)[Access To District Records](#)[Superintendent Recruitment And Selection](#)[District Police/Security Department](#)[District Police/Security Department](#)[District Records](#)[District Records](#)[Nondiscrimination In Employment](#)[Nondiscrimination In Employment](#)[Appointment And Conditions Of Employment](#)[Certification](#)[Certification](#)[Personnel Files](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Probationary/Permanent Status](#)[Probationary/Permanent Status](#)[Dismissal/Suspension/Disciplinary Action](#)[Dismissal/Suspension/Disciplinary Action](#)[Unauthorized Release Of Confidential/Privileged Information](#)[Temporary/Substitute Personnel](#)[Temporary/Substitute Personnel](#)[Temporary Athletic Team Coaches](#)[Temporary Athletic Team Coaches](#)[Classified Personnel](#)[Classified Personnel](#)[Appointment And Conditions Of Employment](#)[Personnel Files](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Dismissal/Suspension/Disciplinary Action](#)[Dismissal/Suspension/Disciplinary Action](#)

Cross References

4218.1

4218.1

4219.23

4227

4227

4312.6

4312.9

4312.9-E PDF(1)

4312.9-E PDF(2)

4312.9-E PDF(3)

4312.9-E(1)

4319.23

4327

4327

5148

5148

5148.2

5148.2

5148.3

5148.3

6145

6145

9011

Description[Dismissal/Suspension/Disciplinary Action \(Merit System\)](#)[Dismissal/Suspension/Disciplinary Action \(Merit System\)](#)[Unauthorized Release Of Confidential/Privileged Information](#)[Temporary Athletic Team Coaches](#)[Temporary Athletic Team Coaches](#)[Personnel Files](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Unauthorized Release Of Confidential/Privileged Information](#)[Temporary Athletic Team Coaches](#)[Temporary Athletic Team Coaches](#)[Child Care And Development](#)[Child Care And Development](#)[Before/After School Programs](#)[Before/After School Programs](#)[Preschool/Early Childhood Education](#)[Preschool/Early Childhood Education](#)[Extracurricular And Cocurricular Activities](#)[Extracurricular And Cocurricular Activities](#)[Disclosure Of Confidential/Privileged Information](#)

Policy 4118: Dismissal/Suspension/Disciplinary Action

Status: DRAFT

Original Adopted Date: 10/20/2016 | **Last Revised Date:** 03/09/2023

The Governing Board expects all employees to perform their jobs satisfactorily, exhibit professional and appropriate conduct, and serve as positive role models both at school and in the community. A certificated employee may be disciplined for conduct or performance in accordance with law, the applicable collective bargaining agreement, Board policy, or administrative regulation.

Disciplinary action shall be based on the particular facts and circumstances involved and the severity of the conduct or performance.

The Superintendent or designee shall ensure that disciplinary actions are appropriately documented and taken in a consistent, nondiscriminatory manner. In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for engaging in protected activities, or for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, suspension or leave without pay, or dismissal.

Suspension/Dismissal Procedures

The Superintendent shall notify the Board whenever there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933.

When the Board finds that there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933, it may formulate a written statement of charges specifying instances of behavior and the acts or omissions constituting the charge, the statutes and rules that the employee is alleged to have violated when applicable, and the facts relevant to each charge. The Board shall also review any duly signed and verified written statement of charges filed by any other person. (Education Code 44934, 44934.1)

Based on the written statement of charges, the Board may, upon majority vote, give notice to the employee of the Board's intention to suspend or dismiss the employee at the expiration of 30 days from the date the notice is served. (Education Code 44934, 44934.1)

Prior to serving a suspension or dismissal notice that includes a charge of unsatisfactory performance, the district shall give the employee written notice of the unsatisfactory performance that specifies the nature of the unsatisfactory performance with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct the faults and overcome the grounds for any unsatisfactory performance charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unsatisfactory performance shall be provided at least 90 days prior to the filing of the suspension or dismissal notice or prior to the last one-fourth of the school days in the year. (Education Code 44938)

Prior to serving a suspension or dismissal notice that includes a charge of unprofessional conduct, the district shall give the employee written notice that describes the nature of the unprofessional conduct with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct the faults and overcome the grounds for any unprofessional conduct charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unprofessional conduct shall be provided at least 45 days prior to the filing of the suspension or dismissal notice. (Education Code 44938)

Except for notices that only include charges of unsatisfactory performance, the written suspension or dismissal notice may be served at any time of year. Such notice shall be served upon the employee personally if given outside of the instructional year or, if given during the instructional year, may be served personally or by registered mail to the employee's last known address. Notices with a charge of unsatisfactory performance shall be given only during

the instructional year of the school site where the employee is physically employed and may be served personally or by registered mail to the employee's last known address. (Education Code 44936)

If an employee has been served notice and demands a hearing pursuant to Government Code 11505 and 11506, the Board shall either rescind its action or schedule a hearing on the matter. (Education Code 44941, 44941.1, 44943, 44944)

Pending suspension or dismissal proceedings for an employee who is charged with egregious misconduct, immoral conduct, conviction of a felony or of any crime involving moral turpitude, incompetency due to mental disability, or willful refusal to perform regular assignments without reasonable cause as prescribed by district rules and regulations, the Board may, if it deems it necessary, immediately suspend the employee from assigned duties. If the employee files a motion with the Office of Administrative Hearings for immediate reversal of the suspension based on a cause other than egregious misconduct, the Board may file a written response before or at the time of the hearing. (Education Code 44939, 44939.1)

When a suspension or dismissal hearing is to be conducted by a Commission on Professional Competence, the Board shall, no later than 45 days before the date set for the hearing, select one person with a currently valid credential to serve on the Commission. The appointee shall not be an employee of the district and shall have at least three years' experience within the past 10 years at the same grade span or assignment as the employee, as defined in Education Code 44944. (Education Code 44944)

Compulsory Leave of Absence

Upon being informed that a certificated employee has been charged with a mandatory leave of absence offense, the Superintendent or designee shall immediately place the employee on a compulsory leave of absence. (Education Code 44940, 44940.5)

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 80303	Reports of change in employment status; alleged misconduct
5 CCR 80304	Notice of sexual misconduct
CA Constitution Article 1, Section 1	Inalienable rights
Ed. Code 44008	Effect of termination of probation
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44242.5	Reports and review of alleged misconduct
Ed. Code 44425	Conviction of a sex or narcotic offense
Ed. Code 44660-44665	Evaluation and assessment of performance of certificated employees
Ed. Code 44830.1	Criminal record summary; certificated employees
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44930-44988	Resignations, dismissals and leaves of absence
Ed. Code 45055	Drawing of warrants for teachers
Ed. Code 48907	Exercise of free expression; time, place, and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 51530	Advocacy or teaching of communism

State

Gov. Code 1028
Gov. Code 11505-11506
Gov. Code 12954
Gov. Code 3543.2
H&S Code 11054
H&S Code 11055
H&S Code 11056
H&S Code 11357-11361
H&S Code 11363
H&S Code 11364
H&S Code 11370.1
Pen. Code 11165.2-11165.6
Pen. Code 1192.7
Pen. Code 187
Pen. Code 291
Pen. Code 667.5

Description

[Advocacy of communism](#)
[Hearing](#)
[Employment discrimination; cannabis use](#)
[Scope of representation](#)
[Schedule I; substances included](#)
[Schedule II; substances included](#)
[Schedule III; substances included](#)
[Marijuana](#)
[Peyote](#)
[Opium](#)
[Possession of controlled substances with a firearm](#)
[Child abuse or neglect; definitions](#)
[Plea bargaining limitation](#)
[Murder](#)
[School employees arrest for sex offense](#)
[Prior prison terms; enhancement of prison terms](#)

Federal

U.S. Constitution, First Amendment

Description

[Free exercise, free speech, and establishment clauses](#)

Management Resources

Commission on Teacher Credentialing Publication

Court Decision

Court Decision

Court Decision

Court Decision

U.S. Department of Education Publication

Website
Website
Website
Website
Website
Website
Website

Description

California's Laws and Rules Pertaining to the Discipline of Professional Certificated Personnel, 2007

Visalia Unified School District v. Public Employment Relations Board (2024) 98 Cal.App.5th 844

Kennedy v. Bremerton (2022) 142 S.Ct. 2407

Crowl v. Commission on Professional Competence (1990) 225 Cal. App. 3d 334

Morrison v. State Board of Education (1969) 1 Cal.3d 214

[Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023](#)
[Office of the Attorney General](#)
[Office of Administrative Hearings](#)
[Department of General Services, About Teacher Dismissal Case Type](#)
[CSBA District and County Office of Education Legal Services](#)
[Commission on Teacher Credentialing](#)
[CSBA](#)
[U.S. Department of Education](#)

Cross References

1114
1114
1312.1

Description

[District-Sponsored Social Media](#)
[District-Sponsored Social Media](#)
[Complaints Concerning District Employees](#)

Cross References

1312.1
1312.3
1312.3
1312.3-E PDF(1)
1312.3-E PDF(2)
3230
3230
3512
3512-E PDF(1)
3513.3
3513.3
3515.2
3515.2
3515.21
3516.2
4000
4020
4020-E PDF(1)
4030
4030
4040
4040
4040-E PDF(1)
4112
4112.1
4112.4
4112.42
4112.42
4112.5
4112.5-E PDF(1)
4112.6
4112.9
4112.9-E PDF(1)
4112.9-E PDF(2)
4112.9-E PDF(3)
4112.9-E(1)
4112.9-E(2)
4114
4115
4115

Description

[Complaints Concerning District Employees](#)
[Uniform Complaint Procedures](#)
[Uniform Complaint Procedures](#)
[Uniform Complaint Procedures](#)
[Uniform Complaint Procedures](#)
[Federal Grant Funds](#)
[Federal Grant Funds](#)
[Equipment](#)
[Equipment](#)
[Tobacco-Free Schools](#)
[Tobacco-Free Schools](#)
[Disruptions](#)
[Disruptions](#)
[Unmanned Aircraft Systems \(Drones\)](#)
[Bomb Threats](#)
[Concepts And Roles](#)
[Drug And Alcohol-Free Workplace](#)
[Drug And Alcohol-Free Workplace](#)
[Nondiscrimination In Employment](#)
[Nondiscrimination In Employment](#)
[Employee Use Of Technology](#)
[Employee Use Of Technology](#)
[Employee Use Of Technology](#)
[Appointment And Conditions Of Employment](#)
[Contracts](#)
[Health Examinations](#)
[Drug And Alcohol Testing For School Bus Drivers](#)
[Drug And Alcohol Testing For School Bus Drivers](#)
[Criminal Record Check](#)
[Criminal Record Check](#)
[Personnel Files](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Transfers](#)
[Evaluation/Supervision](#)
[Evaluation/Supervision](#)

Cross References

4117.7
4119.1
4119.11
4119.11
4119.12
4119.12-E PDF(1)
4119.21
4119.21-E PDF(1)
4119.22
4119.23
4119.25
4119.25
4127
4127
4131.1
4136
4141
4141.6
4141.6
4154
4154
4157
4157
4158
4158
4159
4161
4161
4212.4
4212.42
4212.42
4212.5
4212.5-E PDF(1)
4212.6
4212.9
4212.9-E PDF(1)
4212.9-E PDF(2)
4212.9-E PDF(3)
4212.9-E(1)

Description

[Employment Status Reports](#)
[Civil And Legal Rights](#)
[Sex Discrimination and Sex-Based Harassment](#)
[Sex Discrimination and Sex-Based Harassment](#)
[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)
[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)
[Professional Standards](#)
[Professional Standards](#)
[Dress And Grooming](#)
[Unauthorized Release Of Confidential/Privileged Information](#)
[Political Activities Of Employees](#)
[Political Activities Of Employees](#)
[Temporary Athletic Team Coaches](#)
[Temporary Athletic Team Coaches](#)
[Teacher Support And Guidance](#)
[Nonschool Employment](#)
[Collective Bargaining Agreement](#)
[Concerted Action/Work Stoppage](#)
[Concerted Action/Work Stoppage](#)
[Health And Welfare Benefits](#)
[Health And Welfare Benefits](#)
[Employee Safety](#)
[Employee Safety](#)
[Employee Security](#)
[Employee Security](#)
[Employee Assistance Programs](#)
[Leaves](#)
[Leaves](#)
[Health Examinations](#)
[Drug And Alcohol Testing For School Bus Drivers](#)
[Drug And Alcohol Testing For School Bus Drivers](#)
[Criminal Record Check](#)
[Criminal Record Check](#)
[Personnel Files](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)

Cross References

4219.1
4219.11
4219.11
4219.12
4219.21
4219.21-E PDF(1)
4219.22
4219.23
4219.25
4219.25
4227
4227
4236
4241
4241.6
4241.6
4254
4254
4257
4257
4258
4258
4259
4261
4261
4312.4
4312.5
4312.5-E PDF(1)
4312.6
4312.9
4312.9-E PDF(1)
4312.9-E PDF(2)
4312.9-E PDF(3)
4312.9-E(1)
4317.7
4319.1
4319.11
4319.11
4319.12

Description

[Civil And Legal Rights](#)
[Sex Discrimination and Sex-Based Harassment](#)
[Sex Discrimination and Sex-Based Harassment](#)
[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)
[Professional Standards](#)
[Professional Standards - Code Of Ethics](#)
[Dress And Grooming](#)
[Unauthorized Release Of Confidential/Privileged Information](#)
[Political Activities Of Employees](#)
[Political Activities Of Employees](#)
[Temporary Athletic Team Coaches](#)
[Temporary Athletic Team Coaches](#)
[Nonschool Employment](#)
[Collective Bargaining Agreement](#)
[Concerted Action/Work Stoppage](#)
[Concerted Action/Work Stoppage](#)
[Health And Welfare Benefits](#)
[Health And Welfare Benefits](#)
[Employee Safety](#)
[Employee Safety](#)
[Employee Security](#)
[Employee Security](#)
[Employee Assistance Programs](#)
[Leaves](#)
[Leaves](#)
[Health Examinations](#)
[Criminal Record Check](#)
[Criminal Record Check](#)
[Personnel Files](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employment Status Reports](#)
[Civil And Legal Rights](#)
[Sex Discrimination and Sex-Based Harassment](#)
[Sex Discrimination and Sex-Based Harassment](#)
[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)

Cross References

4319.12-E PDF(1)

4319.21

4319.21-E PDF(1)

4319.22

4319.23

4319.25

4319.25

4327

4327

4336

4354

4354

4357

4357

4358

4358

4359

4361

4361

5144.2

5145.2

5145.2

5145.3

5145.3

5145.7

5145.7

5145.71

5145.71-E PDF(1)

5145.9

6145.2

6145.2

6162.54

9000

9321

9321-E(1)

9321-E(2)

Description[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)[Professional Standards](#)[Professional Standards](#)[Dress And Grooming](#)[Unauthorized Release Of Confidential/Privileged Information](#)[Political Activities Of Employees](#)[Political Activities Of Employees](#)[Temporary Athletic Team Coaches](#)[Temporary Athletic Team Coaches](#)[Nonschool Employment](#)[Health And Welfare Benefits](#)[Health And Welfare Benefits](#)[Employee Safety](#)[Employee Safety](#)[Employee Security](#)[Employee Security](#)[Employee Assistance Programs](#)[Leaves](#)[Leaves](#)[Suspension And Expulsion/Due Process \(Students With Disabilities\)](#)[Freedom Of Speech/Expression](#)[Freedom Of Speech/Expression](#)[Nondiscrimination/Harassment](#)[Nondiscrimination/Harassment](#)[Sex Discrimination and Sex-Based Harassment](#)[Sex Discrimination and Sex-Based Harassment](#)[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)[Hate-Motivated Behavior](#)[Athletic Competition](#)[Athletic Competition](#)[Test Integrity/Test Preparation](#)[Role Of The Board](#)[Closed Session](#)[Closed Session](#)[Closed Session](#)

Regulation 4118: Dismissal/Suspension/Disciplinary Action

Status: DRAFT

Original Adopted Date: 10/20/2016 | **Last Revised Date:** 02/16/2023

Causes for Suspension or Dismissal

A certificated employee with permanent status may be suspended without pay or dismissed only for one or more of the following causes: (Education Code 44932)

1. Immoral conduct including, but not limited to, egregious misconduct that is the basis for a sex offense or controlled substance offense described in Education Code 44010 or 44011 or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Unprofessional conduct
3. Commission, aiding, or advocating the commission of acts of criminal syndicalism
4. Dishonesty
5. Unsatisfactory performance
6. Evident unfitness for service
7. Physical or mental condition unfitting the employee to instruct or associate with children
8. Persistent violation of or refusal to obey the school laws or reasonable regulations of the state or district
9. Conviction of a felony or of any crime involving moral turpitude
10. Violation of Education Code 51530 or Government Code 1028 prohibiting the advocacy or teaching of communism
11. Alcoholism or other drug abuse that makes the employee unfit to instruct or associate with children

An employee may be suspended or dismissed on grounds of unprofessional conduct consisting of acts or omissions not listed above if the charge specifies instances of behavior deemed to constitute unprofessional conduct. (Education Code 44933)

Suspension/Dismissal of Permanent Employees

When a permanent certificated employee is charged with one or more of the offenses specified in the section "Causes for Suspension or Dismissal" above, the following procedures shall apply:

1. The person preparing a written statement of charges that there is cause to suspend or dismiss an employee shall submit the signed statement to the Governing Board, or a written statement of charges shall be formulated by the Board that cause to suspend or dismiss the permanent employee exists. (Education Code 44934, 44934.1)
2. The employee, upon receiving notice of the Board's intent to suspend or dismiss, may request a hearing on the matter. The hearing shall be conducted by the Commission on Professional Competence, except that any case involving only egregious misconduct shall be heard instead by an administrative law judge and, in any other case, the hearing may be conducted by an administrative law judge when both the district and the employee so stipulate. (Education Code 44943, 44944, 44944.05, 44944.1, 44944.3)
3. Except when the employee is charged solely with egregious misconduct, the district may amend the charges less than 90 days before the hearing only upon showing of good cause and upon approval of the administrative law judge. (Education Code 44934)

4. The employee shall be suspended or dismissed when the Commission on Professional Competence or administrative law judge has issued its decision upholding suspension or dismissal or, if the employee did not request a hearing, at the expiration of 30 days after service of the notice of intent to suspend or dismiss. (Education Code 44941, 44943, 44944)

The Superintendent or designee shall notify the Commission on Teacher Credentialing when the employment status of a certificated employee has been changed as a result of alleged misconduct or while an allegation of misconduct is pending. (Education Code 44030.5, 44242.5, 44940; 5 CCR 80303)

Suspension/Dismissal of Probationary Employees

The district may choose not to rehire probationary employees for the following school year without giving a statement of reasons if proper notice is provided by March 15 of the employee's second, complete, consecutive year of employment. (Education Code 44929.21, 44929.23)

OPTION 1: (Districts with ADA of 250 or more, or districts with less than 250 ADA that have elected to use the dismissal procedures in Education Code 44948.3)

During the school year, a probationary employee who is in the first or second year of service may be dismissed only for one or more of the causes listed in Items #1-11 in the section "Causes for Suspension or Dismissal" above or for unsatisfactory performance determined pursuant to Education Code 44660-44665. (Education Code 44948.2, 44948.3)

Whenever a first- or second-year probationary employee is so charged, the following procedures shall apply for dismissing the employee during the school year: (Education Code 44948.3)

1. The Superintendent or designee shall give 30 days' prior written notice of dismissal, not later than March 15 in the case of second-year probationary employees. The notice shall include a statement of the reasons for the dismissal, notice of the opportunity to appeal, and, if the cause is unsatisfactory performance, a copy of the evaluation conducted pursuant to Education Code 44664.
2. Upon receipt of the notice of dismissal, the employee may be dismissed if no request for a hearing is submitted to the Board within 15 days.
3. If a hearing is requested, the district may arrange for the appointment of an administrative law judge to conduct the hearing and to recommend a decision to the Board.

A probationary employee may be suspended without pay for a specified period of time as an alternative to dismissal. (Education Code 44948.3)

OPTION 1 ENDS HERE

OPTION 2: (Districts with less than 250 ADA that do not grant permanent status after two years and do not elect to use the procedures in Education Code 44948.3)

During the school year, probationary employees may be dismissed only for one or more of the causes listed in Items #1-11 in the section "Causes for Suspension or Dismissal" above. (Education Code 44948)

Whenever a probationary employee is so charged, dismissal procedures shall be those set forth in Education Code 44934 and 44934.1 as described in the section "Suspension/Dismissal of Permanent Employees" above.

OPTION 2 ENDS HERE

Compulsory Leave of Absence

Upon being informed that a certificated employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes: (Education Code 44830.1, 44940)

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187, prohibiting murder or attempted murder
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a certificated employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1, except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinol. (Education Code 44940)

If an employee is charged with an offense that falls into both the mandatory and optional leave of absence definitions, the offense shall be treated as a mandatory leave of absence offense. (Education Code 44940)

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless a hearing is demanded. (Education Code 44940, 44940.5)

During the period of compulsory leave, the employee shall be compensated in accordance with Education Code 44940.5.

Upon receipt of telephone or electronic notification from the Department of Justice that a current temporary, substitute, or probationary employee serving before March 15 of the second probationary year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place the employee on leave without pay. Upon receipt of electronic notification of the conviction from the Department of Justice, such employee shall be automatically terminated and without regard to any other termination procedure. (Education Code 44830.1)

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 80303	Reports of change in employment status; alleged misconduct
5 CCR 80304	Notice of sexual misconduct
CA Constitution Article 1, Section 1	Inalienable rights
Ed. Code 44008	Effect of termination of probation
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44242.5	Reports and review of alleged misconduct
Ed. Code 44425	Conviction of a sex or narcotic offense
Ed. Code 44660-44665	Evaluation and assessment of performance of certificated employees
Ed. Code 44830.1	Criminal record summary; certificated employees
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44930-44988	Resignations, dismissals and leaves of absence
Ed. Code 45055	Drawing of warrants for teachers
Ed. Code 48907	Exercise of free expression; time, place, and manner rules and regulations

State

Ed. Code 48950
Ed. Code 51530
Gov. Code 1028
Gov. Code 11505-11506
Gov. Code 12954
Gov. Code 3543.2
H&S Code 11054
H&S Code 11055
H&S Code 11056
H&S Code 11357-11361
H&S Code 11363
H&S Code 11364
H&S Code 11370.1
Pen. Code 11165.2-11165.6
Pen. Code 1192.7
Pen. Code 187
Pen. Code 291
Pen. Code 667.5

Federal

U.S. Constitution, First Amendment

Management Resources

Commission on Teacher Credentialing Publication

Court Decision

Court Decision

Court Decision

Court Decision

U.S. Department of Education Publication

Website
Website
Website
Website
Website
Website
Website

Cross References

1114

Description

[Speech and other communication](#)
[Advocacy or teaching of communism](#)
[Advocacy of communism](#)
[Hearing](#)
[Employment discrimination; cannabis use](#)
[Scope of representation](#)
[Schedule I; substances included](#)
[Schedule II; substances included](#)
[Schedule III; substances included](#)
[Marijuana](#)
[Peyote](#)
[Opium](#)
[Possession of controlled substances with a firearm](#)
[Child abuse or neglect; definitions](#)
[Plea bargaining limitation](#)
[Murder](#)
[School employees arrest for sex offense](#)
[Prior prison terms; enhancement of prison terms](#)

Description

[Free exercise, free speech, and establishment clauses](#)

Description

California's Laws and Rules Pertaining to the Discipline of Professional Certificated Personnel, 2007

Visalia Unified School District v. Public Employment Relations Board (2024) 98 Cal.App.5th 844

Kennedy v. Bremerton (2022) 142 S.Ct. 2407

Crowl v. Commission on Professional Competence (1990) 225 Cal. App. 3d 334

Morrison v. State Board of Education (1969) 1 Cal.3d 214

[Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023](#)

[Office of the Attorney General](#)
[Office of Administrative Hearings](#)
[Department of General Services, About Teacher Dismissal Case Type](#)
[CSBA District and County Office of Education Legal Services](#)
[Commission on Teacher Credentialing](#)
[CSBA](#)
[U.S. Department of Education](#)

Description

[District-Sponsored Social Media](#)

Cross References

1114
1312.1
1312.1
1312.3
1312.3
1312.3-E PDF(1)
1312.3-E PDF(2)
3230
3230
3512
3512-E PDF(1)
3513.3
3513.3
3515.2
3515.2
3515.21
3516.2
4000
4020
4020-E PDF(1)
4030
4030
4040
4040
4040-E PDF(1)
4112
4112.1
4112.4
4112.42
4112.42
4112.5
4112.5-E PDF(1)
4112.6
4112.9
4112.9-E PDF(1)
4112.9-E PDF(2)
4112.9-E PDF(3)
4112.9-E(1)
4112.9-E(2)
4114

Description

[District-Sponsored Social Media](#)
[Complaints Concerning District Employees](#)
[Complaints Concerning District Employees](#)
[Uniform Complaint Procedures](#)
[Uniform Complaint Procedures](#)
[Uniform Complaint Procedures](#)
[Uniform Complaint Procedures](#)
[Federal Grant Funds](#)
[Federal Grant Funds](#)
[Equipment](#)
[Equipment](#)
[Tobacco-Free Schools](#)
[Tobacco-Free Schools](#)
[Disruptions](#)
[Disruptions](#)
[Unmanned Aircraft Systems \(Drones\)](#)
[Bomb Threats](#)
[Concepts And Roles](#)
[Drug And Alcohol-Free Workplace](#)
[Drug And Alcohol-Free Workplace](#)
[Nondiscrimination In Employment](#)
[Nondiscrimination In Employment](#)
[Employee Use Of Technology](#)
[Employee Use Of Technology](#)
[Employee Use Of Technology](#)
[Appointment And Conditions Of Employment](#)
[Contracts](#)
[Health Examinations](#)
[Drug And Alcohol Testing For School Bus Drivers](#)
[Drug And Alcohol Testing For School Bus Drivers](#)
[Criminal Record Check](#)
[Criminal Record Check](#)
[Personnel Files](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Transfers](#)

Cross References**Description**

4115	Evaluation/Supervision
4115	Evaluation/Supervision
4117.7	Employment Status Reports
4119.1	Civil And Legal Rights
4119.11	Sex Discrimination and Sex-Based Harassment
4119.11	Sex Discrimination and Sex-Based Harassment
4119.12	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4119.12-E PDF(1)	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4119.21	Professional Standards
4119.21-E PDF(1)	Professional Standards
4119.22	Dress And Grooming
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4131.1	Teacher Support And Guidance
4136	Nonschool Employment
4141	Collective Bargaining Agreement
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4158	Employee Security
4158	Employee Security
4159	Employee Assistance Programs
4161	Leaves
4161	Leaves
4212.4	Health Examinations
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5-E PDF(1)	Criminal Record Check
4212.6	Personnel Files
4212.9	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4212.9-E PDF(2)	Employee Notifications

Cross References

4212.9-E PDF(3)
4212.9-E(1)
4219.1
4219.11
4219.11
4219.12
4219.21
4219.21-E PDF(1)
4219.22
4219.23
4219.25
4219.25
4227
4227
4236
4241
4241.6
4241.6
4254
4254
4257
4257
4258
4258
4259
4261
4261
4312.4
4312.5
4312.5-E PDF(1)
4312.6
4312.9
4312.9-E PDF(1)
4312.9-E PDF(2)
4312.9-E PDF(3)
4312.9-E(1)
4317.7
4319.1
4319.11

Description

[Employee Notifications](#)
[Employee Notifications](#)
[Civil And Legal Rights](#)
[Sex Discrimination and Sex-Based Harassment](#)
[Sex Discrimination and Sex-Based Harassment](#)
[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)
[Professional Standards](#)
[Professional Standards - Code Of Ethics](#)
[Dress And Grooming](#)
[Unauthorized Release Of Confidential/Privileged Information](#)
[Political Activities Of Employees](#)
[Political Activities Of Employees](#)
[Temporary Athletic Team Coaches](#)
[Temporary Athletic Team Coaches](#)
[Nonschool Employment](#)
[Collective Bargaining Agreement](#)
[Concerted Action/Work Stoppage](#)
[Concerted Action/Work Stoppage](#)
[Health And Welfare Benefits](#)
[Health And Welfare Benefits](#)
[Employee Safety](#)
[Employee Safety](#)
[Employee Security](#)
[Employee Security](#)
[Employee Assistance Programs](#)
[Leaves](#)
[Leaves](#)
[Health Examinations](#)
[Criminal Record Check](#)
[Criminal Record Check](#)
[Personnel Files](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employment Status Reports](#)
[Civil And Legal Rights](#)
[Sex Discrimination and Sex-Based Harassment](#)

Cross References**Description**

4319.11	Sex Discrimination and Sex-Based Harassment
4319.12	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4319.12-E PDF(1)	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4319.21	Professional Standards
4319.21-E PDF(1)	Professional Standards
4319.22	Dress And Grooming
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
4336	Nonschool Employment
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357	Employee Safety
4357	Employee Safety
4358	Employee Security
4358	Employee Security
4359	Employee Assistance Programs
4361	Leaves
4361	Leaves
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sex Discrimination and Sex-Based Harassment
5145.7	Sex Discrimination and Sex-Based Harassment
5145.71	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
5145.71-E PDF(1)	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
6145.2	Athletic Competition
6145.2	Athletic Competition
6162.54	Test Integrity/Test Preparation
9000	Role Of The Board
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Cross References

Description

Regulation 4119.12: Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

Status: DRAFT

Original Adopted Date: 02/18/2021

Harmony Union School District

Administrative Regulation 4119.12: Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

Status: PENDING

Original Adopted Date: | Last Revised Date: | Last Reviewed Date:

The district does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX of the Education Amendments of 1972 ("Title IX") and its regulations, including in employment.

The grievance procedures described in this regulation have been adopted by the district to provide for the prompt and equitable resolution of allegations that a district employee, while participating in or attempting to participate in a district education program or activity, was subjected to discrimination on the basis of sex, including but not limited to, sex-based harassment, retaliation, or other conduct prohibited by Title IX.

This regulation only applies to alleged incidents that occurred on or after August 1, 2024. For alleged incidents of sex discrimination or sexual harassment that occurred prior to August 1, 2024, the procedures that applied at the time of the alleged incident should be used.

This regulation applies to any district education program or activity, including but not limited to, events occurring on school property, during any school-related or school-sponsored activity, on school-sponsored transportation, and/or where the district has disciplinary authority.

Allegations that a district student was subjected to conduct prohibited by Title IX shall be addressed using the grievance procedures in Administrative Regulation ("AR") 5145.71.

Definitions

Complaint means an oral or written request to the district that objectively can be understood as a request for the district to investigate and make a determination about alleged discrimination under Title IX or its regulations. (34 CFR 106.02)

Complainant means: (1) a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations; or (2) a person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations and who was participating or attempting to participate in the district's education program or activity at the time of the alleged sex discrimination. (34 CFR 106.02)

Party means a complainant or respondent. (34 CFR 106.02)

Peer retaliation means retaliation by a student against another student. (34 CFR 106.02)

Pregnancy or related conditions means: (1) pregnancy, childbirth, termination of pregnancy, or lactation; (2) medical conditions related to pregnancy, childbirth, termination of pregnancy, or lactation; or (3) recovery from pregnancy, childbirth, termination of pregnancy, lactation, or related medical conditions. (34 CFR 106.02)

Respondent means a person who is alleged to have violated the district's prohibition on sex discrimination. (34 CFR 106.02)

Retaliation means intimidation, threats, coercion, or discrimination against any person by the district, a student, or an employee or other person authorized by the district to provide aid, benefit, or service under the district's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this part, including in an informal resolution process, in grievance procedures, and in any other actions taken by the district under 34 CFR 106.44 (f)(1).

This provision does not limit the district's ability to require an employee to participate as a witness in, or otherwise assist with, a Title IX investigation or proceeding. (34 CFR 106.02)

Sex discrimination includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. Sex-based harassment is a form of sex discrimination. (34 CFR 106.02, 106.10)

Sex-based harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity, that is (34 CFR 106.02):

1. *Quid pro quo harassment*. An employee, agent, or other person authorized by the district to provide an aid, benefit, or service under the district's education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct;
2. *Hostile environment harassment*. Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the district's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
 - i. The degree to which the conduct affected the complainant's ability to access the district's education program or activity;
 - ii. The type, frequency, and duration of the conduct;
 - iii. The parties' ages, roles within the district's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
 - iv. The location of the conduct and the context in which the conduct occurred; and
 - v. Other sex-based harassment in the district's education program or activity; or
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 34 CFR 106.2.

Supportive measures means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a Complainant or Respondent, not for punitive or disciplinary reasons, and without fee or charge to the Complainant or Respondent to (34 CFR 106.02):

1. Restore or preserve that party's access to the district's education program or activity, including measures that are designed to protect the safety of the parties or the district's educational environment; or
2. Provide support during the district's grievance procedures or during an informal resolution process.

General Title IX Requirements

When implementing the district's Title IX grievance procedures, the Title IX Coordinator shall ensure compliance with the following requirements (34 CFR 106.45, 106.44):

1. That Complainants and Respondents are treated equitably.
2. That the Title IX Coordinator, investigator, decisionmaker, appeal decisionmaker, and any facilitator of an informal resolution process do not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. Such persons shall also receive training in accordance with 34 CFR 106.8. A decisionmaker may be the same person as the Title IX Coordinator or investigator.
3. That the Respondent is presumed not responsible for the alleged sex discrimination until a determination is made at the conclusion of these grievance procedures.
4. That discipline is not imposed on a Respondent for sex discrimination prohibited by Title IX or its regulations unless there is a determination at the conclusion of these grievance procedures that the Respondent engaged in prohibited sex discrimination.
5. That reasonable steps are taken to protect the privacy of the parties and witnesses during the grievance procedures. These steps shall not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses (subject to the district's prohibition on peer retaliation); consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures.
6. That all relevant and permissible evidence – including both inculpatory and exculpatory evidence – is objectively evaluated and that credibility determinations are not based on a person's status as a Complainant, Respondent, or witness.
7. That all evidence considered impermissible or privileged under 34 CFR 106.45(b) is excluded.

The district prohibits retaliation against an individual for reporting suspected sex discrimination, making a Complaint, being a witness, or otherwise participating in a Title IX investigation or proceeding. Retaliation is illegal under federal and state nondiscrimination laws, prohibited by Board policy, and will result in disciplinary action.

The district shall not disclose personally identifiable information obtained in the course of complying with Title IX regulations, except: (1) when the district has obtained prior written consent from a person with the legal right to consent to the disclosure; (2) when the information is disclosed to a parent, guardian, or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue; (3) to carry out the purposes of the Title IX regulations, including action taken to address conduct that reasonably may constitute sex discrimination under Title IX in the district's education program or activity; (4) as required by federal law, federal regulations, or the terms and conditions of a federal award, including a grant award or other funding agreement; or (5) to the extent such disclosures are not otherwise in conflict with Title IX or its regulations, when required by state or local law or when permitted under FERPA, 20 U.S.C. 1232g, or its implementing regulations, 34 CFR part 99. (34 CFR 106.44(j))

If the Respondent is a student with a disability, the Title IX Coordinator or designee shall consult with one or more members, as appropriate, of the student's individualized education program (IEP) or 504 team, to determine how to comply with the requirements of the Individuals with Disabilities Education Act (IDEA) or Section 504 of the

Rehabilitation Act of 1973.

Title IX Coordinator

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX. The Title IX Coordinator(s) may be contacted at::

Matthew Morgan, Superintendent-Principal
1935 Bohemian Highway
Occidental, CA 94565
Phone (707) 874-1205
mmorgan@harmonyusd.org

Duty to Report Prohibited Conduct

An employee shall notify the Title IX Coordinator within one (1) workday when the employee has information about conduct that reasonably may constitute sex discrimination, including but not limited to sex-based harassment, under Title IX or its regulations. (34 CFR 106.44(c))

The Title IX Coordinator shall monitor the district's education programs and activities for barriers to reporting information about conduct that reasonably may constitute sex discrimination under Title IX or its regulations and take steps reasonably calculated to address such barriers. (34 CFR 106.44(b))

When notified of conduct that reasonably may constitute sex discrimination under Title IX and its regulations, including but not limited to sex-based harassment, the Title IX coordinator shall (34 CFR 106.44(f)):

1. Contact the Complainant and/or the individual who reported the conduct to provide information regarding the district's grievance procedures and any informal resolution process, if available and appropriate; offer supportive measures as appropriate; and determine how they wish to proceed; and
2. If a Complaint is made, notify the Respondent of the grievance procedures and any informal resolution process, if available and appropriate, and coordinate supportive measures, as appropriate, for the Respondent.

Complaints

The following people have a right to make a Complaint of sex discrimination, including a Complaint of sex-based harassment, requesting that the district investigate and make a determination about alleged discrimination under Title IX (34 CFR 106.45(a), 106.02):

1. A Complainant;
2. An authorized legal representative with the legal right to act on behalf of a Complainant; or
3. The district's Title IX Coordinator or designee.

With respect to complaints of sex discrimination other than sex-based harassment, in addition to the people listed above, the following persons have a right to make a Complaint (34 CFR 106.45(a)):

1. Any student or employee; or

2. Any person other than a student or employee who was participating or attempting to participate in a district education program or activity at the time of the alleged sex discrimination.

In the absence of a Complaint or the withdrawal of any or all of the allegations in a Complaint, and in the absence or termination of an informal resolution process, the Title IX Coordinator, when notified of conduct that reasonably may constitute sex discrimination, shall determine whether to initiate a Complaint of sex discrimination. To make this fact-specific determination, the Title IX Coordinator must consider, at a minimum, the following factors (34 CFR 106.44(f)):

1. The Complainant's request not to proceed with initiation of a Complaint;
2. The Complainant's reasonable safety concerns regarding initiation of a Complaint;
3. The risk that additional acts of sex discrimination would occur if a Complaint is not initiated;
4. The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a Respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;
5. The age and relationship of the parties, including whether the Respondent is an employee of the district;
6. The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;
7. The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and
8. Whether the district could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

If, after considering these and other relevant factors, the Title IX Coordinator determines that the conduct as alleged presents an imminent and serious threat to the health or safety of the Complainant or other person, or that the conduct as alleged prevents the district from ensuring equal access on the basis of sex to its education program or activity, the Title IX Coordinator may initiate a Complaint. (34 CFR 106.44(f))

If the Title IX Coordinator initiates a Complaint, the Title IX Coordinator shall notify the Complainant of the Complaint prior to doing so, as well as provide other notices as required by the Title IX regulations at specific points in the grievance procedures, and appropriately address reasonable concerns about the Complainant's safety or the safety of others, including by providing supportive measures. (34 CFR 106.44(f))

Regardless of whether a Complaint is initiated, the Title IX Coordinator shall take other appropriate prompt and effective steps, in addition to steps necessary to effectuate the remedies provided to an individual Complainant, if any, to ensure that sex discrimination does not continue or recur within the district's education program or activity. (34 CFR 106.44(f))

Complaints of sex discrimination may be consolidated when they arise out of the same facts or circumstances,

including Complaints against more than one Respondent, Complaints by more than one Complainant, or Complaints by one party against another party. (34 CFR 106.45(e))

Initial Evaluation

Upon receipt of a Complaint, the Title IX Coordinator or designee shall conduct a prompt initial evaluation to determine whether to dismiss or investigate a complaint, within the timeline specified in the section below titled "Timelines for Grievance Procedures."

The Title IX Coordinator or designee may dismiss a Complaint of sex discrimination if (34 CFR 106.45(d)):

1. The district is unable to identify the Respondent after taking reasonable steps to do so;
2. The Respondent is not participating in a district education program or activity and is not employed by the district;
3. The Complainant voluntarily withdraws any or all of the allegations in the Complaint, the Title IX Coordinator declines to initiate a complaint, and the Title IX Coordinator determines that, without the Complainant's withdrawn allegations, the conduct that remains alleged in the Complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
4. The Title IX Coordinator or designee determines the conduct alleged in the Complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the Complaint, the Title IX Coordinator or designee shall make reasonable efforts to clarify the allegations with the Complainant.

Upon dismissal, the Title IX Coordinator or designee shall promptly notify the Complainant of the basis for the dismissal. If the dismissal occurs after the Respondent has been notified of the allegations, then the Title IX Coordinator or designee shall also notify the Respondent of the dismissal and the basis for the dismissal promptly following notification to the Complainant, or simultaneously if notification is in writing. (34 CFR 106.45(d))

The Title IX Coordinator or designee shall notify the Complainant that a dismissal may be appealed and shall provide the Complainant with an opportunity to appeal the dismissal of a Complaint. If the dismissal occurs after the Respondent has been notified of the allegations, then the Title IX Coordinator or designee shall also notify the Respondent that the dismissal may be appealed. Dismissals may be appealed on the following bases (34 CFR 106.45(d)):

1. Procedural irregularity that would change the outcome;
2. New evidence that would change the outcome and that was not reasonably available when the dismissal was made; and
3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that would change the outcome.

If the dismissal is appealed, the Title IX Coordinator or designee shall (34 CFR 106.45(d)):

1. Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the Respondent;
2. Implement appeal procedures equally for the parties;

3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the Complaint;
4. Ensure that the decisionmaker for the appeal has been trained consistent with 34 CFR 106.8;
5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and
6. Notify the parties of the result of the appeal and the rationale for the result.

When a Complaint is dismissed, the Title IX Coordinator or designee shall, at a minimum, undertake the following: (1) offer supportive measures to the Complainant as appropriate; (2) if the Respondent has been notified of the allegations, offer supportive measures to the Respondent as appropriate; and (3) take other prompt and effective steps, as appropriate, to ensure that sex discrimination does not continue or recur within a district education program or activity. (34 CFR 106.45(d))

If a Complaint is dismissed, or in the absence of a Complaint, the conduct may still be addressed pursuant to other board policies or district regulations where applicable, including but not limited to AR 4030.

If after an initial evaluation the Complaint is *not* dismissed, the Title IX Coordinator shall either initiate the district's grievance procedures or, if available and appropriate and requested by all the parties, an informal resolution process as specified in the section below titled "Informal Resolution Process." (34 CFR 106.44(f))

Notice of Allegations

Upon initiation of the district's Title IX grievance procedures, the Title IX Coordinator or designee shall notify the known parties in writing of the following (34 CFR 106.45(c)):

1. The district's Title IX grievance procedures and any informal resolution process;
2. Sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination, and the date(s) and location(s) of the alleged incident(s);
3. A statement that retaliation is prohibited; and
4. A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence. If a description of the evidence is provided, the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party.

If, in the course of an investigation, the Title IX Coordinator or designee decides to investigate additional allegations of sex discrimination by the Respondent toward the Complainant that are not included in the notice provided or that are included in a Complaint that is consolidated, the Title IX Coordinator or designee shall notify the known parties of the additional allegations. (34 CFR 106.45(c))

Investigation Procedures

The Title IX Coordinator or designee shall designate an investigator and a decisionmaker to determine whether sex discrimination occurred. The investigator may be the same person as the decisionmaker. Neither the investigator nor the decisionmaker may have a conflict of interest or bias and both shall have received training in accordance with 34 CFR 106.8.

The designated investigator shall conduct an investigation that is adequate, reliable, and impartial by (34 CFR 106.45(b), (f)):

1. Ensuring that the burden is on the district's investigator – not on the parties – to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred.
2. Ensuring that the parties have an equal opportunity to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible.
3. Reviewing all evidence gathered through the investigation and determining what evidence is relevant and what evidence is impermissible regardless of relevance.
4. Excluding the following types of evidence as impermissible, including questions seeking such evidence:
 - a. Evidence that is protected under a privilege recognized by Federal or State law unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
 - b. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the district obtains that party's or witness's voluntary, written consent for use in its grievance procedures; and
 - c. Evidence that relates to the Complainant's sexual interests or prior sexual conduct, unless evidence about the Complainant's prior sexual conduct is offered to prove that someone other than the Respondent committed the alleged conduct or is evidence about specific incidents of the Complainant's prior sexual conduct with the Respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the Complainant and Respondent does not by itself demonstrate or imply the Complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.
5. Providing each party with an equal opportunity to access the evidence that is relevant to the allegations of sex discrimination and not otherwise impermissible, by:
 - a. Providing an equal opportunity to access such evidence, or an accurate description of this evidence.

If the parties are provided with a description of the evidence, the designated investigator shall, upon the request of any party, provide the parties with an equal opportunity to access the relevant and not otherwise impermissible evidence.

- b. Providing a reasonable opportunity to respond to the evidence or the accurate description of the evidence for a period of five (5) calendar days, unless such review period is voluntarily waived by both parties.

- c. Taking reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. Disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.

Employees are required to participate as a witness in, or otherwise assist with, an investigation under this regulation.

The investigator shall complete the investigation within the timeline specified in the section below titled "Timelines for Grievance Procedures."

At the completion of the investigation, the investigator shall provide to the parties an evidence review period as specified in the section below titled "Timelines for Grievance Procedures."

Written Decision

At the completion of the investigation, if the designated investigator is not the decisionmaker, the investigator shall provide all of the relevant and not otherwise impermissible evidence obtained in the investigation to the decisionmaker.

If credibility is both in dispute and relevant to evaluating one or more allegations of sex discrimination, the district must ensure that the decisionmaker is able to question parties and witnesses to adequately assess credibility. Credibility determinations shall not be based on a person's status as a Complainant, Respondent, or witness. (34 CFR 106.45(b), (g))

The decisionmaker shall apply the preponderance of the evidence standard to make a determination as to whether sex discrimination occurred. If the decisionmaker is not persuaded under the preponderance of the evidence standard that sex discrimination occurred, the decisionmaker must not determine that sex discrimination occurred. (34 CFR 106.45(b), 106.45(h))

The district shall notify the parties in writing of the determination whether sex discrimination occurred under Title IX including the rationale for such determination, and the procedures and permissible bases for the Complainant and Respondent to appeal. (34 CFR 106.45(h))

The written decision shall be issued to the parties within the timeline specified in the section below titled "Timelines for Grievance Procedures."

Appeals

Either party may appeal the determination of a Complaint on one of the following bases:

1. Procedural irregularity that would change the outcome;
2. New evidence that would change the outcome and that was not reasonably available when the determination or dismissal was made; or
3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

An appeal must be made in writing to the Title IX Coordinator within five (5) days of the issuance of the written determination and must state the basis for the appeal.

Upon receipt of an appeal, the Title IX Coordinator shall promptly notify the other party of the appeal, and that other party shall have five (5) calendar days to respond to the request for an appeal.

The Superintendent or designee shall designate an appeal decisionmaker to hear the appeal. The appeal

decisionmaker shall not have a conflict of interest or bias and shall not have been previously involved in the grievance procedures, including any informal resolution process, for the Complaint.

An appeal decision shall be issued in writing to both parties within the timeline specified in the section below titled “Timelines for Grievance Procedures.”

Either party has the right to file a complaint with the U.S. Department of Education’s Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

In addition to filing a sex discrimination or sex-based harassment complaint with the district through the grievance procedures in this regulation, a person may file a complaint with either the California Civil Rights Department (CRD) or the Equal Employment Opportunity Commission (EEOC) as described in AR 4030.

Timelines for Grievance Procedures

The district’s Title IX grievance procedures shall be completed within the following timelines, unless extended as specified below, or as otherwise permitted by law:

1. The Title IX Coordinator shall make an initial evaluation to determine whether to dismiss or investigate a Complaint within seven (7) calendar days of receipt of a Complaint;
2. The investigation shall be completed within sixty (60) calendar days from receipt of the Complaint;
3. If the district offers an informal resolution process as provided under this regulation, and the parties voluntarily engage in such a process, the timelines otherwise provided in this regulation shall exclude the time spent in the informal resolution process;
4. At the completion of the investigation, the parties shall be provided with the evidence or an accurate description of the evidence, and a reasonable opportunity to respond to the evidence or the accurate description of the evidence, for a period of five (5) calendar days, unless such review period is voluntarily waived by both parties;
5. A written decision shall be sent to the parties within ten (10) calendar days of the completion of the evidence review period;
6. Any requests for an appeal shall be made within five (5) calendar days of the date the written decision is sent to the parties;
7. Any response from a party to the request for an appeal shall be submitted within five (5) calendar days after receiving notice of the appeal;
8. An appeal decision shall be issued within fifteen (15) calendar days of receipt of the request for an appeal.

Any timelines specified in this regulation may be subject to reasonable extensions on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. (34 CFR 106.45(b))

Supportive Measures

When notified of conduct that reasonably may constitute sex discrimination under Title IX, the Title IX Coordinator or designee shall offer and coordinate supportive measures as appropriate for the Complainant and/or Respondent to restore or preserve that person's access to district education programs or activities or provide support during the district's Title IX grievance procedures or during an informal resolution process. Supportive measures may include: counseling; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in work, regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment. (34 CFR 106.44(g))

If the Respondent is a student with a disability, the Title IX Coordinator or designee shall consult with one or more members, as appropriate, of the student's Individualized Education Program (IEP) team or 504 team, if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44(g))

Supportive measures must not unreasonably burden either party and must be designed to protect the safety of the parties or the district's educational environment, or to provide support during the district's grievance procedures or during any informal resolution process. A district must not impose such measures for punitive or disciplinary reasons. (34 CFR 106.44(g))

A Complainant or Respondent shall be provided with a timely opportunity to seek, from an appropriate and impartial employee, modification or reversal of the decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee must be someone other than the employee who made the challenged decision and must have authority to modify or reverse the decision, if the impartial employee determines that the decision to provide, deny, modify, or terminate the supportive measure was inconsistent with the definition of supportive measures in 34 CFR 106.2. A Complainant or Respondent shall also be provided with the opportunity to seek additional modification or termination of a supportive measure applicable to them if circumstances change materially. (34 CFR 106.44(g))

Upon the conclusion of the grievance procedures or any informal resolution process, the district may continue with the supportive measures, or modify or terminate such measures, as appropriate. (34 CFR 106.44(g))

Information about any supportive measures shall not be disclosed to persons other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless necessary to provide the supportive measure or restore or preserve a party's access to the education program or activity, or when an exception in 34 CFR 106.44 applies. (34 CFR 106.44(g))

Emergency Removal from School

Discipline shall not be imposed on a Respondent for sex discrimination prohibited by Title IX or its regulations unless there is a determination at the conclusion of these grievance procedures that the Respondent engaged in prohibited sex discrimination. However, the district may remove a student Respondent from the district's education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of a Complainant or any students, employees, or other persons arising from the allegations of sex discrimination justifies removal, and provides the Respondent with notice and an opportunity to challenge the decision immediately following the removal. A student with a disability may only be removed from school on an emergency basis in accordance with the IDEA and/or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44(h))

If a district employee is the Respondent, the employee may be placed on administrative leave during the pendency of the grievance process where permitted by law and any applicable collective bargaining agreement.

Informal Resolution

At any time prior to determining whether sex discrimination occurred under these procedures, the district may offer an informal resolution process to the parties if appropriate. However, the district shall not offer an informal resolution process for allegations that an employee engaged in sex-based harassment of a student. (34 CFR 106.44(k))

The district has discretion to determine whether it is appropriate to offer an informal resolution process to the parties when it receives information about conduct that reasonably may constitute sex discrimination or when a Complaint of sex discrimination is made, and may decline to offer informal resolution despite one or more of the

parties' wishes. Circumstances when the district may decline to allow informal resolution include but are not limited to when the district determines the alleged conduct would present a future risk of harm to others. (34 CFR 106.44(k))

The district shall not require or pressure the parties to participate in an informal resolution process. The district shall obtain the parties' voluntary consent to the informal resolution process and shall not require waiver of the right to an investigation and determination of a Complaint as a condition of enrollment or continuing enrollment, or employment or continuing employment, or exercise of any other right. (34 CFR 106.44(k))

The facilitator for the informal resolution process shall not be the same person as the investigator or the decisionmaker in the district's grievance procedures. Any person designated by the district to facilitate an informal resolution process shall not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. Any person facilitating informal resolution shall receive training under 34 CFR 106.8. (34 CFR 106.44(k))

Before initiation of an informal resolution process, the district must provide to the parties notice that explains (34 CFR 106.44(k)):

1. The allegations;
2. The requirements of the informal resolution process;
3. That, prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and to initiate or resume the district's grievance procedures;
4. That the parties' agreement to a resolution at the conclusion of the informal resolution process would preclude the parties from initiating or resuming grievance procedures arising from the same allegations;
5. The potential terms that may be requested or offered in an informal resolution agreement (including notice that an informal resolution agreement is binding only on the parties), which could include but are not limited to:
 - a. Restrictions on contact; and
 - b. Restrictions on the Respondent's participation in one or more of the district's programs or activities or attendance at specific events, including restrictions the district could have imposed as remedies or disciplinary sanctions had the district determined at the conclusion of the district's grievance procedures that sex discrimination occurred.
6. What information the district shall maintain and whether and how the district could disclose such information for use in grievance procedures, if grievance procedures are initiated or resumed.

Any informal resolution agreement reached under this process shall not prevent or restrict the disclosure of factual information. (Civ. Proc. Code 1001)

If the district provides the parties with an informal resolution process, the Title IX Coordinator must, to the extent necessary, take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the district's education program or activity. (34 CFR 106.44(k))

Remedies

If there is a determination that sex discrimination occurred, the Title IX Coordinator shall, as appropriate, coordinate the provision and implementation of remedies to a Complainant and other persons the district identifies as having had equal access to the district's education program or activity limited or denied by sex discrimination; coordinate the imposition of any disciplinary sanctions on a Respondent, including notification to the Complainant of any such disciplinary sanctions; and take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the district's education program or activity. (34 CFR 106.45(h))

If there is a determination that sex-based harassment occurred, the district may provide remedies to the Complainant that include but are not limited to referral to counseling services, referral to an Employee Assistance Program, contact limitations between the parties, or adjustments to assignments and/or schedules.

Corrective/Disciplinary Actions

The district may not impose discipline on a Respondent for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the district's grievance procedures that the Respondent engaged in prohibited sex discrimination. (34 CFR 106.45(h))

When an employee is found to have committed prohibited sex discrimination or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal.

The district shall not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the district's determination of whether sex discrimination, including sex-based harassment, occurred. (34 CFR 106.45)

Recordkeeping

The Superintendent or designee shall maintain the following for at least a period of seven years (34 CFR 106.8):

1. For each Complaint of sex discrimination, records documenting the informal resolution process (if any) or the grievance procedures and the resulting outcome;
2. For each notification the Title IX Coordinator receives of information about conduct that reasonably may constitute sex discrimination under Title IX or its regulations, records documenting the actions the district took to meet its obligations under 34 CFR 106.44, including supportive measures offered and implemented; and
3. All materials used to provide training under 34 CFR 106.8. The district shall make these training materials available upon request for inspection by members of the public.

For complaints containing allegations of childhood sexual assault within the meaning of Code of Civil Procedure 340.1, the Superintendent or designee shall also indefinitely maintain the following:

1. A record of the allegation(s);
2. A record of the investigation procedures followed;
3. A record of the written determination;
4. A record of the corrective action implemented, if any;

- 5. A record of any appeals and the outcome of the same; and
- 6. All training materials addressing the prohibition and investigation of childhood sexual assault.

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships
Ed. Code 200-270	Prohibition of discrimination
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48985	Notices to parents in language other than English
Gov. Code 12950.1	Sexual harassment training
Federal	Description
20 USC 1092	Definition of sexual assault
20 USC 1221	Application of laws
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs
34 CFR 99.1-99.67	Family Educational Rights and Privacy
34 USC 12291	Definition of dating violence, domestic violence, and stalking
42 USC 1983	Civil action for deprivation of rights
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
U.S. DOJ, FBI Publication	National Incident-Based Reporting System
Management Resources	Description
Court Decision	Reese v. Jefferson School District (2000, 9th Cir.) 208 F.3d 736
Court Decision	Davis v. Monroe County Board of Education (1999) 526 U.S. 629
Court Decision	Gebser v. Lago Vista Independent School District (1998) 524 U.S. 274
Court Decision	Oona by Kate S. v. McCaffrey (1998, 9th Cir.) 143 F.3d 473
Court Decision	Doe v. Petaluma City School District (1995, 9th Cir.) 54 F.3d 1447
Court Decision	Donovan v. Poway Unified School District (2008) 167 Cal.App.4th 567
Court Decision	Flores v. Morgan Hill Unified School District (2003, 9th Cir.) 324 F.3d 1130
Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, April 29, 2024, Vol. 89, No. 83, pages 33474-33896

Management Resources

Website

Website

Website

Website

Website

Description

[U.S. Department of Justice, Federal Bureau of Investigation](#)

[CSBA District and County Office of Education Legal Services](#)

[CSBA](#)

[California Department of Education](#)

[U.S. Department of Education, Office for Civil Rights](#)

Cross References

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1312.3

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1312.3-E PDF(2)

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4317.7

4319.11

4319.11

5145.7

5145.7

Description

[Nondiscrimination In District Programs And Activities](#)

[Uniform Complaint Procedures](#)

[Uniform Complaint Procedures](#)

[Uniform Complaint Procedures](#)

[Uniform Complaint Procedures](#)

[Civility](#)

[District Records](#)

[District Records](#)

[Consultants](#)

[Nondiscrimination In Employment](#)

[Nondiscrimination In Employment](#)

[Lactation Accommodation](#)

[Employment Status Reports](#)

[Dismissal/Suspension/Disciplinary Action](#)

[Dismissal/Suspension/Disciplinary Action](#)

[Sex Discrimination and Sex-Based Harassment](#)

[Sex Discrimination and Sex-Based Harassment](#)

[Staff Development](#)

[Dismissal/Suspension/Disciplinary Action](#)

[Dismissal/Suspension/Disciplinary Action](#)

[Sex Discrimination and Sex-Based Harassment](#)

[Sex Discrimination and Sex-Based Harassment](#)

[Employment Status Reports](#)

[Sex Discrimination and Sex-Based Harassment](#)

[Sex Discrimination and Sex-Based Harassment](#)

[Sex Discrimination and Sex-Based Harassment](#)

[Sex Discrimination and Sex-Based Harassment](#)

Policy 4140: Bargaining Units

Status: DRAFT

Original Adopted Date: 10/18/2018 | **Last Revised Date:** 12/13/2023

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative for the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with the exclusive representative and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons, insignia, or other pictorial or written messages that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of certificated or classified supervisory employees may only be recognized if the bargaining unit includes all certificated or classified supervisory employees, respectively, and is not represented by the same employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, employees who serve in a management, senior management, or confidential position may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. However, an employee organization representing management, senior management, or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Education Code 45100.5, Government Code 3543.4)

Management employee means an employee in a position having significant responsibilities for formulating district policies or administering district programs. (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

District Communications to Employees

The Superintendent or designee may communicate with district employees regarding their rights to join and/or support or to refrain from joining or supporting an officially recognized employee organization. Such communications shall be factual and accurate and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

The district may disseminate written documents, recorded messages, or other mass communications to actual or perspective employees represented by an exclusive representative concerning their rights to join and/or support, or refrain from joining and/or supporting, an employee organization only after the Superintendent or designee meets and confers with the exclusive representative concerning the content of the mass communication. If the district and exclusive representative do not come to agreement on the content of the mass communication and the district still chooses to disseminate it, the Superintendent or designee shall request that the exclusive representative provide a communication of reasonable length to the district that shall be disseminated to the employees at the same time as the district's own mass communication. (Government Code 3556)

Access to New Employee Orientations

The district shall permit each exclusive representative access to new employee orientation or onboarding process where newly hired employees represented by the exclusive representative are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide the exclusive representative at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided where there is an urgent need critical to the district's operations that was not reasonably foreseeable. (Government Code 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, the structure, time, and manner of access to the new employee orientation shall be subject to compulsory interest arbitration. The district and the exclusive representative may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The arbitrator's decision shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, unless the district and the exclusive representative have agreed otherwise, when the district has not conducted an in-person orientation within 30 days of hiring a new employee, the Superintendent or designee shall permit the exclusive representative to schedule an in-person meeting during employment hours at the new employee's worksite, during which the new employee shall have the opportunity to attend and shall be relieved of other duties for the purpose of attending the meeting. The district shall provide appropriate space at the worksite within seven calendar days of receiving a request from the exclusive representative. (Government Code 3556, 3557)

During this meeting, the exclusive representative shall be permitted to communicate directly with the new employees for up to 30 minutes of paid time. (Government Code 3556)

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), of all employees represented by the exclusive representative on file with the district. An employee's personal email address shall only be disclosed if it used by the employee to conduct district business.

Such information shall be provided within 30 days of hire or by the first pay period of the month following hire for all

new employees represented by the exclusive representative, unless the exclusive representative has agreed to a different interval for the provision of the information. Additionally, the Superintendent or designee shall provide the exclusive representative with the same information for all employees represented by the exclusive representative every 120 days, unless more frequent disclosure is required by agreement with the exclusive representative. (Government Code 3558, 7928.300)

However, the Superintendent or designee shall not disclose: (Government Code 3558, 6205-6210, 6215-6216, 7928.300)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions
2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6205-6210 and 6215-16
3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to the district to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, home telephone number, and personal cell phone number from any mailing list maintained by the district unless the list is only used by the district to contact the employee.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

The Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

Communications with Employees by Employee Organizations

Subject to reasonable regulation by the district, employee organizations shall have access, at reasonable times, to the work areas of employees represented by the employee organization and to district facilities for the purpose of meeting with employees represented by the employee organization. Access may be limited in instances where it would be disruptive to district operations. (Government Code 3543.1)

Additionally, subject to reasonable regulation by the district, employee organizations shall have the ability to use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees represented by the employee organization. (Government Code 3543.1)

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount that has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

When an employee organization has certified to the district that it has and will maintain individual employee authorizations for payroll deductions, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and the employees to whom they apply and shall not handle or process employee written authorizations for the employees represented by such employee organization. The district also shall not require a copy of the written authorization to be submitted by the employee organization, except when there is a dispute about the existence or terms of the written authorization. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization that represents the employee rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the

information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

When an employee organization has declined to certify that it will handle and process written authorizations from employee(s) represented by the employee organization and makes a request for payroll deductions, the district shall request a copy of the written authorization for an employee before making the payroll deductions for that employee. (Education Code 45060, 45168)

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
8 CCR 33015-33490	Recognition of exclusive representative; proceedings
8 CCR 33700-33710	Severance of established unit
Ed. Code 45060-45061.5	Deduction of fees from salary or wage payment; certificated employees
Ed. Code 45100.5	Senior classified management positions
Ed. Code 45104.5	Abolishment of senior classified management positions
Ed. Code 45108.5	Definition of senior classified management employees
Ed. Code 45108.7	Waiver of provisions of Education Code 45108.5
Ed. Code 45168	Deduction of fees from salary or wage payment; classified employees
Ed. Code 45220-45320	Merit system; classified employees
Gov. Code 3500-3511	Local public employee organizations
Gov. Code 3507.7	Representation of temporary employees
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3540.1	Public employment; definitions
Gov. Code 3543.4	Management and confidential positions; representation
Gov. Code 3545	Appropriateness of unit; basis
Gov. Code 3550-3552	Prohibition on public employers deterring or discouraging union membership
Gov. Code 3555-3559	Public employee communication, information and orientation
Gov. Code 53260-53264	Employment contracts
Gov. Code 6205-6210	Confidentiality of addresses for victims of domestic violence, sexual assault, stalking, human trafficking, child abduction, and elder or dependent adult abuse
Gov. Code 6215-6216	Address confidentiality for individuals who face threats or violence because of work for a public entity
Gov. Code 6503.5	Joint powers agencies; agreement
Gov. Code 7928.300	Disclosure of employee contact information to employee organization

Management Resources	Description
Court Decision	County of Los Angeles v. Los Angeles County Employee Relations Commission (2013) 56 Cal. 4th 905
Court Decision	Friedrichs v. California Teachers Association, et al. (2016) 136 S.Ct. 1083
Court Decision	Janus v. American Federation of State, County and Municipal Employees, Council 31 (2018) 138 S.Ct. 2448
Public Employment Relations Board Ruling	Regents of the University of California (2004) PERB Dec. No. 1700-H.

Management Resources

Public Employment Relations Board Ruling
Public Employment Relations Board Ruling
Public Employment Relations Board Ruling
Website
Website
Website
Website
Website
Website
Website

Description

Desert Community College District (2007) PERB Dec. No. 1921
East Whittier School District (2004) PERB Dec. No. 1727
City of Sacramento (2019) PERB Dec. No. 2702
[CSBA District and County Office of Education Legal Services](#)
[California Federation of Teachers](#)
[California Public Employment Relations Board](#)
[California School Employees Association](#)
[California Teachers Association](#)
[Association of California School Administrators](#)
[CSBA](#)

Cross References

0450
0450
0460
0460
1340
1340
1431
4113
4113
4115
4115
4119.1
4119.25
4119.25
4121
4121
4141
4143
4151
4154
4154
4158
4158
4161.2
4219.1
4219.25
4219.25
4241

Description

[Comprehensive Safety Plan](#)
[Comprehensive Safety Plan](#)
[Local Control And Accountability Plan](#)
[Local Control And Accountability Plan](#)
[Access To District Records](#)
[Access To District Records](#)
[Waivers](#)
[Assignment](#)
[Assignment](#)
[Evaluation/Supervision](#)
[Evaluation/Supervision](#)
[Civil And Legal Rights](#)
[Political Activities Of Employees](#)
[Political Activities Of Employees](#)
[Temporary/Substitute Personnel](#)
[Temporary/Substitute Personnel](#)
[Collective Bargaining Agreement](#)
[Negotiations/Consultation](#)
[Employee Compensation](#)
[Health And Welfare Benefits](#)
[Health And Welfare Benefits](#)
[Employee Security](#)
[Employee Security](#)
[Personal Leaves](#)
[Civil And Legal Rights](#)
[Political Activities Of Employees](#)
[Political Activities Of Employees](#)
[Collective Bargaining Agreement](#)

Cross References

4243

4251

4254

4254

4258

4258

4261.2

4300

4300

4301

4312.1

4315

4319.1

4319.25

4319.25

4351

4354

4354

4358

4358

4361.2

9000

9321

9321-E(1)

9321-E(2)

Description[Negotiations/Consultation](#)[Employee Compensation](#)[Health And Welfare Benefits](#)[Health And Welfare Benefits](#)[Employee Security](#)[Employee Security](#)[Personal Leaves](#)[Administrative And Supervisory Personnel](#)[Administrative And Supervisory Personnel](#)[Administrative Staff Organization](#)[Contracts](#)[Evaluation/Supervision](#)[Civil And Legal Rights](#)[Political Activities Of Employees](#)[Political Activities Of Employees](#)[Employee Compensation](#)[Health And Welfare Benefits](#)[Health And Welfare Benefits](#)[Employee Security](#)[Employee Security](#)[Personal Leaves](#)[Role Of The Board](#)[Closed Session](#)[Closed Session](#)[Closed Session](#)

Policy 4157: Employee Safety

Status: DRAFT

Original Adopted Date: 10/20/2016 | **Last Revised Date:** 02/18/2021

The Governing Board is committed to maximizing employee safety and believes that workplace safety is the responsibility of every employee. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

All employees are expected to use safe work practices and, to the extent possible, correct any unsafe conditions that may occur. If an employee is unable to correct an unsafe condition, the employee shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall establish and implement a written injury and illness prevention program that includes a workplace violence prevention plan and that provides employees with access to such program in accordance with law. (Labor Code 6401.7; 8 CCR 3203)

The Superintendent or designee shall make first aid materials readily available at district workplaces and shall make effective provisions to prepare for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for exercising any right regarding employee safety or health specified in Labor Code 6310, including:

1. Making a report or complaint
2. Instituting proceedings or causing proceedings to be instituted
3. Testifying with regard to employee safety or health
4. Participating in any occupational health and safety committee established pursuant to Labor Code 6401.7
5. Requesting access to injury or illness reports and records
6. Exercising any other right protected by the Occupational Safety and Health Act

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
17 CCR 2508	Reporting of communicable diseases
8 CCR 14000-14316	Occupational injury or illness reports and records
8 CCR 3203	Injury and illness prevention program
8 CCR 3204	Access to employee exposure and medical records
8 CCR 3400	Medical services and first aid
8 CCR 5095-5100	Control of noise exposure
8 CCR 5193	Bloodborne pathogens
Ed. Code 32030-32034	Eye safety

State

Ed. Code 32225-32226
 Ed. Code 32280-32289.5
 Ed. Code 44984
 Gov. Code 3543.2
 Lab. Code 1139
 Lab. Code 132a
 Lab. Code 3300
 Lab. Code 6305
 Lab. Code 6310
 Lab. Code 6325
 Lab. Code 6400-6413.5
 Lab. Code 6401.7
 Lab. Code 6401.9

Description

[Communications devices in classrooms](#)
[School safety plans](#)
[Required rules for industrial accident and illness leave](#)
[Scope of representation](#)
[Worker's rights in emergencies](#)
[Workers' compensation; nondiscrimination](#)
[Definition of employer](#)
[Occupational safety and health standards; special order](#)
[Retaliation for filing complaint prohibited](#)
[Prohibition of entry into place of employment](#)
[Responsibilities and duties of employers and employees](#)
[Injury and illness prevention program](#)
[Workplace violence prevention plans](#)

Federal

17 CFR 2508
 29 CFR 1910.1030
 29 CFR 1910.95
 29 CFR 651-678
 8 CFR 14000-14316
 8 CFR 3204
 8 CFR 5193

Description

Reporting of communicable diseases
[Bloodborne pathogens](#)
[Noise standards](#)
 Occupational safety and health
 Occupational injury or illness reports and records
 Access to employee exposure and medical records
 Bloodborne pathogens

Management Resources

CA Department of Industrial Relations Publication
 Website
 Website
 Website
 Website
 Website
 Website
 Website

Description

Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2005
[CSBA District and County Office of Education Legal Services](#)
[National Institute for Occupational Safety and Health](#)
[U.S. Department of Labor, Occupational Safety and Health Administration](#)
[California Department of Industrial Relations, Occupational Safety and Health](#)
[National Hearing Conservation Association](#)
[Centers for Disease Control and Prevention](#)
[CSBA](#)

Cross References

0450
 0450
 3514
 3514
 3514.1
 3514.1

Description

[Comprehensive Safety Plan](#)
[Comprehensive Safety Plan](#)
[Environmental Safety](#)
[Environmental Safety](#)
[Hazardous Substances](#)
[Hazardous Substances](#)

Cross References**Description**

3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.5	Emergency Schedules
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4112.9	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4112.9-E PDF(2)	Employee Notifications
4112.9-E PDF(3)	Employee Notifications
4112.9-E(1)	Employee Notifications
4112.9-E(2)	Employee Notifications
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.41	Employees With Infectious Disease
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42-E PDF(1)	Exposure Control Plan For Bloodborne Pathogens
4119.43	Universal Precautions
4119.43	Universal Precautions
4131	Staff Development
4156.2	Awards And Recognition
4157.1	Work-Related Injuries
4157.2	Ergonomics
4158	Employee Security
4158	Employee Security
4161.11	Industrial Accident/Illness Leave
4212.9	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4212.9-E PDF(2)	Employee Notifications
4212.9-E PDF(3)	Employee Notifications
4212.9-E(1)	Employee Notifications
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.41	Employees With Infectious Disease
4219.42	Exposure Control Plan For Bloodborne Pathogens
4219.42	Exposure Control Plan For Bloodborne Pathogens
4219.42-E PDF(1)	Exposure Control Plan For Bloodborne Pathogens
4219.43	Universal Precautions
4219.43	Universal Precautions
4231	Staff Development

Cross References

4256.2
4257.1
4257.1
4257.2
4258
4258
4261.11
4312.9
4312.9-E PDF(1)
4312.9-E PDF(2)
4312.9-E PDF(3)
4312.9-E(1)
4319.41
4319.42
4319.42
4319.42-E PDF(1)
4319.43
4319.43
4331
4356.2
4357.1
4357.2
4358
4358
4361.11
5141.22
5141.22
5141.6
5141.6
6142.93

Description

[Awards And Recognition](#)
[Work-Related Injuries](#)
[Work-Related Injuries](#)
[Ergonomics](#)
[Employee Security](#)
[Employee Security](#)
[Industrial Accident/Illness Leave](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employees With Infectious Disease](#)
[Exposure Control Plan For Bloodborne Pathogens](#)
[Exposure Control Plan For Bloodborne Pathogens](#)
[Exposure Control Plan For Bloodborne Pathogens](#)
[Universal Precautions](#)
[Universal Precautions](#)
[Staff Development](#)
[Awards And Recognition](#)
[Work-Related Injuries](#)
[Ergonomics](#)
[Employee Security](#)
[Employee Security](#)
[Industrial Accident/Illness Leave](#)
[Infectious Diseases](#)
[Infectious Diseases](#)
[School Health Services](#)
[School Health Services](#)
[Science Instruction](#)

Regulation 4157: Employee Safety

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The Superintendent or designee shall provide safety devices and implement safeguards, methods, and processes that are reasonably necessary for the safety and health of employees in the workplace. (Labor Code 6401)

If the Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA) prohibits entry into any district workplace or performance of a district operation or process based on a determination that the workplace exposes employees to the risk of an imminent hazard, including a machine, device, apparatus, or equipment that is in a dangerous condition or is dangerously placed, the Superintendent or designee shall post a notice of the hazard provided by Cal/OSHA in a conspicuous place at the work site. This notice shall not be removed except by an authorized representative of Cal/OSHA and only when the workplace, operation, or process is made safe, and the required safeguards, safety appliances, or devices are provided. (Labor Code 6325)

Injury and Illness Prevention Program

The district's injury and illness prevention program shall cover all district employees and all other workers whom the district controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the district's injury and illness prevention program. (Labor Code 6401.7)

The district's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)

1. The name/position of the person(s) with authority and responsibility for implementing the program
2. A system for ensuring that employees comply with safe and healthful work practices, which may include, but are not limited to:
 - a. Recognition of employees who follow safe and healthful work practices
 - b. Training and retraining programs
 - c. Disciplinary actions
3. A system for communicating with employees in a form readily understandable by all employees on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. The communications system may include, but is not limited to:
 - a. Meetings
 - b. Training programs
 - c. Posting
 - d. Written communications
 - e. A system of anonymous notification by employees about hazards
 - f. A labor/management safety and health committee
4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:
 - a. Whenever new substances, processes, procedures, or equipment that represents a new occupational safety or health hazard is introduced into the workplace
 - b. Whenever the district is made aware of a new or previously unrecognized hazard

5. A procedure for investigating occupational injury or illness
6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices, and work procedures in a timely manner, based on the severity of the hazard, when the hazard is observed or discovered

When an imminent hazard exists that cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition. Employees needed to correct the condition shall be provided with the necessary safeguards.

7. Provision of training and instruction as follows:

- a. To all new employees
- b. To all employees given new job assignments for which training has not previously been received
- c. Whenever new substances, processes, procedures, or equipment are introduced into the workplace and represent a new hazard
- d. Whenever the district is made aware of a new or previously unrecognized hazard
- e. To supervisors, to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed

8. A written workplace violence prevention plan developed and implemented in accordance with Labor Code 6401.9 (Labor Code 6401.7)

The plan, which shall be easily accessible to all employees at all times, shall be in effect at all times and in all work areas, and be specific to the hazards and corrective measures for each work area and operation. (Labor Code 6401.9)

The Superintendent or designee shall provide training to all employees when the plan is first established and annually thereafter in accordance with Labor Code 6401.9. Training materials shall be appropriate in content and vocabulary to employees' educational level, literacy, and language. (Labor Code 6401.9)

The Superintendent or designee shall provide employees, or their representative designated pursuant to 8 CCR 3203, with either of the following: (8 CCR 3203)

1. Access to the district's injury and illness prevention program in a reasonable time, place, and manner, but in no event later than five business days after the request for access is received from an employee or a designated representative of the employee.

When an employee or designated representative requests a copy of the district's injury and illness prevention program, the Superintendent or designee shall provide the requester a printed copy unless the employee or designated representative agrees to receive an electronic copy.

The Superintendent or designee shall provide one printed copy free of charge. If the employee or designated representative requests additional copies within one year of the previous request and the district's injury and illness prevention program has not been updated with new information since the prior copy was provided, the district may charge reasonable reproduction costs pursuant to 8 CCR 3204 for the additional copies.

2. Unobstructed access to the district's injury and illness prevention program through the district's server or website that allows an employee to review, print, and email the current version of the district's injury and illness prevention program.

The Superintendent or designee shall communicate the right and procedure to access the district's injury and illness prevention program to all employees. (8 CCR 3203)

Labor/Management Safety and Health Committee

The district's labor/management safety and health committee shall: (8 CCR 3203)

1. Meet regularly, but not less than quarterly.
2. Prepare and make available to affected employees written records of the safety and health issues discussed at committee meetings and maintained for review by Cal/OSHA upon request. These records shall be maintained for at least one year.
3. Review results of the periodic, scheduled worksite inspections.
4. Review investigations of occupational accidents and causes of incidents resulting in occupational injury or illness or exposure to hazardous substances. As appropriate, the committee may submit suggestions to the Superintendent or designee regarding the prevention of future incidents.
5. Review investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, it may conduct its own inspection and investigation to assist in remedial solutions.
6. Submit recommendations to assist in the evaluation of employee safety suggestions.
7. Upon request of Cal/OSHA, verify abatement action taken by the district to abate citations issued by Cal/OSHA.

Hearing Protection

Whenever employee noise exposure equals or exceeds the standards specified by law, the Superintendent or designee shall implement a hearing conservation program in accordance with state and federal regulations, including, when required, monitoring of sound levels, audiogram evaluation and audiometric testing of affected employees, the provision of hearing protectors, and employee training. (8 CCR 5095-5100; 29 CFR 1910.95)

Eye Safety Devices

Employees shall wear eye safety devices whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause eye injury. (Education Code 32030-32034)

First Aid and Medical Services

The Superintendent or designee shall ensure the ready availability of medical personnel for advice and consultation on matters of industrial health or injury. Whenever a district facility or district grounds are not in close proximity to an infirmary, clinic, or hospital where all injured employees may be treated, the Superintendent or designee shall ensure that at least one employee is adequately trained to provide first aid. (8 CCR 3400)

The Superintendent or designee shall make adequate first aid materials readily available for employees at every worksite. Such materials shall be approved by a consulting physician and shall be kept in a sanitary and usable condition. The Superintendent or designee shall frequently inspect all first aid materials and replenish them as necessary. (8 CCR 3400)

The Superintendent or designee shall ensure that suitable facilities for quick drenching or flushing of the eyes and body are provided within the work area for immediate emergency use when the eyes or body or any person may be exposed to injurious corrosive materials. (8 CCR 3400)

To avoid unnecessary delay in medical treatment in the event of an employee's serious injury or illness, the Superintendent or designee shall use one or more of the following: (8 CCR 3400)

1. A communication system for contacting a physician or emergency medical service, such as access to 911 or equivalent telephone system. The communication system or the employees using the system shall have the ability to direct emergency services to the location of the injured or ill employee.
2. Readily accessible and available on-site treatment facilities suitable for treatment of reasonably anticipated injury and illness

- 3. Proper equipment for prompt medical transport when transportation of injured or ill employees is necessary and appropriate

Protection from Communicable Diseases and Infections

The Superintendent or designee shall develop an exposure control plan for bloodborne pathogens that is consistent with the district's injury and illness prevention program. The plan shall include a determination of which job classifications have occupational exposure to blood or other potentially infectious materials; precautions to be implemented, including universal precautions, engineering and work practice controls, and personal protective equipment; availability of the hepatitis B vaccination; provision of information and training to employees; and follow-up actions to be taken if exposure occurs. The district shall ensure that a copy of the exposure control plan is accessible to employees in accordance with law. (8 CCR 5193; 29 CFR 1910.1030)

Strategies to prevent and mitigate the outbreak or spread of infectious diseases shall be followed for diseases that are communicated through airborne transmission, skin-to-skin contact, foodborne transmission, or other casual or noncasual means. Such strategies shall include, but are not limited to, communication and training about the disease(s); campus closures and alternative means of instruction when necessary; preventative measures, such as social distancing, personal protective equipment, temperature checks, and/or any other health screening allowed by law; and cleaning and sanitization of district facilities and equipment.

The Superintendent or designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
17 CCR 2508	Reporting of communicable diseases
8 CCR 14000-14316	Occupational injury or illness reports and records
8 CCR 3203	Injury and illness prevention program
8 CCR 3204	Access to employee exposure and medical records
8 CCR 3400	Medical services and first aid
8 CCR 5095-5100	Control of noise exposure
8 CCR 5193	Bloodborne pathogens
Ed. Code 32030-32034	Eye safety
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32280-32289.5	School safety plans
Ed. Code 44984	Required rules for industrial accident and illness leave
Gov. Code 3543.2	Scope of representation
Lab. Code 1139	Worker's rights in emergencies
Lab. Code 132a	Workers' compensation; nondiscrimination
Lab. Code 3300	Definition of employer
Lab. Code 6305	Occupational safety and health standards; special order
Lab. Code 6310	Retaliation for filing complaint prohibited
Lab. Code 6325	Prohibition of entry into place of employment
Lab. Code 6400-6413.5	Responsibilities and duties of employers and employees
Lab. Code 6401.7	Injury and illness prevention program
Lab. Code 6401.9	Workplace violence prevention plans

Federal

17 CFR 2508
29 CFR 1910.1030
29 CFR 1910.95
29 CFR 651-678
8 CFR 14000-14316
8 CFR 3204
8 CFR 5193

Description

Reporting of communicable diseases
[Bloodborne pathogens](#)
[Noise standards](#)
Occupational safety and health
Occupational injury or illness reports and records
Access to employee exposure and medical records
Bloodborne pathogens

Management Resources

CA Department of Industrial Relations Publication
Website
Website
Website
Website
Website
Website
Website

Description

Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2005
[CSBA District and County Office of Education Legal Services](#)
[National Institute for Occupational Safety and Health](#)
[U.S. Department of Labor, Occupational Safety and Health Administration](#)
[California Department of Industrial Relations, Occupational Safety and Health](#)
[National Hearing Conservation Association](#)
[Centers for Disease Control and Prevention](#)
[CSBA](#)

Cross References

0450
0450
3514
3514
3514.1
3514.1
3516
3516
3516.5
3530
3530
4112.9
4112.9-E PDF(1)
4112.9-E PDF(2)
4112.9-E PDF(3)
4112.9-E(1)
4112.9-E(2)
4118
4118
4119.41
4119.42

Description

[Comprehensive Safety Plan](#)
[Comprehensive Safety Plan](#)
[Environmental Safety](#)
[Environmental Safety](#)
[Hazardous Substances](#)
[Hazardous Substances](#)
[Emergencies And Disaster Preparedness Plan](#)
[Emergencies And Disaster Preparedness Plan](#)
[Emergency Schedules](#)
[Risk Management/Insurance](#)
[Risk Management/Insurance](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Dismissal/Suspension/Disciplinary Action](#)
[Dismissal/Suspension/Disciplinary Action](#)
[Employees With Infectious Disease](#)
[Exposure Control Plan For Bloodborne Pathogens](#)

Cross References

4119.42
4119.42-E PDF(1)
4119.43
4119.43
4131
4156.2
4157.1
4157.2
4158
4158
4161.11
4212.9
4212.9-E PDF(1)
4212.9-E PDF(2)
4212.9-E PDF(3)
4212.9-E(1)
4218
4218
4219.41
4219.42
4219.42
4219.42-E PDF(1)
4219.43
4219.43
4231
4256.2
4257.1
4257.1
4257.2
4258
4258
4261.11
4312.9
4312.9-E PDF(1)
4312.9-E PDF(2)
4312.9-E PDF(3)
4312.9-E(1)
4319.41
4319.42
4319.42

Description

[Exposure Control Plan For Bloodborne Pathogens](#)
[Exposure Control Plan For Bloodborne Pathogens](#)
[Universal Precautions](#)
[Universal Precautions](#)
[Staff Development](#)
[Awards And Recognition](#)
[Work-Related Injuries](#)
[Ergonomics](#)
[Employee Security](#)
[Employee Security](#)
[Industrial Accident/Illness Leave](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Dismissal/Suspension/Disciplinary Action](#)
[Dismissal/Suspension/Disciplinary Action](#)
[Employees With Infectious Disease](#)
[Exposure Control Plan For Bloodborne Pathogens](#)
[Exposure Control Plan For Bloodborne Pathogens](#)
[Exposure Control Plan For Bloodborne Pathogens](#)
[Universal Precautions](#)
[Universal Precautions](#)
[Staff Development](#)
[Awards And Recognition](#)
[Work-Related Injuries](#)
[Work-Related Injuries](#)
[Ergonomics](#)
[Employee Security](#)
[Employee Security](#)
[Industrial Accident/Illness Leave](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employees With Infectious Disease](#)
[Exposure Control Plan For Bloodborne Pathogens](#)
[Exposure Control Plan For Bloodborne Pathogens](#)

Cross References

4319.42-E PDF(1)

4319.43

4319.43

4331

4356.2

4357.1

4357.2

4358

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4361.11

5141.22

5141.22

5141.6

5141.6

6142.93

Description

[Exposure Control Plan For Bloodborne Pathogens](#)

[Universal Precautions](#)

[Universal Precautions](#)

[Staff Development](#)

[Awards And Recognition](#)

[Work-Related Injuries](#)

[Ergonomics](#)

[Employee Security](#)

[Employee Security](#)

[Industrial Accident/Illness Leave](#)

[Infectious Diseases](#)

[Infectious Diseases](#)

[School Health Services](#)

[School Health Services](#)

[Science Instruction](#)

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Regulation 4157.1: Work-Related Injuries

Status: DRAFT

Original Adopted Date: Pending

In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the event that an employee becomes injured or ill in the course of employment, the district shall provide all employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process that reduces costs and facilitates employee recovery.

The Superintendent or designee shall notify every new employee, at the time of hire or by the end of the first pay period, of the employee's right to receive workers' compensation benefits if injured at work. (Labor Code 3551; 8 CCR 15596)

In addition, a notice regarding workers' compensation benefits shall be posted in a conspicuous location frequented by employees, where the notice may be easily read during the workday. (Labor Code 3550)

In the event that an employee is injured or becomes ill in the course of employment, the employee shall report the work-related injury or illness to the Superintendent or designee as soon as practicable. The employee and appropriate district staff shall also promptly document the date and time of any incident, a description of the incident, and any persons present.

Within one working day of receiving notice or knowledge of any injury to an employee in the course of employment, the Superintendent or designee shall provide a claim form and notice of potential eligibility for workers' compensation benefits to the employee or, in the case of the employee's death, to the employee's dependents. The claim form and notice shall be provided personally or by first class mail. (Labor Code 5401)

The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.

The Superintendent or designee shall additionally ensure that any employee who is a victim of a crime that occurred at the place of employment is given written notice personally or by first class mail within one working day of the crime, or when the district reasonably should have known of the crime, that the employee is eligible for workers' compensation benefits for injuries, including psychiatric injuries, that may have resulted from the crime. (Labor Code 3553)

Upon learning of a work-related injury or illness, or injury or illness alleged to have arisen out of and in the course of employment, the Superintendent or designee shall report the incident to the district's insurance carrier or DIR, as applicable, within five days after obtaining knowledge of the injury or illness. If a subsequent death arises as a result of the reported injury or illness, an amended report indicating the death shall be filed within five days after being notified of or learning about the death. (Labor Code 6409.1)

In addition, in every case involving death or serious injury or illness, the Superintendent or designee shall immediately make a report to the Division of Occupational Safety and Health (Cal/OSHA) by telephone or through an online mechanism made available by Cal/OSHA. (Labor Code 6409.1)

For the purpose of this report, serious injury or illness means any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement. (Labor Code 6302)

Policy Reference Disclaimer: These references are not intended to

State

Ed. Code 44984
Ed. Code 45192
Lab. Code 3200-4856
Lab. Code 3550-3553
Lab. Code 3600-3605
Lab. Code 3760
Lab. Code 4600
Lab. Code 4906
Lab. Code 5400-5413
Lab. Code 6302
Lab. Code 6409.1

Description

[Required rules for industrial accident and illness leave](#)
[Industrial accident and illness leave for classified employees](#)
[Workers' compensation](#)
[Notifications: Workers' compensation benefits](#)
[Conditions of liability](#)
[Report of injury to insurer](#)
[Provision of medical and hospital treatment by employer](#)
[Disclosures and statements](#)
[Notice of injury or death](#)
[Definition of serious injury or illness](#)
[Reports](#)

Management Resources

CA Department of Industrial Relations Publication
CA Department of Industrial Relations Publication
CA Department of Industrial Relations Publication
CA Department of Industrial Relations Publication
Website
Website
Website
Website
Website

Description

Workers' Compensation in California: A Guidebook for Injured Workers, 2016
Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility
Notice to Employees - Injuries Caused by Work
Time of Hire Pamphlet
[CSBA District and County Office of Education Legal Services](#)
[California Department of Industrial Relations, Division of Workers Compensation](#)
[California Department of Industrial Relations, Occupational Safety and Health](#)
[CSBA](#)
[California Department of Public Health](#)

Cross References

1240
1240
3320
3320
3320-E PDF(1)
3530
3530
4032
4112.9
4112.9-E PDF(1)
4112.9-E PDF(2)
4112.9-E PDF(3)
4112.9-E(1)
4112.9-E(2)

Description

[Volunteer Assistance](#)
[Volunteer Assistance](#)
[Claims And Actions Against The District](#)
[Claims And Actions Against The District](#)
[Claims And Actions Against The District](#)
[Risk Management/Insurance](#)
[Risk Management/Insurance](#)
[Reasonable Accommodation](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)

Cross References

4113.4

4154

4154

4157

4157

4157.2

4161.1

4161.11

4161.9

4161.9

4212.9

4212.9-E PDF(1)

4212.9-E PDF(2)

4212.9-E PDF(3)

4212.9-E(1)

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4257

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4257.2

4261.11

4261.9

4261.9

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4312.9-E PDF(1)

4312.9-E PDF(2)

4312.9-E PDF(3)

4312.9-E(1)

4313.4

4354

4354

4357

4357

4357.2

4361.1

4361.11

4361.9

4361.9

Description[Temporary Modified/Light-Duty Assignment](#)[Health And Welfare Benefits](#)[Health And Welfare Benefits](#)[Employee Safety](#)[Employee Safety](#)[Ergonomics](#)[Personal Illness/Injury Leave](#)[Industrial Accident/Illness Leave](#)[Catastrophic Leave Program](#)[Catastrophic Leave Program](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Temporary Modified/Light-Duty Assignment](#)[Health And Welfare Benefits](#)[Health And Welfare Benefits](#)[Employee Safety](#)[Employee Safety](#)[Ergonomics](#)[Industrial Accident/Illness Leave](#)[Catastrophic Leave Program](#)[Catastrophic Leave Program](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Temporary Modified/Light-Duty Assignment](#)[Health And Welfare Benefits](#)[Health And Welfare Benefits](#)[Employee Safety](#)[Employee Safety](#)[Ergonomics](#)[Personal Illness/Injury Leave](#)[Industrial Accident/Illness Leave](#)[Catastrophic Leave Program](#)[Catastrophic Leave Program](#)

Policy 4211: Recruitment And Selection

Status: DRAFT

Original Adopted Date: 05/17/2018

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals, and believes that students benefit when district staff reflects the racial, ethnic, linguistic, and cultural diversity of the district.

The Superintendent or designee shall develop equitable, fair, and transparent recruitment and selection processes and procedures that ensure individuals are selected for employment in the district based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

Additionally, the Superintendent or designee shall, through the recruitment and selection processes and procedures, seek to establish and maintain a diverse staff, including the active recruitment from institutions and organizations that serve populations underrepresented among district employees.

When a vacancy occurs, the Superintendent or designee shall review, as appropriate, the job description for the position to ensure that it accurately describes the major functions and duties of the position. The Superintendent or designee shall also disseminate job announcements to ensure a wide range of candidates.

When posting an employment opportunity, the Superintendent or designee shall include the pay scale for the open position. (Labor Code 432.2)

The Superintendent shall develop and maintain appropriate hiring procedures to identify the best possible candidates for a position. In doing so, an interview committee may be established to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential and consistent with law.

No inquiry shall be made about any information prohibited by state or federal nondiscrimination laws.

Unless otherwise provided for in law, the district may not discriminate against a person in hiring based on the person's use of cannabis off the job and away from the workplace, including that the district may not request information from an applicant related to the applicant's prior use of cannabis, apart from the applicant's criminal history, or penalize an applicant based on a drug screening which finds that the applicant has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. (Government Code 12954)

However, the district retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954)

The Superintendent or designee shall not inquire, orally or in writing, about an applicant's salary history information, including compensation and benefits. Additionally, the Superintendent or designee shall not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. (Labor Code 432.3)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

Incentives

With Board approval and in accordance with district needs and any applicable collective bargaining agreements, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 200-270	Prohibition of discrimination
Ed. Code 35035	Powers and duties of the superintendent; transfer authority
Ed. Code 44066	Limitations on certification requirements
Ed. Code 44259	Teaching credential, exception; designated subjects; minimum requirements
Ed. Code 44750	Teacher recruitment resource center
Ed. Code 44830-44831	Employment of certificated persons
Ed. Code 44858	Age or marital status in certificated positions
Ed. Code 44859	Prohibition against certain rules and regulations regarding residency
Ed. Code 45103-45139	Employment; classified employees
Ed. Code 49406	TB risk assessment
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 7920.000-7930.215	California Public Records Act
Gov. Code 815.2	Liability of public entities and public employees
H&S Code 53570-53574	Teacher Housing Act of 2016
Lab. Code 432.3	Salary information

Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.101-35.190	Americans with Disabilities Act
34 CFR 106.51-106.61	Nondiscrimination on the basis of sex in employment in education program or activities
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
5 USC 552	Freedom of Information Act
8 USC 1324a	Unlawful employment of aliens
8 USC 1324b	Unfair immigration related employment practices

Management Resources	Description
CA Commission on Teacher Credentialing Publication	Strategic Plan: Ensuring Educator Excellence, 2023
California County Superintendents Publication	Teacher Recruitment in California: An Analysis of Effective Strategies, Research Brief, Veritas Research and Evaluation Group, October 2017
California Department of Education Publication	How to Increase the Diversity of California's Educator Workforce, April 2022
Court Decision	C.A. v William S. Hart Union High School District et al. (2012) 138 Cal.Rptr.3d 1
Ctr for Cities + Schools, cityLAB & Turner Ctr Pub	Education Workforce Housing in California: Developing the 21st Century Campus, 2021
Ctr for Cities + Schools, cityLAB & Turner Ctr Pub Website	Education Workforce Housing in California: The Handbook University of California Los Angeles, cityLAB

Management Resources

Website	University of California Berkeley, Turner Center for Housing Innovation
Website	University of California Berkeley, Center for Cities + Schools
Website	CSBA District and County Office of Education Legal Services
Website	Commission on Teacher Credentialing
Website	Education Job Opportunities Information Network
Website	Teach USA
Website	California County Superintendents
Website	California Civil Rights Department
Website	U.S. Department of Education
Website	Equal Employment Opportunity Commission
Website	California Department of Education

Description**Cross References**

0000	Vision
0000	Vision
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
2230	Representative And Deliberative Groups
4000	Concepts And Roles
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4100	Certificated Personnel
4111.2	Legal Status Requirement
4111.2	Legal Status Requirement
4112	Appointment And Conditions Of Employment
4112.2	Certification
4112.2	Certification
4112.21	Interns
4112.21	Interns
4112.22	Staff Teaching English Learners
4112.23	Special Education Staff
4112.61	Employment References
4112.61	Employment References
4112.8	Employment Of Relatives
4113	Assignment
4113	Assignment
4117.14	Postretirement Employment
4200	Classified Personnel
4200	Classified Personnel

Description

Cross References

4211.2

4211.2

4212

4212.61

4212.61

4212.8

4300

4300

4311.2

4311.2

4312.1

4312.61

4312.61

4312.8

4317.14

4331

6171

6171

9000

Description[Legal Status Requirement](#)[Legal Status Requirement](#)[Appointment And Conditions Of Employment](#)[Employment References](#)[Employment References](#)[Employment Of Relatives](#)[Administrative And Supervisory Personnel](#)[Administrative And Supervisory Personnel](#)[Legal Status Requirement](#)[Legal Status Requirement](#)[Contracts](#)[Employment References](#)[Employment References](#)[Employment Of Relatives](#)[Postretirement Employment](#)[Staff Development](#)[Title I Programs](#)[Title I Programs](#)[Role Of The Board](#)

Regulation 4212.5: Criminal Record Check

Status: DRAFT

Original Adopted Date: 10/20/2016

The Superintendent or designee shall not hire or retain in employment, in a certificated or classified position, a person who has been convicted of a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c), a controlled substance offense as defined in Education Code 44011, or a sex offense as defined in Education Code 44010. However, the Superintendent or designee shall not deny or terminate employment solely on the basis that the person has been: (Education Code 44830.1, 44836, 45122.1, 45123)

1. Convicted of a violent or serious felony, controlled substance offense, or sex offense, and the conviction is reversed and the person is acquitted of the offense in a new trial or the charges against the person are dismissed, unless the sex offense for which the conviction is dismissed pursuant to Penal Code 1203.4 involves a victim who was a minor
2. Convicted of a violent or serious felony and has obtained a certificate of rehabilitation or a pardon
3. Convicted of a serious felony, that is not also a violent felony, and has proven to the sentencing court that rehabilitation for purposes of school employment has been attained for at least one year
4. Convicted of a controlled substance offense and is applying for or is employed in a certificated position and has a credential issued by the Commission on Teacher Credentialing
5. Convicted of a controlled substance offense and is applying for or is employed in a classified position and has been determined by the Governing Board, from the evidence presented, to have been rehabilitated for at least five years

A certificated employee may be hired by the district without obtaining a criminal record summary if that employee is employed as a certificated employee in another California school district and became a permanent employee of another California school district as of October 1, 1997. (Education Code 44830.1, 44836)

The Superintendent or designee shall not issue a temporary certificate of clearance to a person whose application for a credential, certificate, or permit is being processed by the Commission on Teacher Credentialing if that person has been convicted of a violent or serious felony, unless the person is otherwise exempt pursuant to Education Code 44332.6 or 44830.1. (Education Code 44332.5, 44332.6)

Pre-Employment Record Check

The Superintendent or designee shall require each person to be employed by the district to submit fingerprints electronically through the Live Scan system so that a criminal record check may be conducted by the Department of Justice (DOJ). The Superintendent or designee shall provide the applicant with a Live Scan request form and a list of nearby Live Scan locations.

When a person is applying for a classified position, the Superintendent or designee shall request that the DOJ also obtain a criminal record check through the Federal Bureau of Investigation whenever the applicant meets one of the following conditions: (Education Code 45125)

1. The applicant has not resided in California for at least one year immediately preceding the application for employment.
2. The applicant has resided in California for more than one year, but less than seven years, and the DOJ has ascertained that the person was convicted of a sex offense where the victim was a minor or a drug offense where an element of the offense is either the distribution to or the use of a controlled substance by a minor.

The Superintendent or designee shall immediately notify the DOJ when an applicant who has submitted fingerprints to the DOJ is not subsequently employed by the district. (Penal Code 11105.2)

Subsequent Arrest Notification

The Superintendent or designee shall enter into a contract with the DOJ to receive notification of subsequent arrests resulting in conviction of any person whose fingerprints have been submitted to the DOJ. (Education Code 44830.1, 45125; Penal Code 11105.2)

Upon telephone or email notification by the DOJ that a current temporary employee, substitute employee, or probationary employee serving before March 15 of the employee's second probationary year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place that employee on leave without pay. (Education Code 44830.1, 45122.1)

When the district receives written electronic notification by the DOJ of the fact of conviction, the temporary employee, substitute employee, or probationary employee serving before March 15 of the employee's second probationary year shall be terminated automatically unless the employee challenges the DOJ record and the DOJ withdraws its notification in writing. Upon receipt of the written withdrawal of notification by the DOJ, the Superintendent or designee shall immediately reinstate the employee with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement if the employee is still employed by the district. (Education Code 44830.1, 45122.1)

The Superintendent or designee shall immediately notify the DOJ whenever a person whose fingerprints are maintained by the DOJ is terminated. (Penal Code 11105.2)

Notification of Applicant/Employee

The Superintendent or designee shall expeditiously furnish a copy of any DOJ notification to the applicant or employee to whom it relates if the information is a basis for an adverse employment decision. The copy shall be delivered in person or to the last contact information provided by the applicant or employee. (Penal Code 11105, 11105.2)

Maintenance of Records

The Superintendent shall designate at least one custodian of records who shall be responsible for the security, storage, dissemination, and destruction of all Criminal Offender Record Information (CORI) furnished to the district and shall serve as the primary contact for the DOJ for any related issues. (Penal Code 11102.2)

An employee designated as custodian of records shall receive a criminal background check clearance from the DOJ prior to serving in that capacity. (Penal Code 11102.2)

The custodian of records shall sign and return to the DOJ the Employee Statement Form acknowledging an understanding of the laws prohibiting misuse of CORI. In addition, the custodian of records shall ensure that any individual with access to CORI has on file a signed Employee Statement Form.

To ensure its confidentiality, CORI shall be accessible only to the custodian of records and shall be kept in a locked file separate from other files. CORI shall be used only for the purpose for which it is requested and its contents shall not be disclosed or reproduced. (Education Code 44830.1, 45125)

Once a hiring determination is made, the applicant's CORI shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained. (Education Code 44830.1, 45125; 11 CCR 708)

The Superintendent or designee shall immediately notify the DOJ whenever a designated custodian of records ceases to serve in that capacity. (Penal Code 11102.2)

Interagency Agreement

Subject to an interagency agreement with other school districts, the district shall submit and receive CORI on behalf of all participating districts. (Education Code 44830.2, 45125.01)

Upon receipt from the DOJ of a report of conviction of a serious or violent felony, the district shall communicate that fact to participating districts and shall remove the affected employee from the common list of persons eligible

for employment. (Education Code 44830.2, 45125.01)

In addition, upon receipt from the DOJ of a criminal history record or report of subsequent arrest for any person on a common list of persons eligible for employment, the district shall give notice to the superintendent of any participating district, or the person designated in writing by that superintendent, that the report is available for inspection on a confidential basis by the superintendent or the authorized designee. The report shall be made available at the district office for 30 days following the receipt of the notice. (Education Code 44830.2, 45125.01)

The district shall not release a copy of that information to any participating district or any other person. In addition, the district shall retain or dispose of the information in the manner specified in law and in this administrative regulation after all participating districts have had an opportunity to inspect it in accordance with law. (Education Code 44830.2, 45125.01)

The district shall maintain a record of all persons to whom the information has been shown and shall make this record available to the DOJ. (Education Code 44830.2, 45125.01)

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
11 CCR 701-708	Criminal offender record information
11 CCR 720-724	Incomplete criminal history information
11 CCR 994-994.15	Certification of individuals who take fingerprint impressions
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44332-44332.6	Temporary certificate of clearance
Ed. Code 44346.1	Applicants for credential; conviction of a violent or serious felony
Ed. Code 44830.1	Criminal record summary; certificated employees
Ed. Code 44830.2	Certificated employees; interagency agreement for sharing criminal record information
Ed. Code 44836	Employment of certificated persons convicted of sex offense or controlled substance offense
Ed. Code 44932	Grounds for dismissal of permanent employees
Ed. Code 45122.1	Classified employees; conviction of a violent or serious felony
Ed. Code 45125	Use of personal identification cards to ascertain conviction of crime
Ed. Code 45125.01	Interagency agreements for criminal record information
Ed. Code 45125.5	Automated records check
Ed. Code 45126	Duty of Department of Justice to furnish information
Ed. Code 49024	Activity Supervisor Clearance Certificate
Gov. Code 12954	Employment discrimination; cannabis use
H&S Code 11350	Offenses Involving Controlled Substances Formerly Classified as Narcotics
H&S Code 11377	Offenses Involving Controlled Substances Formerly Classified as Restricted Dangerous Drugs
Pen. Code 11075-11081	Criminal record dissemination
Pen. Code 11102.2	Maintenance of criminal offender records; custodian of records
Pen. Code 11105	Access to criminal history information
Pen. Code 11105.2	Subsequent arrest notification
Pen. Code 11105.3	Record of conviction involving sex crimes, drug crimes or crimes of violence

State

Pen. Code 11140-11144
Pen. Code 1192.7
Pen. Code 1203.4
Pen. Code 1203.425
Pen. Code 13300-13305
Pen. Code 667.5

Management Resources

Court Decision

Website
Website
Website

Cross References

1240
1240
1340
1340
2120
3515.3
3515.3
3580
3580
4112
4112.2
4112.2
4112.6
4112.9
4112.9-E PDF(1)
4112.9-E PDF(2)
4112.9-E PDF(3)
4112.9-E(1)
4112.9-E(2)
4116
4116
4118
4118
4119.23
4121
4121

Description

[Furnishing of state criminal history information](#)
[Plea bargaining limitation](#)
[Dismissal of conviction](#)
[Conviction relief](#)
[Local summary criminal history information](#)
[Prior prison terms; enhancement of prison terms](#)

Description

Central Valley Chapter of the 7th Step Foundation Inc. v. Evelle J. Younger
(1989) 214 Cal. App. 3d 145
[CSBA District and County Office of Education Legal Services](#)
[Office of the Attorney General, Department of Justice, Background Checks](#)
[CSBA](#)

Description

[Volunteer Assistance](#)
[Volunteer Assistance](#)
[Access To District Records](#)
[Access To District Records](#)
[Superintendent Recruitment And Selection](#)
[District Police/Security Department](#)
[District Police/Security Department](#)
[District Records](#)
[District Records](#)
[Appointment And Conditions Of Employment](#)
[Certification](#)
[Certification](#)
[Personnel Files](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Probationary/Permanent Status](#)
[Probationary/Permanent Status](#)
[Dismissal/Suspension/Disciplinary Action](#)
[Dismissal/Suspension/Disciplinary Action](#)
[Unauthorized Release Of Confidential/Privileged Information](#)
[Temporary/Substitute Personnel](#)
[Temporary/Substitute Personnel](#)

Cross References

4127

4127

4200

4200

4212

4212.6

4212.9

4212.9-E PDF(1)

4212.9-E PDF(2)

4212.9-E PDF(3)

4212.9-E(1)

4218

4218

4218.1

4218.1

4219.23

4227

4227

4312.6

4312.9

4312.9-E PDF(1)

4312.9-E PDF(2)

4312.9-E PDF(3)

4312.9-E(1)

4319.23

4327

4327

5148

5148

5148.2

5148.2

5148.3

5148.3

6145

6145

9011

Description[Temporary Athletic Team Coaches](#)[Temporary Athletic Team Coaches](#)[Classified Personnel](#)[Classified Personnel](#)[Appointment And Conditions Of Employment](#)[Personnel Files](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Dismissal/Suspension/Disciplinary Action](#)[Dismissal/Suspension/Disciplinary Action](#)[Dismissal/Suspension/Disciplinary Action \(Merit System\)](#)[Dismissal/Suspension/Disciplinary Action \(Merit System\)](#)[Unauthorized Release Of Confidential/Privileged Information](#)[Temporary Athletic Team Coaches](#)[Temporary Athletic Team Coaches](#)[Personnel Files](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Unauthorized Release Of Confidential/Privileged Information](#)[Temporary Athletic Team Coaches](#)[Temporary Athletic Team Coaches](#)[Child Care And Development](#)[Child Care And Development](#)[Before/After School Programs](#)[Before/After School Programs](#)[Preschool/Early Childhood Education](#)[Preschool/Early Childhood Education](#)[Extracurricular And Cocurricular Activities](#)[Extracurricular And Cocurricular Activities](#)[Disclosure Of Confidential/Privileged Information](#)

Exhibit 4212.5-E(1): Criminal Record Check

Status: DRAFT

Original Adopted Date: Pending

**SAMPLE EMPLOYEE STATEMENT FORM
USE OF CRIMINAL JUSTICE INFORMATION**

As an employee/volunteer of _____ School District, you may have access to confidential criminal record information which is controlled by state and federal statutes. Misuse of such information may adversely affect the individual's civil rights and violate constitutional rights of privacy. Penal Code 502 prescribes the penalties relating to computer crimes. Penal Code 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be disseminated. Penal Code 11140-11144 and 13301-13305 prescribe penalties for misuse of criminal history information. Government Code 6200 prescribes felony penalties for misuse of public records. Penal Code 11142 and 13300 state:

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."

Civil Code 1798.53, Invasion of Privacy, states:

"Any person who intentionally discloses information, not otherwise public, which they know or should reasonably know was obtained from personal or confidential information maintained by a state agency or from records within a system of records maintained by a federal government agency, shall be subject to a civil action, for invasion of privacy, by the individual."

CIVIL, CRIMINAL, AND ADMINISTRATIVE PENALTIES:

- Penal Code 11141: DOJ furnishing to unauthorized person (misdemeanor)
- Penal Code 11142: Authorized person furnishing to other (misdemeanor)
- Penal Code 11143: Unauthorized person in possession (misdemeanor)
- California Constitution, Article I, Section 1 (Right to Privacy)
- Civil Code 1798.53, Invasion of Privacy
- Title 18 USC 641, 1030, 1951, and 1952

Any employee who is responsible for such misuse may be subject to immediate dismissal. Violations of this law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF CRIMINAL RECORD INFORMATION.

Signature _____ Date _____

Printed Name _____ Title _____

Name of District _____

PLEASE NOTE: Do not return this form to the DOJ. Your Custodian of Records should maintain these forms.

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
11 CCR 701-708	Criminal offender record information
11 CCR 720-724	Incomplete criminal history information

State

11 CCR 994-994.15
 Ed. Code 44010
 Ed. Code 44011
 Ed. Code 44332-44332.6
 Ed. Code 44346.1
 Ed. Code 44830.1
 Ed. Code 44830.2

 Ed. Code 44836

 Ed. Code 44932
 Ed. Code 45122.1
 Ed. Code 45125
 Ed. Code 45125.01
 Ed. Code 45125.5
 Ed. Code 45126
 Ed. Code 49024
 Gov. Code 12954
 H&S Code 11350
 H&S Code 11377

 Pen. Code 11075-11081
 Pen. Code 11102.2
 Pen. Code 11105
 Pen. Code 11105.2
 Pen. Code 11105.3
 Pen. Code 11140-11144
 Pen. Code 1192.7
 Pen. Code 1203.4
 Pen. Code 1203.425
 Pen. Code 13300-13305
 Pen. Code 667.5

Management Resources

Court Decision

 Website
 Website
 Website

Cross References

1240

Description

Certification of individuals who take fingerprint impressions
[Sex offense; definitions](#)
[Controlled substance offense](#)
[Temporary certificate of clearance](#)
[Applicants for credential; conviction of a violent or serious felony](#)
[Criminal record summary; certificated employees](#)
[Certificated employees; interagency agreement for sharing criminal record information](#)
[Employment of certificated persons convicted of sex offense or controlled substance offense](#)

[Grounds for dismissal of permanent employees](#)
[Classified employees; conviction of a violent or serious felony](#)
[Use of personal identification cards to ascertain conviction of crime](#)
[Interagency agreements for criminal record information](#)
[Automated records check](#)
[Duty of Department of Justice to furnish information](#)

[Activity Supervisor Clearance Certificate](#)
[Employment discrimination; cannabis use](#)
[Offenses Involving Controlled Substances Formerly Classified as Narcotics](#)
[Offenses Involving Controlled Substances Formerly Classified as Restricted Dangerous Drugs](#)

[Criminal record dissemination](#)
[Maintenance of criminal offender records; custodian of records](#)
[Access to criminal history information](#)
[Subsequent arrest notification](#)
[Record of conviction involving sex crimes, drug crimes or crimes of violence](#)
[Furnishing of state criminal history information](#)

[Plea bargaining limitation](#)
[Dismissal of conviction](#)
[Conviction relief](#)
[Local summary criminal history information](#)

[Prior prison terms; enhancement of prison terms](#)

Description

Central Valley Chapter of the 7th Step Foundation Inc. v. Evelle J. Younger (1989) 214 Cal. App. 3d 145

[CSBA District and County Office of Education Legal Services](#)
[Office of the Attorney General, Department of Justice, Background Checks](#)
[CSBA](#)

Description

[Volunteer Assistance](#)

Cross References

1240

1340

1340

2120

3515.3

3515.3

3580

3580

4112

4112.2

4112.2

4112.6

4112.9

4112.9-E PDF(1)

4112.9-E PDF(2)

4112.9-E PDF(3)

4112.9-E(1)

4112.9-E(2)

4116

4116

4118

4118

4119.23

4121

4121

4127

4127

4200

4200

4212

4212.6

4212.9

4212.9-E PDF(1)

4212.9-E PDF(2)

4212.9-E PDF(3)

4212.9-E(1)

4218

4218

4218.1

4218.1

Description[Volunteer Assistance](#)[Access To District Records](#)[Access To District Records](#)[Superintendent Recruitment And Selection](#)[District Police/Security Department](#)[District Police/Security Department](#)[District Records](#)[District Records](#)[Appointment And Conditions Of Employment](#)[Certification](#)[Certification](#)[Personnel Files](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Probationary/Permanent Status](#)[Probationary/Permanent Status](#)[Dismissal/Suspension/Disciplinary Action](#)[Dismissal/Suspension/Disciplinary Action](#)[Unauthorized Release Of Confidential/Privileged Information](#)[Temporary/Substitute Personnel](#)[Temporary/Substitute Personnel](#)[Temporary Athletic Team Coaches](#)[Temporary Athletic Team Coaches](#)[Classified Personnel](#)[Classified Personnel](#)[Appointment And Conditions Of Employment](#)[Personnel Files](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Dismissal/Suspension/Disciplinary Action](#)[Dismissal/Suspension/Disciplinary Action](#)[Dismissal/Suspension/Disciplinary Action \(Merit System\)](#)[Dismissal/Suspension/Disciplinary Action \(Merit System\)](#)

Cross References

4219.23

4227

4227

4312.6

4312.9

4312.9-E PDF(1)

4312.9-E PDF(2)

4312.9-E PDF(3)

4312.9-E(1)

4319.23

4327

4327

5148

5148

5148.2

5148.2

5148.3

5148.3

6145

6145

9011

Description[Unauthorized Release Of Confidential/Privileged Information](#)[Temporary Athletic Team Coaches](#)[Temporary Athletic Team Coaches](#)[Personnel Files](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Unauthorized Release Of Confidential/Privileged Information](#)[Temporary Athletic Team Coaches](#)[Temporary Athletic Team Coaches](#)[Child Care And Development](#)[Child Care And Development](#)[Before/After School Programs](#)[Before/After School Programs](#)[Preschool/Early Childhood Education](#)[Preschool/Early Childhood Education](#)[Extracurricular And Cocurricular Activities](#)[Extracurricular And Cocurricular Activities](#)[Disclosure Of Confidential/Privileged Information](#)

Policy 4218: Dismissal/Suspension/Disciplinary Action

Status: DRAFT

Original Adopted Date: 12/05/2019 | **Last Revised Date:** 02/16/2023

The Governing Board expects all employees to perform their jobs satisfactorily, to exhibit professional and appropriate conduct, and serve as positive role models both at school and in the community. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, or administrative regulation.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner. In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for engaging in protected activities, or for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension or leave without pay, reduction of wages, or dismissal.

A probationary classified employee may be dismissed without cause anytime before the probationary period expires.

Permanent classified employees shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

Procedures for Serious Disciplinary Proceedings

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against an employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the recommended discipline should proceed further or be modified or withdrawn.

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly review process. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter. (Education Code 45113, 45116)

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board or by a third-party hearing officer, in accordance with law. (Education Code 45113, 45312)

A classified employee who timely requests a hearing may only be suspended, demoted, or dismissed pending the outcome of the hearing in accordance with Education Code 45113 and as specified in the accompanying administrative regulation.

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which disciplinary action was ultimately sustained, and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

Following the hearing or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action, the Board shall affirm, modify, or reject the recommended disciplinary action. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

Except for an allegation of egregious misconduct in which a minor is involved, the Board may delegate the authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When a matter is heard by a third-party hearing officer, the Board shall review the determination and adopt or reject the recommended decision. (Education Code 45113)

When any matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a witness who is a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

Compulsory Leave of Absence

Upon being informed that a classified employee has been charged with a mandatory leave of absence offense, the Superintendent or designee shall immediately place the employee on a compulsory leave of absence. (Education Code 44940, 44940.5, 45304)

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
CA Constitution Article 1, Section 1	Inalienable rights
Ed. Code 35161	Board delegation of any powers or duties
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44940.5	Procedures when employees are placed on compulsory leave of absence
Ed. Code 45101	Definitions; disciplinary action and cause

State

Ed. Code 45109
Ed. Code 45113
Ed. Code 45116
Ed. Code 45123
Ed. Code 45302
Ed. Code 45303
Ed. Code 45304
Gov. Code 12954
Veh. Code 1808.8

Description

[Fixing of duties](#)
[Notification of charges; classified employees](#)
[Notice of disciplinary action](#)
[Employment after conviction of controlled substance offense](#)
[Demotion and removal from permanent classified service](#)
[Additional cause for suspension or dismissal of employee charged with mandatory or optional leave of absence offense](#)
[Compulsory leave of absence for classified persons](#)
[Employment discrimination; cannabis use](#)
[School bus drivers; dismissal for safety-related cause](#)

Federal

42 USC 12101-12213
U.S. Constitution, First Amendment

Description

[Americans with Disabilities Act](#)
[Free exercise, free speech, and establishment clauses](#)

Management Resources

Court Decision
Court Decision
Court Decision
Court Decision
Court Decision
U.S. Department of Education Publication
Website
Website
Website
Website
Website
Website

Description

Visalia Unified School District v. Public Employment Relations Board (2024) 98 Cal.App.5th 844
Kennedy v. Bremerton (2022) 142 S.Ct. 2407
California School Employees v. Livingston Union School District (2007) 149 Cal. App. 4th 391
CSEA v. Foothill Community College District (1975) 52 Cal. App. 3rd 150
Skelly v. California Personnel Board (1975) 15 Cal.3d 194
[Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023](#)
[Office of the Attorney General](#)
[Office of Administrative Hearings](#)
[Department of General Services, About Teacher Dismissal Case Type](#)
[CSBA District and County Office of Education Legal Services](#)
[CSBA](#)
[U.S. Department of Education](#)

Cross References

1114
1114
1312.1
1312.1
1312.3
1312.3
1312.3-E PDF(1)
1312.3-E PDF(2)
3230
3230

Description

[District-Sponsored Social Media](#)
[District-Sponsored Social Media](#)
[Complaints Concerning District Employees](#)
[Complaints Concerning District Employees](#)
[Uniform Complaint Procedures](#)
[Uniform Complaint Procedures](#)
[Uniform Complaint Procedures](#)
[Uniform Complaint Procedures](#)
[Federal Grant Funds](#)
[Federal Grant Funds](#)

Cross References

3512
3512-E PDF(1)
3513.3
3513.3
3515.2
3515.2
3515.21
3515.3
3515.3
3516.2
4000
4020
4020-E PDF(1)
4030
4030
4040
4040
4040-E PDF(1)
4112.42
4112.42
4112.5
4112.5-E PDF(1)
4112.6
4119.1
4119.12
4119.12-E PDF(1)
4119.21
4119.21-E PDF(1)
4119.22
4119.23
4119.24
4119.25
4119.25
4127
4127
4136
4141.6
4141.6
4154

Description

[Equipment](#)
[Equipment](#)
[Tobacco-Free Schools](#)
[Tobacco-Free Schools](#)
[Disruptions](#)
[Disruptions](#)
[Unmanned Aircraft Systems \(Drones\)](#)
[District Police/Security Department](#)
[District Police/Security Department](#)
[Bomb Threats](#)
[Concepts And Roles](#)
[Drug And Alcohol-Free Workplace](#)
[Drug And Alcohol-Free Workplace](#)
[Nondiscrimination In Employment](#)
[Nondiscrimination In Employment](#)
[Employee Use Of Technology](#)
[Employee Use Of Technology](#)
[Employee Use Of Technology](#)
[Drug And Alcohol Testing For School Bus Drivers](#)
[Drug And Alcohol Testing For School Bus Drivers](#)
[Criminal Record Check](#)
[Criminal Record Check](#)
[Personnel Files](#)
[Civil And Legal Rights](#)
[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)
[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)
[Professional Standards](#)
[Professional Standards](#)
[Dress And Grooming](#)
[Unauthorized Release Of Confidential/Privileged Information](#)
[Maintaining Appropriate Adult-Student Interactions](#)
[Political Activities Of Employees](#)
[Political Activities Of Employees](#)
[Temporary Athletic Team Coaches](#)
[Temporary Athletic Team Coaches](#)
[Nonschool Employment](#)
[Concerted Action/Work Stoppage](#)
[Concerted Action/Work Stoppage](#)
[Health And Welfare Benefits](#)

Cross References**Description**

4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4158	Employee Security
4158	Employee Security
4159	Employee Assistance Programs
4161	Leaves
4161	Leaves
4161.11	Industrial Accident/Illness Leave
4200	Classified Personnel
4200	Classified Personnel
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5-E PDF(1)	Criminal Record Check
4212.6	Personnel Files
4216	Probationary/Permanent Status
4219.1	Civil And Legal Rights
4219.12	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4219.21	Professional Standards
4219.21-E PDF(1)	Professional Standards - Code Of Ethics
4219.22	Dress And Grooming
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.24	Maintaining Appropriate Adult-Student Interactions
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4236	Nonschool Employment
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
4257	Employee Safety
4258	Employee Security
4258	Employee Security
4259	Employee Assistance Programs

Cross References

4261
4261
4261.11
4312.5
4312.5-E PDF(1)
4312.6
4319.1
4319.12

4319.12-E PDF(1)
4319.21
4319.21-E PDF(1)
4319.22
4319.23
4319.24
4319.25
4319.25
4327
4327
4336
4354
4354
4357
4357
4358
4358
4359
4361
4361
4361.11
5145.3
5145.3
5145.7
5145.7
5145.71

5145.71-E PDF(1)
5145.9
6145.2
6145.2

Description

[Leaves](#)
[Leaves](#)
[Industrial Accident/Illness Leave](#)
[Criminal Record Check](#)
[Criminal Record Check](#)
[Personnel Files](#)
[Civil And Legal Rights](#)
[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)
[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)
[Professional Standards](#)
[Professional Standards](#)
[Dress And Grooming](#)
[Unauthorized Release Of Confidential/Privileged Information](#)
[Maintaining Appropriate Adult-Student Interactions](#)
[Political Activities Of Employees](#)
[Political Activities Of Employees](#)
[Temporary Athletic Team Coaches](#)
[Temporary Athletic Team Coaches](#)
[Nonschool Employment](#)
[Health And Welfare Benefits](#)
[Health And Welfare Benefits](#)
[Employee Safety](#)
[Employee Safety](#)
[Employee Security](#)
[Employee Security](#)
[Employee Assistance Programs](#)
[Leaves](#)
[Leaves](#)
[Industrial Accident/Illness Leave](#)
[Nondiscrimination/Harassment](#)
[Nondiscrimination/Harassment](#)
[Sex Discrimination and Sex-Based Harassment](#)
[Sex Discrimination and Sex-Based Harassment](#)
[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)
[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)
[Hate-Motivated Behavior](#)
[Athletic Competition](#)
[Athletic Competition](#)

Cross References**Description**

6162.54	Test Integrity/Test Preparation
9000	Role Of The Board
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Regulation 4218: Dismissal/Suspension/Disciplinary Action

Status: DRAFT

Original Adopted Date: 10/20/2016 | **Last Revised Date:** 02/16/2023

Causes for Disciplinary Action

A permanent classified employee may be subject to suspension, demotion, involuntary reassignment, or dismissal for one or more of the following causes:

1. Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)
3. Unlawful discrimination, including harassment, against any student or other employee
4. Violation of or refusal to obey state or federal law or regulation, Board policy, or district or school procedure
5. Falsification of any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other school district records
6. Unsatisfactory performance
7. Unprofessional conduct
8. Dishonesty
9. Neglect of duty or absence without leave
10. Insubordination
11. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to affect the employee's performance
12. Destruction or misuse of district property
13. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position
14. A physical or mental condition which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law
15. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job
16. Violation of Education Code 45303 or Government Code 1028 prohibiting the advocacy or teaching of communism
17. Any other misconduct which is of such nature that it causes discredit or injury to the district or the employee's position

No disciplinary action shall be taken for any cause that arose before the employee became permanent, nor for any cause that arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district. (Education Code 45113)

Initiation and Notification of Charges

The Superintendent or designee shall provide notice to the employee of a recommendation for discipline, which includes the charges and materials upon which the recommendation is based. The notification shall identify an impartial district official ("Skelly officer") with whom the employee may meet at a specified time and place or to whom the employee may provide a written response to the recommendation of discipline. After meeting with the employee or considering any response from the employee, the Skelly officer shall recommend to the Superintendent or designee whether to proceed with the recommendation for discipline.

The Superintendent or designee shall file any final recommendation for disciplinary action in writing with the Governing Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.

The notice shall, in ordinary and concise language, inform the employee of the specific charge(s) or cause(s) for the disciplinary action, the specific acts and omissions upon which the action is based, and, if applicable, the district rule or regulation that the employee has allegedly violated. In addition, the notice shall include the employee's right to a hearing on those charges, the time within which the hearing may be requested, which shall be not less than five days after service of the notice to the employee, and a card or paper which the employee may sign and file to deny the charges and request a hearing. (Education Code 45113, 45116)

Request for Board Hearing

Within the time specified in the notice of the recommendation of disciplinary action, the employee may request a hearing on the charges by signing and filing the card or paper included with the notice. (Education Code 45113)

Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute sufficient notice of the request for a hearing. The request shall be delivered to the office of the Superintendent or designee during normal work hours of that office. If mailed to the office of the Superintendent or designee, it must be received or postmarked no later than the time limit specified by the district. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any request for a hearing on the dismissal shall also constitute a request to hear the suspension order, and the necessity of the suspension order shall be an issue in the hearing.

Employment Status Pending a Disciplinary Hearing

A classified employee against whom a recommendation for disciplinary action has been issued may remain on active duty or may be placed on paid leave pending a hearing on the charges. The employee shall not be suspended without pay, suspended or demoted with a reduction in pay, or dismissed pending the outcome of a timely requested hearing, except as specified below. (Education Code 45113)

However, the disciplinary action may be imposed prior to the decision if the Board, or an impartial third-party hearing officer provided pursuant to a collective bargaining agreement, finds by a preponderance of the evidence that at the time discipline was imposed, the employee (1) engaged in criminal misconduct, (2) engaged in misconduct that presents a risk of harm to students, staff, or property, or (3) committed habitual violations of the district's policies or regulations. Such finding(s) must be made at the conclusion of the Skelly review process. (Education Code 45113)

In such cases where the disciplinary action is imposed prior to the decision, the employee shall be given written notice of the disciplinary action and the findings made at the conclusion of the Skelly review process. Such written notice shall be served upon the employee personally.

In addition, the district may cease paying the employee if a decision has not been rendered by an impartial third-party hearing officer, pursuant to a collective bargaining agreement, or the Board within 30 days of the date the hearing was requested. (Education Code 45113)

Compulsory Leave of Absence

Upon being informed that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes: (Education Code 44940, 45304)

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187, prohibiting murder or attempted murder
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinol. (Education Code 44940, 44940.5, 45304)

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal. (Education Code 44940, 44940.5)

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
CA Constitution Article 1, Section 1	Inalienable rights
Ed. Code 35161	Board delegation of any powers or duties
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44940.5	Procedures when employees are placed on compulsory leave of absence
Ed. Code 45101	Definitions; disciplinary action and cause
Ed. Code 45109	Fixing of duties
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45116	Notice of disciplinary action
Ed. Code 45123	Employment after conviction of controlled substance offense
Ed. Code 45302	Demotion and removal from permanent classified service
Ed. Code 45303	Additional cause for suspension or dismissal of employee charged with mandatory or optional leave of absence offense
Ed. Code 45304	Compulsory leave of absence for classified persons
Gov. Code 12954	Employment discrimination; cannabis use
Veh. Code 1808.8	School bus drivers; dismissal for safety-related cause
Federal	Description
42 USC 12101-12213	Americans with Disabilities Act
U.S. Constitution, First Amendment	Free exercise, free speech, and establishment clauses

Management Resources

Court Decision
Court Decision
Court Decision
Court Decision
Court Decision
U.S. Department of Education Publication
Website
Website
Website
Website
Website
Website

Description

Visalia Unified School District v. Public Employment Relations Board (2024) 98 Cal.App.5th 844
Kennedy v. Bremerton (2022) 142 S.Ct. 2407
California School Employees v. Livingston Union School District (2007) 149 Cal. App. 4th 391
CSEA v. Foothill Community College District (1975) 52 Cal. App. 3rd 150
Skelly v. California Personnel Board (1975) 15 Cal.3d 194
[Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023](#)
[Office of the Attorney General](#)
[Office of Administrative Hearings](#)
[Department of General Services, About Teacher Dismissal Case Type](#)
[CSBA District and County Office of Education Legal Services](#)
[CSBA](#)
[U.S. Department of Education](#)

Cross References

1114
1114
1312.1
1312.1
1312.3
1312.3
1312.3-E PDF(1)
1312.3-E PDF(2)
3230
3230
3512
3512-E PDF(1)
3513.3
3513.3
3515.2
3515.2
3515.21
3515.3
3515.3
3516.2
4000
4020
4020-E PDF(1)
4030
4030

Description

[District-Sponsored Social Media](#)
[District-Sponsored Social Media](#)
[Complaints Concerning District Employees](#)
[Complaints Concerning District Employees](#)
[Uniform Complaint Procedures](#)
[Uniform Complaint Procedures](#)
[Uniform Complaint Procedures](#)
[Uniform Complaint Procedures](#)
[Federal Grant Funds](#)
[Federal Grant Funds](#)
[Equipment](#)
[Equipment](#)
[Tobacco-Free Schools](#)
[Tobacco-Free Schools](#)
[Disruptions](#)
[Disruptions](#)
[Unmanned Aircraft Systems \(Drones\)](#)
[District Police/Security Department](#)
[District Police/Security Department](#)
[Bomb Threats](#)
[Concepts And Roles](#)
[Drug And Alcohol-Free Workplace](#)
[Drug And Alcohol-Free Workplace](#)
[Nondiscrimination In Employment](#)
[Nondiscrimination In Employment](#)

Cross References

4040
4040
4040-E PDF(1)
4112.42
4112.42
4112.5
4112.5-E PDF(1)
4112.6
4119.1
4119.12
4119.12-E PDF(1)
4119.21
4119.21-E PDF(1)
4119.22
4119.23
4119.24
4119.25
4119.25
4127
4127
4136
4141.6
4141.6
4154
4154
4157
4157
4158
4158
4159
4161
4161
4161.11
4200
4200
4212
4212.42
4212.42
4212.5

Description

[Employee Use Of Technology](#)
[Employee Use Of Technology](#)
[Employee Use Of Technology](#)
[Drug And Alcohol Testing For School Bus Drivers](#)
[Drug And Alcohol Testing For School Bus Drivers](#)
[Criminal Record Check](#)
[Criminal Record Check](#)
[Personnel Files](#)
[Civil And Legal Rights](#)
[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)
[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)
[Professional Standards](#)
[Professional Standards](#)
[Dress And Grooming](#)
[Unauthorized Release Of Confidential/Privileged Information](#)
[Maintaining Appropriate Adult-Student Interactions](#)
[Political Activities Of Employees](#)
[Political Activities Of Employees](#)
[Temporary Athletic Team Coaches](#)
[Temporary Athletic Team Coaches](#)
[Nonschool Employment](#)
[Concerted Action/Work Stoppage](#)
[Concerted Action/Work Stoppage](#)
[Health And Welfare Benefits](#)
[Health And Welfare Benefits](#)
[Employee Safety](#)
[Employee Safety](#)
[Employee Security](#)
[Employee Security](#)
[Employee Assistance Programs](#)
[Leaves](#)
[Leaves](#)
[Industrial Accident/Illness Leave](#)
[Classified Personnel](#)
[Classified Personnel](#)
[Appointment And Conditions Of Employment](#)
[Drug And Alcohol Testing For School Bus Drivers](#)
[Drug And Alcohol Testing For School Bus Drivers](#)
[Criminal Record Check](#)

Cross References

4212.5-E PDF(1)
4212.6
4216
4219.1
4219.12
4219.21
4219.21-E PDF(1)
4219.22
4219.23
4219.24
4219.25
4219.25
4227
4227
4236
4241.6
4241.6
4254
4254
4257
4257
4258
4258
4259
4261
4261
4261.11
4312.5
4312.5-E PDF(1)
4312.6
4319.1
4319.12
4319.12-E PDF(1)
4319.21
4319.21-E PDF(1)
4319.22
4319.23
4319.24

Description

[Criminal Record Check](#)
[Personnel Files](#)
[Probationary/Permanent Status](#)
[Civil And Legal Rights](#)
[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)
[Professional Standards](#)
[Professional Standards - Code Of Ethics](#)
[Dress And Grooming](#)
[Unauthorized Release Of Confidential/Privileged Information](#)
[Maintaining Appropriate Adult-Student Interactions](#)
[Political Activities Of Employees](#)
[Political Activities Of Employees](#)
[Temporary Athletic Team Coaches](#)
[Temporary Athletic Team Coaches](#)
[Nonschool Employment](#)
[Concerted Action/Work Stoppage](#)
[Concerted Action/Work Stoppage](#)
[Health And Welfare Benefits](#)
[Health And Welfare Benefits](#)
[Employee Safety](#)
[Employee Safety](#)
[Employee Security](#)
[Employee Security](#)
[Employee Assistance Programs](#)
[Leaves](#)
[Leaves](#)
[Industrial Accident/Illness Leave](#)
[Criminal Record Check](#)
[Criminal Record Check](#)
[Personnel Files](#)
[Civil And Legal Rights](#)
[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)
[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)
[Professional Standards](#)
[Professional Standards](#)
[Dress And Grooming](#)
[Unauthorized Release Of Confidential/Privileged Information](#)
[Maintaining Appropriate Adult-Student Interactions](#)

Cross References

4319.25

4319.25

4327

4327

4336

4354

4354

4357

4357

4358

4358

4359

4361

4361

4361.11

5145.3

5145.3

5145.7

5145.7

5145.71

5145.71-E PDF(1)

5145.9

6145.2

6145.2

6162.54

9000

9321

9321-E(1)

9321-E(2)

Description[Political Activities Of Employees](#)[Political Activities Of Employees](#)[Temporary Athletic Team Coaches](#)[Temporary Athletic Team Coaches](#)[Nonschool Employment](#)[Health And Welfare Benefits](#)[Health And Welfare Benefits](#)[Employee Safety](#)[Employee Safety](#)[Employee Security](#)[Employee Security](#)[Employee Assistance Programs](#)[Leaves](#)[Leaves](#)[Industrial Accident/Illness Leave](#)[Nondiscrimination/Harassment](#)[Nondiscrimination/Harassment](#)[Sex Discrimination and Sex-Based Harassment](#)[Sex Discrimination and Sex-Based Harassment](#)[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)[Hate-Motivated Behavior](#)[Athletic Competition](#)[Athletic Competition](#)[Test Integrity/Test Preparation](#)[Role Of The Board](#)[Closed Session](#)[Closed Session](#)[Closed Session](#)

Regulation 4219.11: Sex Discrimination and Sex-Based Harassment

Status: DRAFT

Original Adopted Date: 05/17/2018 | **Last Revised Date:** 02/18/2021

Harmony Union School District

Administrative Regulation 4219.12: Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

Status: PENDING

Original Adopted Date: | **Last Revised Date:** | **Last Reviewed Date:**

The district does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX of the Education Amendments of 1972 ("Title IX") and its regulations, including in employment.

The grievance procedures described in this regulation have been adopted by the district to provide for the prompt and equitable resolution of allegations that a district employee, while participating in or attempting to participate in a district education program or activity, was subjected to discrimination on the basis of sex, including but not limited to, sex-based harassment, retaliation, or other conduct prohibited by Title IX.

This regulation only applies to alleged incidents that occurred on or after August 1, 2024. For alleged incidents of sex discrimination or sexual harassment that occurred prior to August 1, 2024, the procedures that applied at the time of the alleged incident should be used.

This regulation applies to any district education program or activity, including but not limited to, events occurring on school property, during any school-related or school-sponsored activity, on school-sponsored transportation, and/or where the district has disciplinary authority.

Allegations that a district student was subjected to conduct prohibited by Title IX shall be addressed using the grievance procedures in Administrative Regulation ("AR") 5145.71.

Definitions

Complaint means an oral or written request to the district that objectively can be understood as a request for the district to investigate and make a determination about alleged discrimination under Title IX or its regulations. (34 CFR 106.02)

Complainant means: (1) a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations; or (2) a person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations and who was participating or attempting to participate in the district's education program or activity at the time of the alleged sex discrimination. (34 CFR 106.02)

Party means a complainant or respondent. (34 CFR 106.02)

Peer retaliation means retaliation by a student against another student. (34 CFR 106.02)

Pregnancy or related conditions means: (1) pregnancy, childbirth, termination of pregnancy, or lactation; (2) medical conditions related to pregnancy, childbirth, termination of pregnancy, or lactation; or (3) recovery from pregnancy, childbirth, termination of pregnancy, lactation, or related medical conditions. (34 CFR 106.02)

Respondent means a person who is alleged to have violated the district's prohibition on sex discrimination. (34 CFR 106.02)

Retaliation means intimidation, threats, coercion, or discrimination against any person by the district, a student, or an employee or other person authorized by the district to provide aid, benefit, or service under the district's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this part, including in an informal resolution process, in grievance procedures, and in any other actions taken by the district under 34 CFR 106.44 (f)(1). This provision does not limit the district's ability to require an employee to participate as a witness in, or otherwise assist with, a Title IX investigation or proceeding. (34 CFR 106.02)

Sex discrimination includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. Sex-based harassment is a form of sex discrimination. (34 CFR 106.02, 106.10)

Sex-based harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity, that is (34 CFR 106.02):

1. *Quid pro quo harassment*. An employee, agent, or other person authorized by the district to provide an aid, benefit, or service under the district's education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct;
2. *Hostile environment harassment*. Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the district's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
 - i. The degree to which the conduct affected the complainant's ability to access the district's education program or activity;
 - ii. The type, frequency, and duration of the conduct;
 - iii. The parties' ages, roles within the district's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
 - iv. The location of the conduct and the context in which the conduct occurred; and
 - v. Other sex-based harassment in the district's education program or activity; or
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 34 CFR 106.2.

Supportive measures means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a Complainant or Respondent, not for punitive or disciplinary reasons, and without fee or charge to the Complainant or Respondent to (34 CFR 106.02):

1. Restore or preserve that party's access to the district's education program or activity, including measures that are designed to protect the safety of the parties or the district's educational environment; or
2. Provide support during the district's grievance procedures or during an informal resolution process.

General Title IX Requirements

When implementing the district's Title IX grievance procedures, the Title IX Coordinator shall ensure compliance with the following requirements (34 CFR 106.45, 106.44):

1. That Complainants and Respondents are treated equitably.
2. That the Title IX Coordinator, investigator, decisionmaker, appeal decisionmaker, and any facilitator of an informal resolution process do not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. Such persons shall also receive training in accordance with 34 CFR 106.8. A decisionmaker may be the same person as the Title IX Coordinator or investigator.
3. That the Respondent is presumed not responsible for the alleged sex discrimination until a determination is made at the conclusion of these grievance procedures.
4. That discipline is not imposed on a Respondent for sex discrimination prohibited by Title IX or its regulations unless there is a determination at the conclusion of these grievance procedures that the Respondent engaged in prohibited sex discrimination.
5. That reasonable steps are taken to protect the privacy of the parties and witnesses during the grievance procedures. These steps shall not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses (subject to the district's prohibition on peer retaliation); consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures.
6. That all relevant and permissible evidence – including both inculpatory and exculpatory evidence – is objectively evaluated and that credibility determinations are not based on a person's status as a Complainant, Respondent, or witness.
7. That all evidence considered impermissible or privileged under 34 CFR 106.45(b) is excluded.

The district prohibits retaliation against an individual for reporting suspected sex discrimination, making a Complaint, being a witness, or otherwise participating in a Title IX investigation or proceeding. Retaliation is illegal under federal and state nondiscrimination laws, prohibited by Board policy, and will result in disciplinary action.

The district shall not disclose personally identifiable information obtained in the course of complying with Title IX regulations, except: (1) when the district has obtained prior written consent from a person with the legal right to consent to the disclosure; (2) when the information is disclosed to a parent, guardian, or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue; (3) to carry out the purposes of the Title IX regulations, including action taken to address conduct that reasonably may constitute sex discrimination under Title IX in the district's education program or activity; (4) as required by federal law, federal regulations, or the terms and conditions of a federal award, including a grant award or other funding agreement; or (5) to the extent such disclosures are not otherwise in conflict with Title IX or its regulations, when required by state or local law or when permitted under FERPA, 20 U.S.C. 1232g, or its implementing regulations, 34 CFR part 99. (34 CFR 106.44(j))

If the Respondent is a student with a disability, the Title IX Coordinator or designee shall consult with one or more members, as appropriate, of the student's individualized education program (IEP) or 504 team, to determine how to comply with the requirements of the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973.

Title IX Coordinator

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX. The Title IX Coordinator(s) may be contacted at:

Matthew Morgan, Superintendent-Principal
1935 Bohemian Highway
Occidental, CA 94565
Phone (707) 874-1205
mmorgan@harmonyusd.org

Duty to Report Prohibited Conduct

An employee shall notify the Title IX Coordinator within one (1) workday when the employee has information about conduct that reasonably may constitute sex discrimination, including but not limited to sex-based harassment, under Title IX or its regulations. (34 CFR 106.44(c))

The Title IX Coordinator shall monitor the district's education programs and activities for barriers to reporting information about conduct that reasonably may constitute sex discrimination under Title IX or its regulations and take steps reasonably calculated to address such barriers. (34 CFR 106.44(b))

When notified of conduct that reasonably may constitute sex discrimination under Title IX and its regulations, including but not limited to sex-based harassment, the Title IX coordinator shall (34 CFR 106.44(f)):

1. Contact the Complainant and/or the individual who reported the conduct to provide information regarding the district's grievance procedures and any informal resolution process, if available and appropriate; offer supportive measures as appropriate; and determine how they wish to proceed; and
2. If a Complaint is made, notify the Respondent of the grievance procedures and any informal resolution process, if available and appropriate, and coordinate supportive measures, as appropriate, for the Respondent.

Complaints

The following people have a right to make a Complaint of sex discrimination, including a Complaint of sex-based harassment, requesting that the district investigate and make a determination about alleged discrimination under Title IX (34 CFR 106.45(a), 106.02):

1. A Complainant;
2. An authorized legal representative with the legal right to act on behalf of a Complainant; or
3. The district's Title IX Coordinator or designee.

With respect to complaints of sex discrimination other than sex-based harassment, in addition to the people listed above, the following persons have a right to make a Complaint (34 CFR 106.45(a)):

1. Any student or employee; or
2. Any person other than a student or employee who was participating or attempting to participate in a district

education program or activity at the time of the alleged sex discrimination.

In the absence of a Complaint or the withdrawal of any or all of the allegations in a Complaint, and in the absence or termination of an informal resolution process, the Title IX Coordinator, when notified of conduct that reasonably may constitute sex discrimination, shall determine whether to initiate a Complaint of sex discrimination. To make this fact-specific determination, the Title IX Coordinator must consider, at a minimum, the following factors (34 CFR 106.44(f)):

1. The Complainant's request not to proceed with initiation of a Complaint;
2. The Complainant's reasonable safety concerns regarding initiation of a Complaint;
3. The risk that additional acts of sex discrimination would occur if a Complaint is not initiated;
4. The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a Respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;
5. The age and relationship of the parties, including whether the Respondent is an employee of the district;
6. The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;
7. The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and
8. Whether the district could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

If, after considering these and other relevant factors, the Title IX Coordinator determines that the conduct as alleged presents an imminent and serious threat to the health or safety of the Complainant or other person, or that the conduct as alleged prevents the district from ensuring equal access on the basis of sex to its education program or activity, the Title IX Coordinator may initiate a Complaint. (34 CFR 106.44(f))

If the Title IX Coordinator initiates a Complaint, the Title IX Coordinator shall notify the Complainant of the Complaint prior to doing so, as well as provide other notices as required by the Title IX regulations at specific points in the grievance procedures, and appropriately address reasonable concerns about the Complainant's safety or the safety of others, including by providing supportive measures. (34 CFR 106.44(f))

Regardless of whether a Complaint is initiated, the Title IX Coordinator shall take other appropriate prompt and effective steps, in addition to steps necessary to effectuate the remedies provided to an individual Complainant, if any, to ensure that sex discrimination does not continue or recur within the district's education program or activity. (34 CFR 106.44(f))

Complaints of sex discrimination may be consolidated when they arise out of the same facts or circumstances, including Complaints against more than one Respondent, Complaints by more than one Complainant, or Complaints by one party against another party. (34 CFR 106.45(e))

Initial Evaluation

Upon receipt of a Complaint, the Title IX Coordinator or designee shall conduct a prompt initial evaluation to determine whether to dismiss or investigate a complaint, within the timeline specified in the section below titled "Timelines for Grievance Procedures."

The Title IX Coordinator or designee may dismiss a Complaint of sex discrimination if (34 CFR 106.45(d)):

1. The district is unable to identify the Respondent after taking reasonable steps to do so;
2. The Respondent is not participating in a district education program or activity and is not employed by the district;
3. The Complainant voluntarily withdraws any or all of the allegations in the Complaint, the Title IX Coordinator declines to initiate a complaint, and the Title IX Coordinator determines that, without the Complainant's withdrawn allegations, the conduct that remains alleged in the Complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
4. The Title IX Coordinator or designee determines the conduct alleged in the Complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the Complaint, the Title IX Coordinator or designee shall make reasonable efforts to clarify the allegations with the Complainant.

Upon dismissal, the Title IX Coordinator or designee shall promptly notify the Complainant of the basis for the dismissal. If the dismissal occurs after the Respondent has been notified of the allegations, then the Title IX Coordinator or designee shall also notify the Respondent of the dismissal and the basis for the dismissal promptly following notification to the Complainant, or simultaneously if notification is in writing. (34 CFR 106.45(d))

The Title IX Coordinator or designee shall notify the Complainant that a dismissal may be appealed and shall provide the Complainant with an opportunity to appeal the dismissal of a Complaint. If the dismissal occurs after the Respondent has been notified of the allegations, then the Title IX Coordinator or designee shall also notify the Respondent that the dismissal may be appealed. Dismissals may be appealed on the following bases (34 CFR 106.45(d)):

1. Procedural irregularity that would change the outcome;
2. New evidence that would change the outcome and that was not reasonably available when the dismissal was made; and
3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that would change the outcome.

If the dismissal is appealed, the Title IX Coordinator or designee shall (34 CFR 106.45(d)):

1. Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the Respondent;
2. Implement appeal procedures equally for the parties;
3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the Complaint;

4. Ensure that the decisionmaker for the appeal has been trained consistent with 34 CFR 106.8;
5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and
6. Notify the parties of the result of the appeal and the rationale for the result.

When a Complaint is dismissed, the Title IX Coordinator or designee shall, at a minimum, undertake the following: (1) offer supportive measures to the Complainant as appropriate; (2) if the Respondent has been notified of the allegations, offer supportive measures to the Respondent as appropriate; and (3) take other prompt and effective steps, as appropriate, to ensure that sex discrimination does not continue or recur within a district education program or activity. (34 CFR 106.45(d))

If a Complaint is dismissed, or in the absence of a Complaint, the conduct may still be addressed pursuant to other board policies or district regulations where applicable, including but not limited to AR 4030.

If after an initial evaluation the Complaint is *not* dismissed, the Title IX Coordinator shall either initiate the district's grievance procedures or, if available and appropriate and requested by all the parties, an informal resolution process as specified in the section below titled "Informal Resolution Process." (34 CFR 106.44(f))

Notice of Allegations

Upon initiation of the district's Title IX grievance procedures, the Title IX Coordinator or designee shall notify the known parties in writing of the following (34 CFR 106.45(c)):

1. The district's Title IX grievance procedures and any informal resolution process;
2. Sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination, and the date(s) and location(s) of the alleged incident(s);
3. A statement that retaliation is prohibited; and
4. A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence. If a description of the evidence is provided, the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party.

If, in the course of an investigation, the Title IX Coordinator or designee decides to investigate additional allegations of sex discrimination by the Respondent toward the Complainant that are not included in the notice provided or that are included in a Complaint that is consolidated, the Title IX Coordinator or designee shall notify the known parties of the additional allegations. (34 CFR 106.45(c))

Investigation Procedures

The Title IX Coordinator or designee shall designate an investigator and a decisionmaker to determine whether sex discrimination occurred. The investigator may be the same person as the decisionmaker. Neither the investigator nor the decisionmaker may have a conflict of interest or bias and both shall have received training in accordance with 34 CFR 106.8.

The designated investigator shall conduct an investigation that is adequate, reliable, and impartial by (34 CFR 106.45(b), (f)):

1. Ensuring that the burden is on the district's investigator – not on the parties – to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred.
2. Ensuring that the parties have an equal opportunity to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible.
3. Reviewing all evidence gathered through the investigation and determining what evidence is relevant and what evidence is impermissible regardless of relevance.
4. Excluding the following types of evidence as impermissible, including questions seeking such evidence:
 - a. Evidence that is protected under a privilege recognized by Federal or State law unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
 - b. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the district obtains that party's or witness's voluntary, written consent for use in its grievance procedures; and
 - c. Evidence that relates to the Complainant's sexual interests or prior sexual conduct, unless evidence about the Complainant's prior sexual conduct is offered to prove that someone other than the Respondent committed the alleged conduct or is evidence about specific incidents of the Complainant's prior sexual conduct with the Respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the Complainant and Respondent does not by itself demonstrate or imply the Complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.
5. Providing each party with an equal opportunity to access the evidence that is relevant to the allegations of sex discrimination and not otherwise impermissible, by:
 - a. Providing an equal opportunity to access such evidence, or an accurate description of this evidence.

If the parties are provided with a description of the evidence, the designated investigator shall, upon the request of any party, provide the parties with an equal opportunity to access the relevant and not otherwise impermissible evidence.

- b. Providing a reasonable opportunity to respond to the evidence or the accurate description of the evidence for a period of five (5) calendar days, unless such review period is voluntarily waived by both parties.
- c. Taking reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. Disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex

discrimination are authorized.

Employees are required to participate as a witness in, or otherwise assist with, an investigation under this regulation.

The investigator shall complete the investigation within the timeline specified in the section below titled “Timelines for Grievance Procedures.”

At the completion of the investigation, the investigator shall provide to the parties an evidence review period as specified in the section below titled “Timelines for Grievance Procedures.”

Written Decision

At the completion of the investigation, if the designated investigator is not the decisionmaker, the investigator shall provide all of the relevant and not otherwise impermissible evidence obtained in the investigation to the decisionmaker.

If credibility is both in dispute and relevant to evaluating one or more allegations of sex discrimination, the district must ensure that the decisionmaker is able to question parties and witnesses to adequately assess credibility. Credibility determinations shall not be based on a person’s status as a Complainant, Respondent, or witness. (34 CFR 106.45(b), (g))

The decisionmaker shall apply the preponderance of the evidence standard to make a determination as to whether sex discrimination occurred. If the decisionmaker is not persuaded under the preponderance of the evidence standard that sex discrimination occurred, the decisionmaker must not determine that sex discrimination occurred. (34 CFR 106.45(b), 106.45(h))

The district shall notify the parties in writing of the determination whether sex discrimination occurred under Title IX including the rationale for such determination, and the procedures and permissible bases for the Complainant and Respondent to appeal. (34 CFR 106.45(h))

The written decision shall be issued to the parties within the timeline specified in the section below titled “Timelines for Grievance Procedures.”

Appeals

Either party may appeal the determination of a Complaint on one of the following bases:

1. Procedural irregularity that would change the outcome;
2. New evidence that would change the outcome and that was not reasonably available when the determination or dismissal was made; or
3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

An appeal must be made in writing to the Title IX Coordinator within five (5) days of the issuance of the written determination and must state the basis for the appeal.

Upon receipt of an appeal, the Title IX Coordinator shall promptly notify the other party of the appeal, and that other party shall have five (5) calendar days to respond to the request for an appeal.

The Superintendent or designee shall designate an appeal decisionmaker to hear the appeal. The appeal decisionmaker shall not have a conflict of interest or bias and shall not have been previously involved in the grievance procedures, including any informal resolution process, for the Complaint.

An appeal decision shall be issued in writing to both parties within the timeline specified in the section below titled "Timelines for Grievance Procedures."

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

In addition to filing a sex discrimination or sex-based harassment complaint with the district through the grievance procedures in this regulation, a person may file a complaint with either the California Civil Rights Department (CRD) or the Equal Employment Opportunity Commission (EEOC) as described in AR 4030.

Timelines for Grievance Procedures

The district's Title IX grievance procedures shall be completed within the following timelines, unless extended as specified below, or as otherwise permitted by law:

1. The Title IX Coordinator shall make an initial evaluation to determine whether to dismiss or investigate a Complaint within seven (7) calendar days of receipt of a Complaint;
2. The investigation shall be completed within sixty (60) calendar days from receipt of the Complaint;
3. If the district offers an informal resolution process as provided under this regulation, and the parties voluntarily engage in such a process, the timelines otherwise provided in this regulation shall exclude the time spent in the informal resolution process;
4. At the completion of the investigation, the parties shall be provided with the evidence or an accurate description of the evidence, and a reasonable opportunity to respond to the evidence or the accurate description of the evidence, for a period of five (5) calendar days, unless such review period is voluntarily waived by both parties;
5. A written decision shall be sent to the parties within ten (10) calendar days of the completion of the evidence review period;
6. Any requests for an appeal shall be made within five (5) calendar days of the date the written decision is sent to the parties;
7. Any response from a party to the request for an appeal shall be submitted within five (5) calendar days after receiving notice of the appeal;
8. An appeal decision shall be issued within fifteen (15) calendar days of receipt of the request for an appeal.

Any timelines specified in this regulation may be subject to reasonable extensions on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. (34 CFR 106.45(b))

Supportive Measures

When notified of conduct that reasonably may constitute sex discrimination under Title IX, the Title IX Coordinator or designee shall offer and coordinate supportive measures as appropriate for the Complainant and/or Respondent

to restore or preserve that person's access to district education programs or activities or provide support during the district's Title IX grievance procedures or during an informal resolution process. Supportive measures may include: counseling; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in work, regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment. (34 CFR 106.44(g))

If the Respondent is a student with a disability, the Title IX Coordinator or designee shall consult with one or more members, as appropriate, of the student's Individualized Education Program (IEP) team or 504 team, if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44(g))

Supportive measures must not unreasonably burden either party and must be designed to protect the safety of the parties or the district's educational environment, or to provide support during the district's grievance procedures or during any informal resolution process. A district must not impose such measures for punitive or disciplinary reasons. (34 CFR 106.44(g))

A Complainant or Respondent shall be provided with a timely opportunity to seek, from an appropriate and impartial employee, modification or reversal of the decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee must be someone other than the employee who made the challenged decision and must have authority to modify or reverse the decision, if the impartial employee determines that the decision to provide, deny, modify, or terminate the supportive measure was inconsistent with the definition of supportive measures in 34 CFR 106.2. A Complainant or Respondent shall also be provided with the opportunity to seek additional modification or termination of a supportive measure applicable to them if circumstances change materially. (34 CFR 106.44(g))

Upon the conclusion of the grievance procedures or any informal resolution process, the district may continue with the supportive measures, or modify or terminate such measures, as appropriate. (34 CFR 106.44(g))

Information about any supportive measures shall not be disclosed to persons other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless necessary to provide the supportive measure or restore or preserve a party's access to the education program or activity, or when an exception in 34 CFR 106.44 applies. (34 CFR 106.44(g))

Emergency Removal from School

Discipline shall not be imposed on a Respondent for sex discrimination prohibited by Title IX or its regulations unless there is a determination at the conclusion of these grievance procedures that the Respondent engaged in prohibited sex discrimination. However, the district may remove a student Respondent from the district's education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of a Complainant or any students, employees, or other persons arising from the allegations of sex discrimination justifies removal, and provides the Respondent with notice and an opportunity to challenge the decision immediately following the removal. A student with a disability may only be removed from school on an emergency basis in accordance with the IDEA and/or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44(h))

If a district employee is the Respondent, the employee may be placed on administrative leave during the pendency of the grievance process where permitted by law and any applicable collective bargaining agreement.

Informal Resolution

At any time prior to determining whether sex discrimination occurred under these procedures, the district may offer an informal resolution process to the parties if appropriate. However, the district shall not offer an informal resolution process for allegations that an employee engaged in sex-based harassment of a student. (34 CFR 106.44(k))

The district has discretion to determine whether it is appropriate to offer an informal resolution process to the parties when it receives information about conduct that reasonably may constitute sex discrimination or when a Complaint of sex discrimination is made, and may decline to offer informal resolution despite one or more of the parties' wishes. Circumstances when the district may decline to allow informal resolution include but are not limited to when the district determines the alleged conduct would present a future risk of harm to others. (34 CFR 106.44(k))

The district shall not require or pressure the parties to participate in an informal resolution process. The district shall obtain the parties' voluntary consent to the informal resolution process and shall not require waiver of the right to an investigation and determination of a Complaint as a condition of enrollment or continuing enrollment, or employment or continuing employment, or exercise of any other right. (34 CFR 106.44(k))

The facilitator for the informal resolution process shall not be the same person as the investigator or the decisionmaker in the district's grievance procedures. Any person designated by the district to facilitate an informal resolution process shall not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. Any person facilitating informal resolution shall receive training under 34 CFR 106.8. (34 CFR 106.44(k))

Before initiation of an informal resolution process, the district must provide to the parties notice that explains (34 CFR 106.44(k)):

1. The allegations;
2. The requirements of the informal resolution process;
3. That, prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and to initiate or resume the district's grievance procedures;
4. That the parties' agreement to a resolution at the conclusion of the informal resolution process would preclude the parties from initiating or resuming grievance procedures arising from the same allegations;
5. The potential terms that may be requested or offered in an informal resolution agreement (including notice that an informal resolution agreement is binding only on the parties), which could include but are not limited to:
 - a. Restrictions on contact; and
 - b. Restrictions on the Respondent's participation in one or more of the district's programs or activities or attendance at specific events, including restrictions the district could have imposed as remedies or disciplinary sanctions had the district determined at the conclusion of the district's grievance procedures that sex discrimination occurred.
6. What information the district shall maintain and whether and how the district could disclose such information for use in grievance procedures, if grievance procedures are initiated or resumed.

Any informal resolution agreement reached under this process shall not prevent or restrict the disclosure of factual information. (Civ. Proc. Code 1001)

If the district provides the parties with an informal resolution process, the Title IX Coordinator must, to the extent necessary, take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the district's education program or activity. (34 CFR 106.44(k))

Remedies

If there is a determination that sex discrimination occurred, the Title IX Coordinator shall, as appropriate, coordinate

the provision and implementation of remedies to a Complainant and other persons the district identifies as having had equal access to the district's education program or activity limited or denied by sex discrimination; coordinate the imposition of any disciplinary sanctions on a Respondent, including notification to the Complainant of any such disciplinary sanctions; and take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the district's education program or activity. (34 CFR 106.45(h))

If there is a determination that sex-based harassment occurred, the district may provide remedies to the Complainant that include but are not limited to referral to counseling services, referral to an Employee Assistance Program, contact limitations between the parties, or adjustments to assignments and/or schedules.

Corrective/Disciplinary Actions

The district may not impose discipline on a Respondent for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the district's grievance procedures that the Respondent engaged in prohibited sex discrimination. (34 CFR 106.45(h))

When an employee is found to have committed prohibited sex discrimination or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal.

The district shall not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the district's determination of whether sex discrimination, including sex-based harassment, occurred. (34 CFR 106.45)

Recordkeeping

The Superintendent or designee shall maintain the following for at least a period of seven years (34 CFR 106.8):

1. For each Complaint of sex discrimination, records documenting the informal resolution process (if any) or the grievance procedures and the resulting outcome;
2. For each notification the Title IX Coordinator receives of information about conduct that reasonably may constitute sex discrimination under Title IX or its regulations, records documenting the actions the district took to meet its obligations under 34 CFR 106.44, including supportive measures offered and implemented; and
3. All materials used to provide training under 34 CFR 106.8. The district shall make these training materials available upon request for inspection by members of the public.

For complaints containing allegations of childhood sexual assault within the meaning of Code of Civil Procedure 340.1, the Superintendent or designee shall also indefinitely maintain the following:

1. A record of the allegation(s);
2. A record of the investigation procedures followed;
3. A record of the written determination;
4. A record of the corrective action implemented, if any;
5. A record of any appeals and the outcome of the same; and

6. All training materials addressing the prohibition and investigation of childhood sexual assault.

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
2 CCR 11006-11086	Discrimination in employment
2 CCR 11009	Employment discrimination
2 CCR 11021	Discrimination in employment - retaliation
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
5 CCR 201	Admission to high school
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 200-270	Prohibition of discrimination
Ed. Code 220.1	Prohibition of retaliation related to educational equity
Ed. Code 220.3	Prohibition of disclosure of information related to student's sexual orientation, gender identity, or gender expression
Ed. Code 220.5	Prohibition of policies requiring disclosure of information related to student's sexual orientation, gender identity, or gender expression
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 12950	Sexual harassment
Gov. Code 12950.1	Sexual harassment training
Lab. Code 1101	Political activities of employees
Lab. Code 1102.1	Discrimination: sexual orientation
Lab. Code 1197.5	Wages, hours, and working conditions
Lab. Code 1197.5	Wages, hours and working conditions
Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
29 CFR 1636	Implementation of the Pregnant Workers Fairness Act
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
42 USC 2000gg-2000gg-6	Pregnant Workers Fairness Act
Management Resources	Description
Court Decision	Burlington Industries v. Ellreth (1998) 118 S.Ct. 2257
Court Decision	Department of Health Services v. Superior Court of California (2003) 31 Cal.4th 1026
Court Decision	Faragher v. City of Boca Raton (1998) 118 S.Ct. 2275
Court Decision	Gebser v. Lago Vista Independent School District (1998) 118 S.Ct. 1989
Court Decision	Meritor Savings Bank, FSB v. Vinson et al. (1986) 447 U.S. 57

Management Resources

Court Decision

Federal Register

U.S. Equal Employment Opportunity Com.
Publication

Website

Website

Website

Website

Website

Description

Oncale v. Sundowner Offshore Serv. Inc. (1998) 118 S.Ct. 998

[Nondiscrimination on the Basis of Sex in Education Programs or Activities
Receiving Federal Financial Assistance, April 29, 2024, Vol. 89, No. 83,
pages 33474-33896](#)

Promising Practices for Preventing Harassment, November 2017

[CSBA District and County Office of Education Legal Services](#)

[California Department of Education](#)

[California Civil Rights Department](#)

[U.S. Department of Education, Office for Civil Rights](#)

[Equal Employment Opportunity Commission](#)

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0410

0450

0450

1312.3

1312.3

1312.3-E PDF(1)

1312.3-E PDF(2)

1313

3530

3530

3600

4030

4030

4033

4040

4040

4040-E PDF(1)

4112.9

4112.9-E PDF(1)

4112.9-E PDF(2)

4112.9-E PDF(3)

4112.9-E(1)

4112.9-E(2)

4117.7

4118

4118

4119.12

Description

[Nondiscrimination In District Programs And Activities](#)

[Comprehensive Safety Plan](#)

[Comprehensive Safety Plan](#)

[Uniform Complaint Procedures](#)

[Uniform Complaint Procedures](#)

[Uniform Complaint Procedures](#)

[Uniform Complaint Procedures](#)

[Civility](#)

[Risk Management/Insurance](#)

[Risk Management/Insurance](#)

[Consultants](#)

[Nondiscrimination In Employment](#)

[Nondiscrimination In Employment](#)

[Lactation Accommodation](#)

[Employee Use Of Technology](#)

[Employee Use Of Technology](#)

[Employee Use Of Technology](#)

[Employee Notifications](#)

[Employee Notifications](#)

[Employee Notifications](#)

[Employee Notifications](#)

[Employee Notifications](#)

[Employee Notifications](#)

[Employment Status Reports](#)

[Dismissal/Suspension/Disciplinary Action](#)

[Dismissal/Suspension/Disciplinary Action](#)

[Title IX Sex Discrimination and Sex-Based Harassment Complaint
Procedures](#)

Cross References

4119.12-E PDF(1)
4119.21
4119.21-E PDF(1)
4119.22
4131
4144
4144
4212.9
4212.9-E PDF(1)
4212.9-E PDF(2)
4212.9-E PDF(3)
4212.9-E(1)
4218.1
4218.1
4219.12
4219.21
4219.21-E PDF(1)
4219.22
4231
4244
4244
4300
4300
4312.9
4312.9-E PDF(1)
4312.9-E PDF(2)
4312.9-E PDF(3)
4312.9-E(1)
4317.7
4319.12
4319.12-E PDF(1)
4319.21
4319.21-E PDF(1)
4319.22
4344
4344
5145.3
5145.3

Description

[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)
[Professional Standards](#)
[Professional Standards](#)
[Dress And Grooming](#)
[Staff Development](#)
[Complaints](#)
[Complaints](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Dismissal/Suspension/Disciplinary Action \(Merit System\)](#)
[Dismissal/Suspension/Disciplinary Action \(Merit System\)](#)
[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)
[Professional Standards](#)
[Professional Standards - Code Of Ethics](#)
[Dress And Grooming](#)
[Staff Development](#)
[Complaints](#)
[Complaints](#)
[Administrative And Supervisory Personnel](#)
[Administrative And Supervisory Personnel](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employment Status Reports](#)
[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)
[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)
[Professional Standards](#)
[Professional Standards](#)
[Dress And Grooming](#)
[Complaints](#)
[Complaints](#)
[Nondiscrimination/Harassment](#)
[Nondiscrimination/Harassment](#)

Cross References**Description**

5145.7

[Sex Discrimination and Sex-Based Harassment](#)

5145.7

[Sex Discrimination and Sex-Based Harassment](#)

5145.71

[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)

5145.71-E PDF(1)

[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)

5146

[Married/Pregnant/Parenting Students](#)

Policy 4240: Bargaining Units

Status: DRAFT

Original Adopted Date: 10/18/2018 | **Last Revised Date:** 12/13/2023

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative for the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with the exclusive representative and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons, insignia, or other pictorial or written messages that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of certificated or classified supervisory employees may only be recognized if the bargaining unit includes all certificated or classified supervisory employees, respectively, and is not represented by the same employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, employees who serve in a management, senior management, or confidential position may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. However, an employee organization representing management, senior management, or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Education Code 45100.5, Government Code 3543.4)

Management employee means an employee in a position having significant responsibilities for formulating district policies or administering district programs. (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

District Communications to Employees

The Superintendent or designee may communicate with district employees regarding their rights to join and/or support or to refrain from joining or supporting an officially recognized employee organization. Such communications shall be factual and accurate and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

The district may disseminate written documents, recorded messages, or other mass communications to actual or perspective employees represented by an exclusive representative concerning their rights to join and/or support, or refrain from joining and/or supporting, an employee organization only after the Superintendent or designee meets and confers with the exclusive representative concerning the content of the mass communication. If the district and exclusive representative do not come to agreement on the content of the mass communication and the district still chooses to disseminate it, the Superintendent or designee shall request that the exclusive representative provide a communication of reasonable length to the district that shall be disseminated to the employees at the same time as the district's own mass communication. (Government Code 3556)

Access to New Employee Orientations

The district shall permit each exclusive representative access to new employee orientation or onboarding process where newly hired employees represented by the exclusive representative are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide the exclusive representative at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided where there is an urgent need critical to the district's operations that was not reasonably foreseeable. (Government Code 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, the structure, time, and manner of access to the new employee orientation shall be subject to compulsory interest arbitration. The district and the exclusive representative may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The arbitrator's decision shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, unless the district and the exclusive representative have agreed otherwise, when the district has not conducted an in-person orientation within 30 days of hiring a new employee, the Superintendent or designee shall permit the exclusive representative to schedule an in-person meeting during employment hours at the new employee's worksite, during which the new employee shall have the opportunity to attend and shall be relieved of other duties for the purpose of attending the meeting. The district shall provide appropriate space at the worksite within seven calendar days of receiving a request from the exclusive representative. (Government Code 3556, 3557)

During this meeting, the exclusive representative shall be permitted to communicate directly with the new employees for up to 30 minutes of paid time. (Government Code 3556)

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), of all employees represented by the exclusive representative on file with the district. An employee's personal email address shall only be disclosed if it used by the employee to conduct district business.

Such information shall be provided within 30 days of hire or by the first pay period of the month following hire for all

new employees represented by the exclusive representative, unless the exclusive representative has agreed to a different interval for the provision of the information. Additionally, the Superintendent or designee shall provide the exclusive representative with the same information for all employees represented by the exclusive representative every 120 days, unless more frequent disclosure is required by agreement with the exclusive representative. (Government Code 3558, 7928.300)

However, the Superintendent or designee shall not disclose: (Government Code 3558, 6205-6210, 6215-6216, 7928.300)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions
2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6205-6210 and 6215-16
3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to the district to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, home telephone number, and personal cell phone number from any mailing list maintained by the district unless the list is only used by the district to contact the employee.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

The Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

Communications with Employees by Employee Organizations

Subject to reasonable regulation by the district, employee organizations shall have access, at reasonable times, to the work areas of employees represented by the employee organization and to district facilities for the purpose of meeting with employees represented by the employee organization. Access may be limited in instances where it would be disruptive to district operations. (Government Code 3543.1)

Additionally, subject to reasonable regulation by the district, employee organizations shall have the ability to use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees represented by the employee organization. (Government Code 3543.1)

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount that has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

When an employee organization has certified to the district that it has and will maintain individual employee authorizations for payroll deductions, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and the employees to whom they apply and shall not handle or process employee written authorizations for the employees represented by such employee organization. The district also shall not require a copy of the written authorization to be submitted by the employee organization, except when there is a dispute about the existence or terms of the written authorization. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization that represents the employee rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the

information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

When an employee organization has declined to certify that it will handle and process written authorizations from employee(s) represented by the employee organization and makes a request for payroll deductions, the district shall request a copy of the written authorization for an employee before making the payroll deductions for that employee. (Education Code 45060, 45168)

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
8 CCR 33015-33490	Recognition of exclusive representative; proceedings
8 CCR 33700-33710	Severance of established unit
Ed. Code 45060-45061.5	Deduction of fees from salary or wage payment; certificated employees
Ed. Code 45100.5	Senior classified management positions
Ed. Code 45104.5	Abolishment of senior classified management positions
Ed. Code 45108.5	Definition of senior classified management employees
Ed. Code 45108.7	Waiver of provisions of Education Code 45108.5
Ed. Code 45168	Deduction of fees from salary or wage payment; classified employees
Ed. Code 45220-45320	Merit system; classified employees
Gov. Code 3500-3511	Local public employee organizations
Gov. Code 3507.7	Representation of temporary employees
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3540.1	Public employment; definitions
Gov. Code 3543.4	Management and confidential positions; representation
Gov. Code 3545	Appropriateness of unit; basis
Gov. Code 3550-3552	Prohibition on public employers deterring or discouraging union membership
Gov. Code 3555-3559	Public employee communication, information and orientation
Gov. Code 53260-53264	Employment contracts
Gov. Code 6205-6210	Confidentiality of addresses for victims of domestic violence, sexual assault, stalking, human trafficking, child abduction, and elder or dependent adult abuse
Gov. Code 6215-6216	Address confidentiality for individuals who face threats or violence because of work for a public entity
Gov. Code 6503.5	Joint powers agencies; agreement
Gov. Code 7928.300	Disclosure of employee contact information to employee organization

Management Resources	Description
Court Decision	County of Los Angeles v. Los Angeles County Employee Relations Commission (2013) 56 Cal. 4th 905
Court Decision	Friedrichs v. California Teachers Association, et al. (2016) 136 S.Ct. 1083
Court Decision	Janus v. American Federation of State, County and Municipal Employees, Council 31 (2018) 138 S.Ct. 2448
Public Employment Relations Board Ruling	Regents of the University of California (2004) PERB Dec. No. 1700-H.

Management Resources

Public Employment Relations Board Ruling
Public Employment Relations Board Ruling
Public Employment Relations Board Ruling
Website
Website
Website
Website
Website
Website
Website

Description

Desert Community College District (2007) PERB Dec. No. 1921
East Whittier School District (2004) PERB Dec. No. 1727
City of Sacramento (2019) PERB Dec. No. 2702
[CSBA District and County Office of Education Legal Services](#)
[California Federation of Teachers](#)
[California Public Employment Relations Board](#)
[California School Employees Association](#)
[California Teachers Association](#)
[Association of California School Administrators](#)
[CSBA](#)

Cross References

0450
0450
0460
0460
1340
1340
1431
4113
4113
4115
4115
4119.1
4119.25
4119.25
4121
4121
4141
4143
4151
4154
4154
4158
4158
4161.2
4219.1
4219.25
4219.25
4241

Description

[Comprehensive Safety Plan](#)
[Comprehensive Safety Plan](#)
[Local Control And Accountability Plan](#)
[Local Control And Accountability Plan](#)
[Access To District Records](#)
[Access To District Records](#)
[Waivers](#)
[Assignment](#)
[Assignment](#)
[Evaluation/Supervision](#)
[Evaluation/Supervision](#)
[Civil And Legal Rights](#)
[Political Activities Of Employees](#)
[Political Activities Of Employees](#)
[Temporary/Substitute Personnel](#)
[Temporary/Substitute Personnel](#)
[Collective Bargaining Agreement](#)
[Negotiations/Consultation](#)
[Employee Compensation](#)
[Health And Welfare Benefits](#)
[Health And Welfare Benefits](#)
[Employee Security](#)
[Employee Security](#)
[Personal Leaves](#)
[Civil And Legal Rights](#)
[Political Activities Of Employees](#)
[Political Activities Of Employees](#)
[Collective Bargaining Agreement](#)

Cross References

4243

4251

4254

4254

4258

4258

4261.2

4300

4300

4301

4312.1

4315

4319.1

4319.25

4319.25

4351

4354

4354

4358

4358

4361.2

9000

9321

9321-E(1)

9321-E(2)

Description[Negotiations/Consultation](#)[Employee Compensation](#)[Health And Welfare Benefits](#)[Health And Welfare Benefits](#)[Employee Security](#)[Employee Security](#)[Personal Leaves](#)[Administrative And Supervisory Personnel](#)[Administrative And Supervisory Personnel](#)[Administrative Staff Organization](#)[Contracts](#)[Evaluation/Supervision](#)[Civil And Legal Rights](#)[Political Activities Of Employees](#)[Political Activities Of Employees](#)[Employee Compensation](#)[Health And Welfare Benefits](#)[Health And Welfare Benefits](#)[Employee Security](#)[Employee Security](#)[Personal Leaves](#)[Role Of The Board](#)[Closed Session](#)[Closed Session](#)[Closed Session](#)

Policy 4257: Employee Safety

Status: DRAFT

Original Adopted Date: 10/20/2016

The Governing Board is committed to maximizing employee safety and believes that workplace safety is the responsibility of every employee. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

All employees are expected to use safe work practices and, to the extent possible, correct any unsafe conditions that may occur. If an employee is unable to correct an unsafe condition, the employee shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall establish and implement a written injury and illness prevention program that includes a workplace violence prevention plan and that provides employees with access to such program in accordance with law. (Labor Code 6401.7; 8 CCR 3203)

The Superintendent or designee shall make first aid materials readily available at district workplaces and shall make effective provisions to prepare for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for exercising any right regarding employee safety or health specified in Labor Code 6310, including:

1. Making a report or complaint
2. Instituting proceedings or causing proceedings to be instituted
3. Testifying with regard to employee safety or health
4. Participating in any occupational health and safety committee established pursuant to Labor Code 6401.7
5. Requesting access to injury or illness reports and records
6. Exercising any other right protected by the Occupational Safety and Health Act

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

Description

17 CCR 2508

[Reporting of communicable diseases](#)

8 CCR 14000-14316

Occupational injury or illness reports and records

8 CCR 3203

[Injury and illness prevention program](#)

8 CCR 3204

[Access to employee exposure and medical records](#)

8 CCR 3400

[Medical services and first aid](#)

8 CCR 5095-5100

[Control of noise exposure](#)

8 CCR 5193

[Bloodborne pathogens](#)

Ed. Code 32030-32034

[Eye safety](#)

State

Ed. Code 32225-32226
 Ed. Code 32280-32289.5
 Ed. Code 44984
 Gov. Code 3543.2
 Lab. Code 1139
 Lab. Code 132a
 Lab. Code 3300
 Lab. Code 6305
 Lab. Code 6310
 Lab. Code 6325
 Lab. Code 6400-6413.5
 Lab. Code 6401.7
 Lab. Code 6401.9

Description

[Communications devices in classrooms](#)
[School safety plans](#)
[Required rules for industrial accident and illness leave](#)
[Scope of representation](#)
[Worker's rights in emergencies](#)
[Workers' compensation; nondiscrimination](#)
[Definition of employer](#)
[Occupational safety and health standards; special order](#)
[Retaliation for filing complaint prohibited](#)
[Prohibition of entry into place of employment](#)
[Responsibilities and duties of employers and employees](#)
[Injury and illness prevention program](#)
[Workplace violence prevention plans](#)

Federal

17 CFR 2508
 29 CFR 1910.1030
 29 CFR 1910.95
 29 CFR 651-678
 8 CFR 14000-14316
 8 CFR 3204
 8 CFR 5193

Description

Reporting of communicable diseases
[Bloodborne pathogens](#)
[Noise standards](#)
 Occupational safety and health
 Occupational injury or illness reports and records
 Access to employee exposure and medical records
 Bloodborne pathogens

Management Resources

CA Department of Industrial Relations Publication
 Website
 Website
 Website
 Website
 Website
 Website
 Website

Description

Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2005
[CSBA District and County Office of Education Legal Services](#)
[National Institute for Occupational Safety and Health](#)
[U.S. Department of Labor, Occupational Safety and Health Administration](#)
[California Department of Industrial Relations, Occupational Safety and Health](#)
[National Hearing Conservation Association](#)
[Centers for Disease Control and Prevention](#)
[CSBA](#)

Cross References

0450
 0450
 3514
 3514
 3514.1
 3514.1

Description

[Comprehensive Safety Plan](#)
[Comprehensive Safety Plan](#)
[Environmental Safety](#)
[Environmental Safety](#)
[Hazardous Substances](#)
[Hazardous Substances](#)

Cross References**Description**

3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.5	Emergency Schedules
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4112.9	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4112.9-E PDF(2)	Employee Notifications
4112.9-E PDF(3)	Employee Notifications
4112.9-E(1)	Employee Notifications
4112.9-E(2)	Employee Notifications
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.41	Employees With Infectious Disease
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42-E PDF(1)	Exposure Control Plan For Bloodborne Pathogens
4119.43	Universal Precautions
4119.43	Universal Precautions
4131	Staff Development
4156.2	Awards And Recognition
4157.1	Work-Related Injuries
4157.2	Ergonomics
4158	Employee Security
4158	Employee Security
4161.11	Industrial Accident/Illness Leave
4212.9	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4212.9-E PDF(2)	Employee Notifications
4212.9-E PDF(3)	Employee Notifications
4212.9-E(1)	Employee Notifications
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.41	Employees With Infectious Disease
4219.42	Exposure Control Plan For Bloodborne Pathogens
4219.42	Exposure Control Plan For Bloodborne Pathogens
4219.42-E PDF(1)	Exposure Control Plan For Bloodborne Pathogens
4219.43	Universal Precautions
4219.43	Universal Precautions
4231	Staff Development

Cross References

4256.2

4257.1

4257.1

4257.2

4258

4258

4261.11

4312.9

4312.9-E PDF(1)

4312.9-E PDF(2)

4312.9-E PDF(3)

4312.9-E(1)

4319.41

4319.42

4319.42

4319.42-E PDF(1)

4319.43

4319.43

4331

4356.2

4357.1

4357.2

4358

4358

4361.11

5141.22

5141.22

5141.6

5141.6

6142.93

Description[Awards And Recognition](#)[Work-Related Injuries](#)[Work-Related Injuries](#)[Ergonomics](#)[Employee Security](#)[Employee Security](#)[Industrial Accident/Illness Leave](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employees With Infectious Disease](#)[Exposure Control Plan For Bloodborne Pathogens](#)[Exposure Control Plan For Bloodborne Pathogens](#)[Exposure Control Plan For Bloodborne Pathogens](#)[Universal Precautions](#)[Universal Precautions](#)[Staff Development](#)[Awards And Recognition](#)[Work-Related Injuries](#)[Ergonomics](#)[Employee Security](#)[Employee Security](#)[Industrial Accident/Illness Leave](#)[Infectious Diseases](#)[Infectious Diseases](#)[School Health Services](#)[School Health Services](#)[Science Instruction](#)

Regulation 4257: Employee Safety

Status: DRAFT

Original Adopted Date: 10/20/2016 | **Last Revised Date:** 02/18/2021

The Superintendent or designee shall provide safety devices and implement safeguards, methods, and processes that are reasonably necessary for the safety and health of employees in the workplace. (Labor Code 6401)

If the Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA) prohibits entry into any district workplace or performance of a district operation or process based on a determination that the workplace exposes employees to the risk of an imminent hazard, including a machine, device, apparatus, or equipment that is in a dangerous condition or is dangerously placed, the Superintendent or designee shall post a notice of the hazard provided by Cal/OSHA in a conspicuous place at the work site. This notice shall not be removed except by an authorized representative of Cal/OSHA and only when the workplace, operation, or process is made safe, and the required safeguards, safety appliances, or devices are provided. (Labor Code 6325)

Injury and Illness Prevention Program

The district's injury and illness prevention program shall cover all district employees and all other workers whom the district controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the district's injury and illness prevention program. (Labor Code 6401.7)

The district's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)

1. The name/position of the person(s) with authority and responsibility for implementing the program
2. A system for ensuring that employees comply with safe and healthful work practices, which may include, but are not limited to:
 - a. Recognition of employees who follow safe and healthful work practices
 - b. Training and retraining programs
 - c. Disciplinary actions
3. A system for communicating with employees in a form readily understandable by all employees on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. The communications system may include, but is not limited to:
 - a. Meetings
 - b. Training programs
 - c. Posting
 - d. Written communications
 - e. A system of anonymous notification by employees about hazards
 - f. A labor/management safety and health committee
4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:
 - a. Whenever new substances, processes, procedures, or equipment that represents a new occupational safety or health hazard is introduced into the workplace
 - b. Whenever the district is made aware of a new or previously unrecognized hazard

5. A procedure for investigating occupational injury or illness
6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices, and work procedures in a timely manner, based on the severity of the hazard, when the hazard is observed or discovered

When an imminent hazard exists that cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition. Employees needed to correct the condition shall be provided with the necessary safeguards.

7. Provision of training and instruction as follows:

- a. To all new employees
- b. To all employees given new job assignments for which training has not previously been received
- c. Whenever new substances, processes, procedures, or equipment are introduced into the workplace and represent a new hazard
- d. Whenever the district is made aware of a new or previously unrecognized hazard
- e. To supervisors, to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed

8. A written workplace violence prevention plan developed and implemented in accordance with Labor Code 6401.9 (Labor Code 6401.7)

The plan, which shall be easily accessible to all employees at all times, shall be in effect at all times and in all work areas, and be specific to the hazards and corrective measures for each work area and operation. (Labor Code 6401.9)

The Superintendent or designee shall provide training to all employees when the plan is first established and annually thereafter in accordance with Labor Code 6401.9. Training materials shall be appropriate in content and vocabulary to employees' educational level, literacy, and language. (Labor Code 6401.9)

The Superintendent or designee shall provide employees, or their representative designated pursuant to 8 CCR 3203, with either of the following: (8 CCR 3203)

1. Access to the district's injury and illness prevention program in a reasonable time, place, and manner, but in no event later than five business days after the request for access is received from an employee or a designated representative of the employee.

When an employee or designated representative requests a copy of the district's injury and illness prevention program, the Superintendent or designee shall provide the requester a printed copy unless the employee or designated representative agrees to receive an electronic copy.

The Superintendent or designee shall provide one printed copy free of charge. If the employee or designated representative requests additional copies within one year of the previous request and the district's injury and illness prevention program has not been updated with new information since the prior copy was provided, the district may charge reasonable reproduction costs pursuant to 8 CCR 3204 for the additional copies.

2. Unobstructed access to the district's injury and illness prevention program through the district's server or website that allows an employee to review, print, and email the current version of the district's injury and illness prevention program.

The Superintendent or designee shall communicate the right and procedure to access the district's injury and illness prevention program to all employees. (8 CCR 3203)

Labor/Management Safety and Health Committee

The district's labor/management safety and health committee shall: (8 CCR 3203)

1. Meet regularly, but not less than quarterly.
2. Prepare and make available to affected employees written records of the safety and health issues discussed at committee meetings and maintained for review by Cal/OSHA upon request. These records shall be maintained for at least one year.
3. Review results of the periodic, scheduled worksite inspections.
4. Review investigations of occupational accidents and causes of incidents resulting in occupational injury or illness or exposure to hazardous substances. As appropriate, the committee may submit suggestions to the Superintendent or designee regarding the prevention of future incidents.
5. Review investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, it may conduct its own inspection and investigation to assist in remedial solutions.
6. Submit recommendations to assist in the evaluation of employee safety suggestions.
7. Upon request of Cal/OSHA, verify abatement action taken by the district to abate citations issued by Cal/OSHA.

Hearing Protection

Whenever employee noise exposure equals or exceeds the standards specified by law, the Superintendent or designee shall implement a hearing conservation program in accordance with state and federal regulations, including, when required, monitoring of sound levels, audiogram evaluation and audiometric testing of affected employees, the provision of hearing protectors, and employee training. (8 CCR 5095-5100; 29 CFR 1910.95)

Eye Safety Devices

Employees shall wear eye safety devices whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause eye injury. (Education Code 32030-32034)

First Aid and Medical Services

The Superintendent or designee shall ensure the ready availability of medical personnel for advice and consultation on matters of industrial health or injury. Whenever a district facility or district grounds are not in close proximity to an infirmary, clinic, or hospital where all injured employees may be treated, the Superintendent or designee shall ensure that at least one employee is adequately trained to provide first aid. (8 CCR 3400)

The Superintendent or designee shall make adequate first aid materials readily available for employees at every worksite. Such materials shall be approved by a consulting physician and shall be kept in a sanitary and usable condition. The Superintendent or designee shall frequently inspect all first aid materials and replenish them as necessary. (8 CCR 3400)

The Superintendent or designee shall ensure that suitable facilities for quick drenching or flushing of the eyes and body are provided within the work area for immediate emergency use when the eyes or body or any person may be exposed to injurious corrosive materials. (8 CCR 3400)

To avoid unnecessary delay in medical treatment in the event of an employee's serious injury or illness, the Superintendent or designee shall use one or more of the following: (8 CCR 3400)

1. A communication system for contacting a physician or emergency medical service, such as access to 911 or equivalent telephone system. The communication system or the employees using the system shall have the ability to direct emergency services to the location of the injured or ill employee.
2. Readily accessible and available on-site treatment facilities suitable for treatment of reasonably anticipated injury and illness

3. Proper equipment for prompt medical transport when transportation of injured or ill employees is necessary and appropriate

Protection from Communicable Diseases and Infections

The Superintendent or designee shall develop an exposure control plan for bloodborne pathogens that is consistent with the district's injury and illness prevention program. The plan shall include a determination of which job classifications have occupational exposure to blood or other potentially infectious materials; precautions to be implemented, including universal precautions, engineering and work practice controls, and personal protective equipment; availability of the hepatitis B vaccination; provision of information and training to employees; and follow-up actions to be taken if exposure occurs. The district shall ensure that a copy of the exposure control plan is accessible to employees in accordance with law. (8 CCR 5193; 29 CFR 1910.1030)

Strategies to prevent and mitigate the outbreak or spread of infectious diseases shall be followed for diseases that are communicated through airborne transmission, skin-to-skin contact, foodborne transmission, or other casual or noncasual means. Such strategies shall include, but are not limited to, communication and training about the disease(s); campus closures and alternative means of instruction when necessary; preventative measures, such as social distancing, personal protective equipment, temperature checks, and/or any other health screening allowed by law; and cleaning and sanitization of district facilities and equipment.

The Superintendent or designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
17 CCR 2508	Reporting of communicable diseases
8 CCR 14000-14316	Occupational injury or illness reports and records
8 CCR 3203	Injury and illness prevention program
8 CCR 3204	Access to employee exposure and medical records
8 CCR 3400	Medical services and first aid
8 CCR 5095-5100	Control of noise exposure
8 CCR 5193	Bloodborne pathogens
Ed. Code 32030-32034	Eye safety
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32280-32289.5	School safety plans
Ed. Code 44984	Required rules for industrial accident and illness leave
Gov. Code 3543.2	Scope of representation
Lab. Code 1139	Worker's rights in emergencies
Lab. Code 132a	Workers' compensation; nondiscrimination
Lab. Code 3300	Definition of employer
Lab. Code 6305	Occupational safety and health standards; special order
Lab. Code 6310	Retaliation for filing complaint prohibited
Lab. Code 6325	Prohibition of entry into place of employment
Lab. Code 6400-6413.5	Responsibilities and duties of employers and employees
Lab. Code 6401.7	Injury and illness prevention program
Lab. Code 6401.9	Workplace violence prevention plans

Federal

17 CFR 2508
 29 CFR 1910.1030
 29 CFR 1910.95
 29 CFR 651-678
 8 CFR 14000-14316
 8 CFR 3204
 8 CFR 5193

Description

Reporting of communicable diseases
[Bloodborne pathogens](#)
[Noise standards](#)
 Occupational safety and health
 Occupational injury or illness reports and records
 Access to employee exposure and medical records
 Bloodborne pathogens

Management Resources

CA Department of Industrial Relations Publication
 Website
 Website
 Website
 Website
 Website
 Website
 Website

Description

Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2005
[CSBA District and County Office of Education Legal Services](#)
[National Institute for Occupational Safety and Health](#)
[U.S. Department of Labor, Occupational Safety and Health Administration](#)
[California Department of Industrial Relations, Occupational Safety and Health](#)
[National Hearing Conservation Association](#)
[Centers for Disease Control and Prevention](#)
[CSBA](#)

Cross References

0450
 0450
 3514
 3514
 3514.1
 3514.1
 3516
 3516
 3516.5
 3530
 3530
 4112.9
 4112.9-E PDF(1)
 4112.9-E PDF(2)
 4112.9-E PDF(3)
 4112.9-E(1)
 4112.9-E(2)
 4118
 4118
 4119.41
 4119.42

Description

[Comprehensive Safety Plan](#)
[Comprehensive Safety Plan](#)
[Environmental Safety](#)
[Environmental Safety](#)
[Hazardous Substances](#)
[Hazardous Substances](#)
[Emergencies And Disaster Preparedness Plan](#)
[Emergencies And Disaster Preparedness Plan](#)
[Emergency Schedules](#)
[Risk Management/Insurance](#)
[Risk Management/Insurance](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Dismissal/Suspension/Disciplinary Action](#)
[Dismissal/Suspension/Disciplinary Action](#)
[Employees With Infectious Disease](#)
[Exposure Control Plan For Bloodborne Pathogens](#)

Cross References

4119.42
4119.42-E PDF(1)
4119.43
4119.43
4131
4156.2
4157.1
4157.2
4158
4158
4161.11
4212.9
4212.9-E PDF(1)
4212.9-E PDF(2)
4212.9-E PDF(3)
4212.9-E(1)
4218
4218
4219.41
4219.42
4219.42
4219.42-E PDF(1)
4219.43
4219.43
4231
4256.2
4257.1
4257.1
4257.2
4258
4258
4261.11
4312.9
4312.9-E PDF(1)
4312.9-E PDF(2)
4312.9-E PDF(3)
4312.9-E(1)
4319.41
4319.42
4319.42

Description

[Exposure Control Plan For Bloodborne Pathogens](#)
[Exposure Control Plan For Bloodborne Pathogens](#)
[Universal Precautions](#)
[Universal Precautions](#)
[Staff Development](#)
[Awards And Recognition](#)
[Work-Related Injuries](#)
[Ergonomics](#)
[Employee Security](#)
[Employee Security](#)
[Industrial Accident/Illness Leave](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Dismissal/Suspension/Disciplinary Action](#)
[Dismissal/Suspension/Disciplinary Action](#)
[Employees With Infectious Disease](#)
[Exposure Control Plan For Bloodborne Pathogens](#)
[Exposure Control Plan For Bloodborne Pathogens](#)
[Exposure Control Plan For Bloodborne Pathogens](#)
[Universal Precautions](#)
[Universal Precautions](#)
[Staff Development](#)
[Awards And Recognition](#)
[Work-Related Injuries](#)
[Work-Related Injuries](#)
[Ergonomics](#)
[Employee Security](#)
[Employee Security](#)
[Industrial Accident/Illness Leave](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employees With Infectious Disease](#)
[Exposure Control Plan For Bloodborne Pathogens](#)
[Exposure Control Plan For Bloodborne Pathogens](#)

Cross References

4319.42-E PDF(1)

4319.43

4319.43

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4356.2

4357.1

4357.2

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4361.11

5141.22

5141.22

5141.6

5141.6

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Description

[Exposure Control Plan For Bloodborne Pathogens](#)

[Universal Precautions](#)

[Universal Precautions](#)

[Staff Development](#)

[Awards And Recognition](#)

[Work-Related Injuries](#)

[Ergonomics](#)

[Employee Security](#)

[Employee Security](#)

[Industrial Accident/Illness Leave](#)

[Infectious Diseases](#)

[Infectious Diseases](#)

[School Health Services](#)

[School Health Services](#)

[Science Instruction](#)

Regulation 4257.1: Work-Related Injuries

Status: DRAFT

Original Adopted Date: 02/18/2021

In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the event that an employee becomes injured or ill in the course of employment, the district shall provide all employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process that reduces costs and facilitates employee recovery.

The Superintendent or designee shall notify every new employee, at the time of hire or by the end of the first pay period, of the employee's right to receive workers' compensation benefits if injured at work. (Labor Code 3551; 8 CCR 15596)

In addition, a notice regarding workers' compensation benefits shall be posted in a conspicuous location frequented by employees, where the notice may be easily read during the workday. (Labor Code 3550)

In the event that an employee is injured or becomes ill in the course of employment, the employee shall report the work-related injury or illness to the Superintendent or designee as soon as practicable. The employee and appropriate district staff shall also promptly document the date and time of any incident, a description of the incident, and any persons present.

Within one working day of receiving notice or knowledge of any injury to an employee in the course of employment, the Superintendent or designee shall provide a claim form and notice of potential eligibility for workers' compensation benefits to the employee or, in the case of the employee's death, to the employee's dependents. The claim form and notice shall be provided personally or by first class mail. (Labor Code 5401)

The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.

The Superintendent or designee shall additionally ensure that any employee who is a victim of a crime that occurred at the place of employment is given written notice personally or by first class mail within one working day of the crime, or when the district reasonably should have known of the crime, that the employee is eligible for workers' compensation benefits for injuries, including psychiatric injuries, that may have resulted from the crime. (Labor Code 3553)

Upon learning of a work-related injury or illness, or injury or illness alleged to have arisen out of and in the course of employment, the Superintendent or designee shall report the incident to the district's insurance carrier or DIR, as applicable, within five days after obtaining knowledge of the injury or illness. If a subsequent death arises as a result of the reported injury or illness, an amended report indicating the death shall be filed within five days after being notified of or learning about the death. (Labor Code 6409.1)

In addition, in every case involving death or serious injury or illness, the Superintendent or designee shall immediately make a report to the Division of Occupational Safety and Health (Cal/OSHA) by telephone or through an online mechanism made available by Cal/OSHA. (Labor Code 6409.1)

For the purpose of this report, serious injury or illness means any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement. (Labor Code 6302)

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

8 CCR 15596

Description

[Notice of employee rights to workers' compensation benefits](#)

State

Ed. Code 44984
Ed. Code 45192
Lab. Code 3200-4856
Lab. Code 3550-3553
Lab. Code 3600-3605
Lab. Code 3760
Lab. Code 4600
Lab. Code 4906
Lab. Code 5400-5413
Lab. Code 6302
Lab. Code 6409.1

Description

[Required rules for industrial accident and illness leave](#)
[Industrial accident and illness leave for classified employees](#)
[Workers' compensation](#)
[Notifications: Workers' compensation benefits](#)
[Conditions of liability](#)
[Report of injury to insurer](#)
[Provision of medical and hospital treatment by employer](#)
[Disclosures and statements](#)
[Notice of injury or death](#)
[Definition of serious injury or illness](#)
[Reports](#)

Management Resources

CA Department of Industrial Relations Publication
CA Department of Industrial Relations Publication
CA Department of Industrial Relations Publication
CA Department of Industrial Relations Publication
Website
Website
Website
Website
Website

Description

Workers' Compensation in California: A Guidebook for Injured Workers, 2016
Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility
Notice to Employees - Injuries Caused by Work
Time of Hire Pamphlet
[CSBA District and County Office of Education Legal Services](#)
[California Department of Industrial Relations, Division of Workers Compensation](#)
[California Department of Industrial Relations, Occupational Safety and Health](#)
[CSBA](#)
[California Department of Public Health](#)

Cross References

1240
1240
3320
3320
3320-E PDF(1)
3530
3530
4032
4112.9
4112.9-E PDF(1)
4112.9-E PDF(2)
4112.9-E PDF(3)
4112.9-E(1)
4112.9-E(2)

Description

[Volunteer Assistance](#)
[Volunteer Assistance](#)
[Claims And Actions Against The District](#)
[Claims And Actions Against The District](#)
[Claims And Actions Against The District](#)
[Risk Management/Insurance](#)
[Risk Management/Insurance](#)
[Reasonable Accommodation](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)

Cross References

4113.4

4154

4154

4157

4157

4157.2

4161.1

4161.11

4161.9

4161.9

4212.9

4212.9-E PDF(1)

4212.9-E PDF(2)

4212.9-E PDF(3)

4212.9-E(1)

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4312.9-E PDF(1)

4312.9-E PDF(2)

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4357

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4357.2

4361.1

4361.11

4361.9

4361.9

Description[Temporary Modified/Light-Duty Assignment](#)[Health And Welfare Benefits](#)[Health And Welfare Benefits](#)[Employee Safety](#)[Employee Safety](#)[Ergonomics](#)[Personal Illness/Injury Leave](#)[Industrial Accident/Illness Leave](#)[Catastrophic Leave Program](#)[Catastrophic Leave Program](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Temporary Modified/Light-Duty Assignment](#)[Health And Welfare Benefits](#)[Health And Welfare Benefits](#)[Employee Safety](#)[Employee Safety](#)[Ergonomics](#)[Industrial Accident/Illness Leave](#)[Catastrophic Leave Program](#)[Catastrophic Leave Program](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Temporary Modified/Light-Duty Assignment](#)[Health And Welfare Benefits](#)[Health And Welfare Benefits](#)[Employee Safety](#)[Employee Safety](#)[Ergonomics](#)[Personal Illness/Injury Leave](#)[Industrial Accident/Illness Leave](#)[Catastrophic Leave Program](#)[Catastrophic Leave Program](#)

Policy 4311: Recruitment And Selection

Status: DRAFT

Original Adopted Date: 05/17/2018

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals, and believes that students benefit when district staff reflects the racial, ethnic, linguistic, and cultural diversity of the district.

The Superintendent or designee shall develop equitable, fair, and transparent recruitment and selection processes and procedures that ensure individuals are selected for employment in the district based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

Additionally, the Superintendent or designee shall, through the recruitment and selection processes and procedures, seek to establish and maintain a diverse staff, including the active recruitment from institutions and organizations that serve populations underrepresented among district employees.

When a vacancy occurs, the Superintendent or designee shall review, as appropriate, the job description for the position to ensure that it accurately describes the major functions and duties of the position. The Superintendent or designee shall also disseminate job announcements to ensure a wide range of candidates.

When posting an employment opportunity, the Superintendent or designee shall include the pay scale for the open position. (Labor Code 432.2)

The Superintendent shall develop and maintain appropriate hiring procedures to identify the best possible candidates for a position. In doing so, an interview committee may be established to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential and consistent with law.

No inquiry shall be made about any information prohibited by state or federal nondiscrimination laws.

Unless otherwise provided for in law, the district may not discriminate against a person in hiring based on the person's use of cannabis off the job and away from the workplace, including that the district may not request information from an applicant related to the applicant's prior use of cannabis, apart from the applicant's criminal history, or penalize an applicant based on a drug screening which finds that the applicant has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. (Government Code 12954)

However, the district retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954)

The Superintendent or designee shall not inquire, orally or in writing, about an applicant's salary history information, including compensation and benefits. Additionally, the Superintendent or designee shall not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. (Labor Code 432.3)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

Incentives

With Board approval and in accordance with district needs and any applicable collective bargaining agreements, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 200-270	Prohibition of discrimination
Ed. Code 35035	Powers and duties of the superintendent; transfer authority
Ed. Code 44066	Limitations on certification requirements
Ed. Code 44259	Teaching credential, exception; designated subjects; minimum requirements
Ed. Code 44750	Teacher recruitment resource center
Ed. Code 44830-44831	Employment of certificated persons
Ed. Code 44858	Age or marital status in certificated positions
Ed. Code 44859	Prohibition against certain rules and regulations regarding residency
Ed. Code 45103-45139	Employment; classified employees
Ed. Code 49406	TB risk assessment
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 7920.000-7930.215	California Public Records Act
Gov. Code 815.2	Liability of public entities and public employees
H&S Code 53570-53574	Teacher Housing Act of 2016
Lab. Code 432.3	Salary information

Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.101-35.190	Americans with Disabilities Act
34 CFR 106.51-106.61	Nondiscrimination on the basis of sex in employment in education program or activities
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
5 USC 552	Freedom of Information Act
8 USC 1324a	Unlawful employment of aliens
8 USC 1324b	Unfair immigration related employment practices

Management Resources	Description
CA Commission on Teacher Credentialing Publication	Strategic Plan: Ensuring Educator Excellence, 2023
California County Superintendents Publication	Teacher Recruitment in California: An Analysis of Effective Strategies, Research Brief, Veritas Research and Evaluation Group, October 2017
California Department of Education Publication	How to Increase the Diversity of California's Educator Workforce, April 2022
Court Decision	C.A. v William S. Hart Union High School District et al. (2012) 138 Cal.Rptr.3d 1
Ctr for Cities + Schools, cityLAB & Turner Ctr Pub	Education Workforce Housing in California: Developing the 21st Century Campus, 2021
Ctr for Cities + Schools, cityLAB & Turner Ctr Pub Website	Education Workforce Housing in California: The Handbook University of California Los Angeles, cityLAB

Management Resources

Website	University of California Berkeley, Turner Center for Housing Innovation
Website	University of California Berkeley, Center for Cities + Schools
Website	CSBA District and County Office of Education Legal Services
Website	Commission on Teacher Credentialing
Website	Education Job Opportunities Information Network
Website	Teach USA
Website	California County Superintendents
Website	California Civil Rights Department
Website	U.S. Department of Education
Website	Equal Employment Opportunity Commission
Website	California Department of Education

Description**Cross References**

0000	Vision
0000	Vision
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
2230	Representative And Deliberative Groups
4000	Concepts And Roles
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4100	Certificated Personnel
4111.2	Legal Status Requirement
4111.2	Legal Status Requirement
4112	Appointment And Conditions Of Employment
4112.2	Certification
4112.2	Certification
4112.21	Interns
4112.21	Interns
4112.22	Staff Teaching English Learners
4112.23	Special Education Staff
4112.61	Employment References
4112.61	Employment References
4112.8	Employment Of Relatives
4113	Assignment
4113	Assignment
4117.14	Postretirement Employment
4200	Classified Personnel
4200	Classified Personnel

Description

Cross References

4211.2

4211.2

4212

4212.61

4212.61

4212.8

4300

4300

4311.2

4311.2

4312.1

4312.61

4312.61

4312.8

4317.14

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Description[Legal Status Requirement](#)[Legal Status Requirement](#)[Appointment And Conditions Of Employment](#)[Employment References](#)[Employment References](#)[Employment Of Relatives](#)[Administrative And Supervisory Personnel](#)[Administrative And Supervisory Personnel](#)[Legal Status Requirement](#)[Legal Status Requirement](#)[Contracts](#)[Employment References](#)[Employment References](#)[Employment Of Relatives](#)[Postretirement Employment](#)[Staff Development](#)[Title I Programs](#)[Title I Programs](#)[Role Of The Board](#)

Regulation 4312.5: Criminal Record Check

Status: DRAFT

Original Adopted Date: 10/20/2016

The Superintendent or designee shall not hire or retain in employment, in a certificated or classified position, a person who has been convicted of a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c), a controlled substance offense as defined in Education Code 44011, or a sex offense as defined in Education Code 44010. However, the Superintendent or designee shall not deny or terminate employment solely on the basis that the person has been: (Education Code 44830.1, 44836, 45122.1, 45123)

1. Convicted of a violent or serious felony, controlled substance offense, or sex offense, and the conviction is reversed and the person is acquitted of the offense in a new trial or the charges against the person are dismissed, unless the sex offense for which the conviction is dismissed pursuant to Penal Code 1203.4 involves a victim who was a minor
2. Convicted of a violent or serious felony and has obtained a certificate of rehabilitation or a pardon
3. Convicted of a serious felony, that is not also a violent felony, and has proven to the sentencing court that rehabilitation for purposes of school employment has been attained for at least one year
4. Convicted of a controlled substance offense and is applying for or is employed in a certificated position and has a credential issued by the Commission on Teacher Credentialing
5. Convicted of a controlled substance offense and is applying for or is employed in a classified position and has been determined by the Governing Board, from the evidence presented, to have been rehabilitated for at least five years

A certificated employee may be hired by the district without obtaining a criminal record summary if that employee is employed as a certificated employee in another California school district and became a permanent employee of another California school district as of October 1, 1997. (Education Code 44830.1, 44836)

The Superintendent or designee shall not issue a temporary certificate of clearance to a person whose application for a credential, certificate, or permit is being processed by the Commission on Teacher Credentialing if that person has been convicted of a violent or serious felony, unless the person is otherwise exempt pursuant to Education Code 44332.6 or 44830.1. (Education Code 44332.5, 44332.6)

Pre-Employment Record Check

The Superintendent or designee shall require each person to be employed by the district to submit fingerprints electronically through the Live Scan system so that a criminal record check may be conducted by the Department of Justice (DOJ). The Superintendent or designee shall provide the applicant with a Live Scan request form and a list of nearby Live Scan locations.

When a person is applying for a classified position, the Superintendent or designee shall request that the DOJ also obtain a criminal record check through the Federal Bureau of Investigation whenever the applicant meets one of the following conditions: (Education Code 45125)

1. The applicant has not resided in California for at least one year immediately preceding the application for employment.
2. The applicant has resided in California for more than one year, but less than seven years, and the DOJ has ascertained that the person was convicted of a sex offense where the victim was a minor or a drug offense where an element of the offense is either the distribution to or the use of a controlled substance by a minor.

The Superintendent or designee shall immediately notify the DOJ when an applicant who has submitted fingerprints to the DOJ is not subsequently employed by the district. (Penal Code 11105.2)

Subsequent Arrest Notification

The Superintendent or designee shall enter into a contract with the DOJ to receive notification of subsequent arrests resulting in conviction of any person whose fingerprints have been submitted to the DOJ. (Education Code 44830.1, 45125; Penal Code 11105.2)

Upon telephone or email notification by the DOJ that a current temporary employee, substitute employee, or probationary employee serving before March 15 of the employee's second probationary year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place that employee on leave without pay. (Education Code 44830.1, 45122.1)

When the district receives written electronic notification by the DOJ of the fact of conviction, the temporary employee, substitute employee, or probationary employee serving before March 15 of the employee's second probationary year shall be terminated automatically unless the employee challenges the DOJ record and the DOJ withdraws its notification in writing. Upon receipt of the written withdrawal of notification by the DOJ, the Superintendent or designee shall immediately reinstate the employee with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement if the employee is still employed by the district. (Education Code 44830.1, 45122.1)

The Superintendent or designee shall immediately notify the DOJ whenever a person whose fingerprints are maintained by the DOJ is terminated. (Penal Code 11105.2)

Notification of Applicant/Employee

The Superintendent or designee shall expeditiously furnish a copy of any DOJ notification to the applicant or employee to whom it relates if the information is a basis for an adverse employment decision. The copy shall be delivered in person or to the last contact information provided by the applicant or employee. (Penal Code 11105, 11105.2)

Maintenance of Records

The Superintendent shall designate at least one custodian of records who shall be responsible for the security, storage, dissemination, and destruction of all Criminal Offender Record Information (CORI) furnished to the district and shall serve as the primary contact for the DOJ for any related issues. (Penal Code 11102.2)

An employee designated as custodian of records shall receive a criminal background check clearance from the DOJ prior to serving in that capacity. (Penal Code 11102.2)

The custodian of records shall sign and return to the DOJ the Employee Statement Form acknowledging an understanding of the laws prohibiting misuse of CORI. In addition, the custodian of records shall ensure that any individual with access to CORI has on file a signed Employee Statement Form.

To ensure its confidentiality, CORI shall be accessible only to the custodian of records and shall be kept in a locked file separate from other files. CORI shall be used only for the purpose for which it is requested and its contents shall not be disclosed or reproduced. (Education Code 44830.1, 45125)

Once a hiring determination is made, the applicant's CORI shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained. (Education Code 44830.1, 45125; 11 CCR 708)

The Superintendent or designee shall immediately notify the DOJ whenever a designated custodian of records ceases to serve in that capacity. (Penal Code 11102.2)

Interagency Agreement

Subject to an interagency agreement with other school districts, the district shall submit and receive CORI on behalf of all participating districts. (Education Code 44830.2, 45125.01)

Upon receipt from the DOJ of a report of conviction of a serious or violent felony, the district shall communicate that fact to participating districts and shall remove the affected employee from the common list of persons eligible

for employment. (Education Code 44830.2, 45125.01)

In addition, upon receipt from the DOJ of a criminal history record or report of subsequent arrest for any person on a common list of persons eligible for employment, the district shall give notice to the superintendent of any participating district, or the person designated in writing by that superintendent, that the report is available for inspection on a confidential basis by the superintendent or the authorized designee. The report shall be made available at the district office for 30 days following the receipt of the notice. (Education Code 44830.2, 45125.01)

The district shall not release a copy of that information to any participating district or any other person. In addition, the district shall retain or dispose of the information in the manner specified in law and in this administrative regulation after all participating districts have had an opportunity to inspect it in accordance with law. (Education Code 44830.2, 45125.01)

The district shall maintain a record of all persons to whom the information has been shown and shall make this record available to the DOJ. (Education Code 44830.2, 45125.01)

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
11 CCR 701-708	Criminal offender record information
11 CCR 720-724	Incomplete criminal history information
11 CCR 994-994.15	Certification of individuals who take fingerprint impressions
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44332-44332.6	Temporary certificate of clearance
Ed. Code 44346.1	Applicants for credential; conviction of a violent or serious felony
Ed. Code 44830.1	Criminal record summary; certificated employees
Ed. Code 44830.2	Certificated employees; interagency agreement for sharing criminal record information
Ed. Code 44836	Employment of certificated persons convicted of sex offense or controlled substance offense
Ed. Code 44932	Grounds for dismissal of permanent employees
Ed. Code 45122.1	Classified employees; conviction of a violent or serious felony
Ed. Code 45125	Use of personal identification cards to ascertain conviction of crime
Ed. Code 45125.01	Interagency agreements for criminal record information
Ed. Code 45125.5	Automated records check
Ed. Code 45126	Duty of Department of Justice to furnish information
Ed. Code 49024	Activity Supervisor Clearance Certificate
Gov. Code 12954	Employment discrimination; cannabis use
H&S Code 11350	Offenses Involving Controlled Substances Formerly Classified as Narcotics
H&S Code 11377	Offenses Involving Controlled Substances Formerly Classified as Restricted Dangerous Drugs
Pen. Code 11075-11081	Criminal record dissemination
Pen. Code 11102.2	Maintenance of criminal offender records; custodian of records
Pen. Code 11105	Access to criminal history information
Pen. Code 11105.2	Subsequent arrest notification
Pen. Code 11105.3	Record of conviction involving sex crimes, drug crimes or crimes of violence

State

Pen. Code 11140-11144
Pen. Code 1192.7
Pen. Code 1203.4
Pen. Code 1203.425
Pen. Code 13300-13305
Pen. Code 667.5

Description

[Furnishing of state criminal history information](#)
[Plea bargaining limitation](#)
[Dismissal of conviction](#)
[Conviction relief](#)
[Local summary criminal history information](#)
[Prior prison terms; enhancement of prison terms](#)

Management Resources

Court Decision

Website
Website
Website

Description

Central Valley Chapter of the 7th Step Foundation Inc. v. Evelle J. Younger (1989) 214 Cal. App. 3d 145
[CSBA District and County Office of Education Legal Services](#)
[Office of the Attorney General, Department of Justice, Background Checks](#)
[CSBA](#)

Cross References

1240
1240
1340
1340
2120
3515.3
3515.3
3580
3580
4112
4112.2
4112.2
4112.6
4112.9
4112.9-E PDF(1)
4112.9-E PDF(2)
4112.9-E PDF(3)
4112.9-E(1)
4112.9-E(2)
4116
4116
4118
4118
4119.23
4121
4121

Description

[Volunteer Assistance](#)
[Volunteer Assistance](#)
[Access To District Records](#)
[Access To District Records](#)
[Superintendent Recruitment And Selection](#)
[District Police/Security Department](#)
[District Police/Security Department](#)
[District Records](#)
[District Records](#)
[Appointment And Conditions Of Employment](#)
[Certification](#)
[Certification](#)
[Personnel Files](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Probationary/Permanent Status](#)
[Probationary/Permanent Status](#)
[Dismissal/Suspension/Disciplinary Action](#)
[Dismissal/Suspension/Disciplinary Action](#)
[Unauthorized Release Of Confidential/Privileged Information](#)
[Temporary/Substitute Personnel](#)
[Temporary/Substitute Personnel](#)

Cross References

4127

4127

4200

4200

4212

4212.6

4212.9

4212.9-E PDF(1)

4212.9-E PDF(2)

4212.9-E PDF(3)

4212.9-E(1)

4218

4218

4218.1

4218.1

4219.23

4227

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4312.6

4312.9

4312.9-E PDF(1)

4312.9-E PDF(2)

4312.9-E PDF(3)

4312.9-E(1)

4319.23

4327

4327

5148

5148

5148.2

5148.2

5148.3

5148.3

6145

6145

9011

Description[Temporary Athletic Team Coaches](#)[Temporary Athletic Team Coaches](#)[Classified Personnel](#)[Classified Personnel](#)[Appointment And Conditions Of Employment](#)[Personnel Files](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Dismissal/Suspension/Disciplinary Action](#)[Dismissal/Suspension/Disciplinary Action](#)[Dismissal/Suspension/Disciplinary Action \(Merit System\)](#)[Dismissal/Suspension/Disciplinary Action \(Merit System\)](#)[Unauthorized Release Of Confidential/Privileged Information](#)[Temporary Athletic Team Coaches](#)[Temporary Athletic Team Coaches](#)[Personnel Files](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Unauthorized Release Of Confidential/Privileged Information](#)[Temporary Athletic Team Coaches](#)[Temporary Athletic Team Coaches](#)[Child Care And Development](#)[Child Care And Development](#)[Before/After School Programs](#)[Before/After School Programs](#)[Preschool/Early Childhood Education](#)[Preschool/Early Childhood Education](#)[Extracurricular And Cocurricular Activities](#)[Extracurricular And Cocurricular Activities](#)[Disclosure Of Confidential/Privileged Information](#)

Exhibit 4312.5-E(1): Criminal Record Check

Status: DRAFT

Original Adopted Date: Pending

**SAMPLE EMPLOYEE STATEMENT FORM
USE OF CRIMINAL JUSTICE INFORMATION**

As an employee/volunteer of _____ School District, you may have access to confidential criminal record information which is controlled by state and federal statutes. Misuse of such information may adversely affect the individual's civil rights and violate constitutional rights of privacy. Penal Code 502 prescribes the penalties relating to computer crimes. Penal Code 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be disseminated. Penal Code 11140-11144 and 13301-13305 prescribe penalties for misuse of criminal history information. Government Code 6200 prescribes felony penalties for misuse of public records. Penal Code 11142 and 13300 state:

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."

Civil Code 1798.53, Invasion of Privacy, states:

"Any person who intentionally discloses information, not otherwise public, which they know or should reasonably know was obtained from personal or confidential information maintained by a state agency or from records within a system of records maintained by a federal government agency, shall be subject to a civil action, for invasion of privacy, by the individual."

CIVIL, CRIMINAL, AND ADMINISTRATIVE PENALTIES:

- Penal Code 11141: DOJ furnishing to unauthorized person (misdemeanor)
- Penal Code 11142: Authorized person furnishing to other (misdemeanor)
- Penal Code 11143: Unauthorized person in possession (misdemeanor)
- California Constitution, Article I, Section 1 (Right to Privacy)
- Civil Code 1798.53, Invasion of Privacy
- Title 18 USC 641, 1030, 1951, and 1952

Any employee who is responsible for such misuse may be subject to immediate dismissal. Violations of this law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF CRIMINAL RECORD INFORMATION.

Signature _____ Date _____

Printed Name _____ Title _____

Name of District _____

PLEASE NOTE: Do not return this form to the DOJ. Your Custodian of Records should maintain these forms.

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
11 CCR 701-708	Criminal offender record information
11 CCR 720-724	Incomplete criminal history information

State

11 CCR 994-994.15
 Ed. Code 44010
 Ed. Code 44011
 Ed. Code 44332-44332.6
 Ed. Code 44346.1
 Ed. Code 44830.1
 Ed. Code 44830.2
 Ed. Code 44836
 Ed. Code 44932
 Ed. Code 45122.1
 Ed. Code 45125
 Ed. Code 45125.01
 Ed. Code 45125.5
 Ed. Code 45126
 Ed. Code 49024
 Gov. Code 12954
 H&S Code 11350
 H&S Code 11377
 Pen. Code 11075-11081
 Pen. Code 11102.2
 Pen. Code 11105
 Pen. Code 11105.2
 Pen. Code 11105.3
 Pen. Code 11140-11144
 Pen. Code 1192.7
 Pen. Code 1203.4
 Pen. Code 1203.425
 Pen. Code 13300-13305
 Pen. Code 667.5

Management Resources

Court Decision
 Website
 Website
 Website

Cross References

1240

Description

Certification of individuals who take fingerprint impressions
[Sex offense; definitions](#)
[Controlled substance offense](#)
[Temporary certificate of clearance](#)
[Applicants for credential; conviction of a violent or serious felony](#)
[Criminal record summary; certificated employees](#)
[Certificated employees; interagency agreement for sharing criminal record information](#)
[Employment of certificated persons convicted of sex offense or controlled substance offense](#)
[Grounds for dismissal of permanent employees](#)
[Classified employees; conviction of a violent or serious felony](#)
[Use of personal identification cards to ascertain conviction of crime](#)
[Interagency agreements for criminal record information](#)
[Automated records check](#)
[Duty of Department of Justice to furnish information](#)
[Activity Supervisor Clearance Certificate](#)
[Employment discrimination; cannabis use](#)
[Offenses Involving Controlled Substances Formerly Classified as Narcotics](#)
[Offenses Involving Controlled Substances Formerly Classified as Restricted Dangerous Drugs](#)
[Criminal record dissemination](#)
[Maintenance of criminal offender records; custodian of records](#)
[Access to criminal history information](#)
[Subsequent arrest notification](#)
[Record of conviction involving sex crimes, drug crimes or crimes of violence](#)
[Furnishing of state criminal history information](#)
[Plea bargaining limitation](#)
[Dismissal of conviction](#)
[Conviction relief](#)
[Local summary criminal history information](#)
[Prior prison terms; enhancement of prison terms](#)

Description

Central Valley Chapter of the 7th Step Foundation Inc. v. Evelle J. Younger (1989) 214 Cal. App. 3d 145
[CSBA District and County Office of Education Legal Services](#)
[Office of the Attorney General, Department of Justice, Background Checks](#)
[CSBA](#)

Description

[Volunteer Assistance](#)

Cross References

1240

1340

1340

2120

3515.3

3515.3

3580

3580

4112

4112.2

4112.2

4112.6

4112.9

4112.9-E PDF(1)

4112.9-E PDF(2)

4112.9-E PDF(3)

4112.9-E(1)

4112.9-E(2)

4116

4116

4118

4118

4119.23

4121

4121

4127

4127

4200

4200

4212

4212.6

4212.9

4212.9-E PDF(1)

4212.9-E PDF(2)

4212.9-E PDF(3)

4212.9-E(1)

4218

4218

4218.1

4218.1

Description[Volunteer Assistance](#)[Access To District Records](#)[Access To District Records](#)[Superintendent Recruitment And Selection](#)[District Police/Security Department](#)[District Police/Security Department](#)[District Records](#)[District Records](#)[Appointment And Conditions Of Employment](#)[Certification](#)[Certification](#)[Personnel Files](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Probationary/Permanent Status](#)[Probationary/Permanent Status](#)[Dismissal/Suspension/Disciplinary Action](#)[Dismissal/Suspension/Disciplinary Action](#)[Unauthorized Release Of Confidential/Privileged Information](#)[Temporary/Substitute Personnel](#)[Temporary/Substitute Personnel](#)[Temporary Athletic Team Coaches](#)[Temporary Athletic Team Coaches](#)[Classified Personnel](#)[Classified Personnel](#)[Appointment And Conditions Of Employment](#)[Personnel Files](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Dismissal/Suspension/Disciplinary Action](#)[Dismissal/Suspension/Disciplinary Action](#)[Dismissal/Suspension/Disciplinary Action \(Merit System\)](#)[Dismissal/Suspension/Disciplinary Action \(Merit System\)](#)

Cross References

4219.23

4227

4227

4312.6

4312.9

4312.9-E PDF(1)

4312.9-E PDF(2)

4312.9-E PDF(3)

4312.9-E(1)

4319.23

4327

4327

5148

5148

5148.2

5148.2

5148.3

5148.3

6145

6145

9011

Description[Unauthorized Release Of Confidential/Privileged Information](#)[Temporary Athletic Team Coaches](#)[Temporary Athletic Team Coaches](#)[Personnel Files](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Unauthorized Release Of Confidential/Privileged Information](#)[Temporary Athletic Team Coaches](#)[Temporary Athletic Team Coaches](#)[Child Care And Development](#)[Child Care And Development](#)[Before/After School Programs](#)[Before/After School Programs](#)[Preschool/Early Childhood Education](#)[Preschool/Early Childhood Education](#)[Extracurricular And Cocurricular Activities](#)[Extracurricular And Cocurricular Activities](#)[Disclosure Of Confidential/Privileged Information](#)

Regulation 4319.12: Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

Status: DRAFT

Original Adopted Date: 02/18/2021

Harmony Union School District

Administrative Regulation 4319.12: Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

Status: PENDING

Original Adopted Date: | **Last Revised Date:** | **Last Reviewed Date:**

The district does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX of the Education Amendments of 1972 ("Title IX") and its regulations, including in employment.

The grievance procedures described in this regulation have been adopted by the district to provide for the prompt and equitable resolution of allegations that a district employee, while participating in or attempting to participate in a district education program or activity, was subjected to discrimination on the basis of sex, including but not limited to, sex-based harassment, retaliation, or other conduct prohibited by Title IX.

This regulation only applies to alleged incidents that occurred on or after August 1, 2024. For alleged incidents of sex discrimination or sexual harassment that occurred prior to August 1, 2024, the procedures that applied at the time of the alleged incident should be used.

This regulation applies to any district education program or activity, including but not limited to, events occurring on school property, during any school-related or school-sponsored activity, on school-sponsored transportation, and/or where the district has disciplinary authority.

Allegations that a district student was subjected to conduct prohibited by Title IX shall be addressed using the grievance procedures in Administrative Regulation ("AR") 5145.71.

Definitions

Complaint means an oral or written request to the district that objectively can be understood as a request for the district to investigate and make a determination about alleged discrimination under Title IX or its regulations. (34 CFR 106.02)

Complainant means: (1) a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations; or (2) a person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations and who was participating or attempting to participate in the district's education program or activity at the time of the alleged sex discrimination. (34 CFR 106.02)

Party means a complainant or respondent. (34 CFR 106.02)

Peer retaliation means retaliation by a student against another student. (34 CFR 106.02)

Pregnancy or related conditions means: (1) pregnancy, childbirth, termination of pregnancy, or lactation; (2) medical conditions related to pregnancy, childbirth, termination of pregnancy, or lactation; or (3) recovery from pregnancy, childbirth, termination of pregnancy, lactation, or related medical conditions. (34 CFR 106.02)

Respondent means a person who is alleged to have violated the district's prohibition on sex discrimination. (34 CFR 106.02)

Retaliation means intimidation, threats, coercion, or discrimination against any person by the district, a student, or an employee or other person authorized by the district to provide aid, benefit, or service under the district's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this part, including in an informal resolution process, in grievance procedures, and in any other actions taken by the district under 34 CFR 106.44 (f)(1). This provision does not limit the district's ability to require an employee to participate as a witness in, or otherwise

assist with, a Title IX investigation or proceeding. (34 CFR 106.02)

Sex discrimination includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. Sex-based harassment is a form of sex discrimination. (34 CFR 106.02, 106.10)

Sex-based harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity, that is (34 CFR 106.02):

1. *Quid pro quo harassment*. An employee, agent, or other person authorized by the district to provide an aid, benefit, or service under the district's education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct;
2. *Hostile environment harassment*. Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the district's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
 - i. The degree to which the conduct affected the complainant's ability to access the district's education program or activity;
 - ii. The type, frequency, and duration of the conduct;
 - iii. The parties' ages, roles within the district's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
 - iv. The location of the conduct and the context in which the conduct occurred; and
 - v. Other sex-based harassment in the district's education program or activity; or
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 34 CFR 106.2.

Supportive measures means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a Complainant or Respondent, not for punitive or disciplinary reasons, and without fee or charge to the Complainant or Respondent to (34 CFR 106.02):

1. Restore or preserve that party's access to the district's education program or activity, including measures that are designed to protect the safety of the parties or the district's educational environment; or
2. Provide support during the district's grievance procedures or during an informal resolution process.

General Title IX Requirements

When implementing the district's Title IX grievance procedures, the Title IX Coordinator shall ensure compliance with the following requirements (34 CFR 106.45, 106.44):

1. That Complainants and Respondents are treated equitably.
2. That the Title IX Coordinator, investigator, decisionmaker, appeal decisionmaker, and any facilitator of an informal resolution process do not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. Such persons shall also receive training in accordance with 34 CFR 106.8. A decisionmaker may be the same person as the Title IX Coordinator or investigator.
3. That the Respondent is presumed not responsible for the alleged sex discrimination until a determination is made at the conclusion of these grievance procedures.
4. That discipline is not imposed on a Respondent for sex discrimination prohibited by Title IX or its regulations unless there is a determination at the conclusion of these grievance procedures that the Respondent engaged in prohibited sex discrimination.
5. That reasonable steps are taken to protect the privacy of the parties and witnesses during the grievance procedures. These steps shall not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses (subject to the district's prohibition on peer retaliation); consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures.
6. That all relevant and permissible evidence – including both inculpatory and exculpatory evidence – is objectively evaluated and that credibility determinations are not based on a person's status as a Complainant, Respondent, or witness.
7. That all evidence considered impermissible or privileged under 34 CFR 106.45(b) is excluded.

The district prohibits retaliation against an individual for reporting suspected sex discrimination, making a Complaint, being a witness, or otherwise participating in a Title IX investigation or proceeding. Retaliation is illegal under federal and state nondiscrimination laws, prohibited by Board policy, and will result in disciplinary action.

The district shall not disclose personally identifiable information obtained in the course of complying with Title IX regulations, except: (1) when the district has obtained prior written consent from a person with the legal right to consent to the disclosure; (2) when the information is disclosed to a parent, guardian, or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue; (3) to carry out the purposes of the Title IX regulations, including action taken to address conduct that reasonably may constitute sex discrimination under Title IX in the district's education program or activity; (4) as required by federal law, federal regulations, or the terms and conditions of a federal award, including a grant award or other funding agreement; or (5) to the extent such disclosures are not otherwise in conflict with Title IX or its regulations, when required by state or local law or when permitted under FERPA, 20 U.S.C. 1232g, or its implementing regulations, 34 CFR part 99. (34 CFR 106.44(j))

If the Respondent is a student with a disability, the Title IX Coordinator or designee shall consult with one or more members, as appropriate, of the student's individualized education program (IEP) or 504 team, to determine how to comply with the requirements of the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973.

Title IX Coordinator

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX. The Title IX Coordinator(s) may be contacted at::

Matthew Morgan, Superintendent-Principal
1935 Bohemian Highway
Occidental, CA 94565
Phone (707) 874-1205
mmorgan@harmonyusd.org

Duty to Report Prohibited Conduct

An employee shall notify the Title IX Coordinator within one (1) workday when the employee has information about conduct that reasonably may constitute sex discrimination, including but not limited to sex-based harassment, under Title IX or its regulations. (34 CFR 106.44(c))

The Title IX Coordinator shall monitor the district's education programs and activities for barriers to reporting information about conduct that reasonably may constitute sex discrimination under Title IX or its regulations and take steps reasonably calculated to address such barriers. (34 CFR 106.44(b))

When notified of conduct that reasonably may constitute sex discrimination under Title IX and its regulations, including but not limited to sex-based harassment, the Title IX coordinator shall (34 CFR 106.44(f)):

1. Contact the Complainant and/or the individual who reported the conduct to provide information regarding the district's grievance procedures and any informal resolution process, if available and appropriate; offer supportive measures as appropriate; and determine how they wish to proceed; and
2. If a Complaint is made, notify the Respondent of the grievance procedures and any informal resolution process, if available and appropriate, and coordinate supportive measures, as appropriate, for the Respondent.

Complaints

The following people have a right to make a Complaint of sex discrimination, including a Complaint of sex-based harassment, requesting that the district investigate and make a determination about alleged discrimination under Title IX (34 CFR 106.45(a), 106.02):

1. A Complainant;
2. An authorized legal representative with the legal right to act on behalf of a Complainant; or
3. The district's Title IX Coordinator or designee.

With respect to complaints of sex discrimination other than sex-based harassment, in addition to the people listed above, the following persons have a right to make a Complaint (34 CFR 106.45(a)):

1. Any student or employee; or

2. Any person other than a student or employee who was participating or attempting to participate in a district education program or activity at the time of the alleged sex discrimination.

In the absence of a Complaint or the withdrawal of any or all of the allegations in a Complaint, and in the absence or termination of an informal resolution process, the Title IX Coordinator, when notified of conduct that reasonably may constitute sex discrimination, shall determine whether to initiate a Complaint of sex discrimination. To make this fact-specific determination, the Title IX Coordinator must consider, at a minimum, the following factors (34 CFR 106.44(f)):

1. The Complainant's request not to proceed with initiation of a Complaint;
2. The Complainant's reasonable safety concerns regarding initiation of a Complaint;
3. The risk that additional acts of sex discrimination would occur if a Complaint is not initiated;
4. The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a Respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;
5. The age and relationship of the parties, including whether the Respondent is an employee of the district;
6. The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;
7. The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and
8. Whether the district could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

If, after considering these and other relevant factors, the Title IX Coordinator determines that the conduct as alleged presents an imminent and serious threat to the health or safety of the Complainant or other person, or that the conduct as alleged prevents the district from ensuring equal access on the basis of sex to its education program or activity, the Title IX Coordinator may initiate a Complaint. (34 CFR 106.44(f))

If the Title IX Coordinator initiates a Complaint, the Title IX Coordinator shall notify the Complainant of the Complaint prior to doing so, as well as provide other notices as required by the Title IX regulations at specific points in the grievance procedures, and appropriately address reasonable concerns about the Complainant's safety or the safety of others, including by providing supportive measures. (34 CFR 106.44(f))

Regardless of whether a Complaint is initiated, the Title IX Coordinator shall take other appropriate prompt and effective steps, in addition to steps necessary to effectuate the remedies provided to an individual Complainant, if any, to ensure that sex discrimination does not continue or recur within the district's education program or activity. (34 CFR 106.44(f))

Complaints of sex discrimination may be consolidated when they arise out of the same facts or circumstances, including Complaints against more than one Respondent, Complaints by more than one Complainant, or Complaints by one party against another party. (34 CFR 106.45(e))

Initial Evaluation

Upon receipt of a Complaint, the Title IX Coordinator or designee shall conduct a prompt initial evaluation to determine whether to dismiss or investigate a complaint, within the timeline specified in the section below titled "Timelines for Grievance Procedures."

The Title IX Coordinator or designee may dismiss a Complaint of sex discrimination if (34 CFR 106.45(d)):

1. The district is unable to identify the Respondent after taking reasonable steps to do so;
2. The Respondent is not participating in a district education program or activity and is not employed by the district;
3. The Complainant voluntarily withdraws any or all of the allegations in the Complaint, the Title IX Coordinator declines to initiate a complaint, and the Title IX Coordinator determines that, without the Complainant's withdrawn allegations, the conduct that remains alleged in the Complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
4. The Title IX Coordinator or designee determines the conduct alleged in the Complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the Complaint, the Title IX Coordinator or designee shall make reasonable efforts to clarify the allegations with the Complainant.

Upon dismissal, the Title IX Coordinator or designee shall promptly notify the Complainant of the basis for the dismissal. If the dismissal occurs after the Respondent has been notified of the allegations, then the Title IX Coordinator or designee shall also notify the Respondent of the dismissal and the basis for the dismissal promptly following notification to the Complainant, or simultaneously if notification is in writing. (34 CFR 106.45(d))

The Title IX Coordinator or designee shall notify the Complainant that a dismissal may be appealed and shall provide the Complainant with an opportunity to appeal the dismissal of a Complaint. If the dismissal occurs after the Respondent has been notified of the allegations, then the Title IX Coordinator or designee shall also notify the Respondent that the dismissal may be appealed. Dismissals may be appealed on the following bases (34 CFR 106.45(d)):

1. Procedural irregularity that would change the outcome;
2. New evidence that would change the outcome and that was not reasonably available when the dismissal was made; and
3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that would change the outcome.

If the dismissal is appealed, the Title IX Coordinator or designee shall (34 CFR 106.45(d)):

1. Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the Respondent;
2. Implement appeal procedures equally for the parties;
3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the Complaint;

4. Ensure that the decisionmaker for the appeal has been trained consistent with 34 CFR 106.8;
5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and
6. Notify the parties of the result of the appeal and the rationale for the result.

When a Complaint is dismissed, the Title IX Coordinator or designee shall, at a minimum, undertake the following: (1) offer supportive measures to the Complainant as appropriate; (2) if the Respondent has been notified of the allegations, offer supportive measures to the Respondent as appropriate; and (3) take other prompt and effective steps, as appropriate, to ensure that sex discrimination does not continue or recur within a district education program or activity. (34 CFR 106.45(d))

If a Complaint is dismissed, or in the absence of a Complaint, the conduct may still be addressed pursuant to other board policies or district regulations where applicable, including but not limited to AR 4030.

If after an initial evaluation the Complaint is *not* dismissed, the Title IX Coordinator shall either initiate the district's grievance procedures or, if available and appropriate and requested by all the parties, an informal resolution process as specified in the section below titled "Informal Resolution Process." (34 CFR 106.44(f))

Notice of Allegations

Upon initiation of the district's Title IX grievance procedures, the Title IX Coordinator or designee shall notify the known parties in writing of the following (34 CFR 106.45(c)):

1. The district's Title IX grievance procedures and any informal resolution process;
2. Sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination, and the date(s) and location(s) of the alleged incident(s);
3. A statement that retaliation is prohibited; and
4. A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence. If a description of the evidence is provided, the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party.

If, in the course of an investigation, the Title IX Coordinator or designee decides to investigate additional allegations of sex discrimination by the Respondent toward the Complainant that are not included in the notice provided or that are included in a Complaint that is consolidated, the Title IX Coordinator or designee shall notify the known parties of the additional allegations. (34 CFR 106.45(c))

Investigation Procedures

The Title IX Coordinator or designee shall designate an investigator and a decisionmaker to determine whether sex discrimination occurred. The investigator may be the same person as the decisionmaker. Neither the investigator nor the decisionmaker may have a conflict of interest or bias and both shall have received training in accordance with 34 CFR 106.8.

The designated investigator shall conduct an investigation that is adequate, reliable, and impartial by (34 CFR

106.45(b), (f)):

1. Ensuring that the burden is on the district's investigator – not on the parties – to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred.
2. Ensuring that the parties have an equal opportunity to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible.
3. Reviewing all evidence gathered through the investigation and determining what evidence is relevant and what evidence is impermissible regardless of relevance.
4. Excluding the following types of evidence as impermissible, including questions seeking such evidence:
 - a. Evidence that is protected under a privilege recognized by Federal or State law unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
 - b. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the district obtains that party's or witness's voluntary, written consent for use in its grievance procedures; and
 - c. Evidence that relates to the Complainant's sexual interests or prior sexual conduct, unless evidence about the Complainant's prior sexual conduct is offered to prove that someone other than the Respondent committed the alleged conduct or is evidence about specific incidents of the Complainant's prior sexual conduct with the Respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the Complainant and Respondent does not by itself demonstrate or imply the Complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.
5. Providing each party with an equal opportunity to access the evidence that is relevant to the allegations of sex discrimination and not otherwise impermissible, by:
 - a. Providing an equal opportunity to access such evidence, or an accurate description of this evidence.

If the parties are provided with a description of the evidence, the designated investigator shall, upon the request of any party, provide the parties with an equal opportunity to access the relevant and not otherwise impermissible evidence.

- b. Providing a reasonable opportunity to respond to the evidence or the accurate description of the evidence for a period of five (5) calendar days, unless such review period is voluntarily waived by both parties.
- c. Taking reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. Disclosures of such information and

evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.

Employees are required to participate as a witness in, or otherwise assist with, an investigation under this regulation.

The investigator shall complete the investigation within the timeline specified in the section below titled “Timelines for Grievance Procedures.”

At the completion of the investigation, the investigator shall provide to the parties an evidence review period as specified in the section below titled “Timelines for Grievance Procedures.”

Written Decision

At the completion of the investigation, if the designated investigator is not the decisionmaker, the investigator shall provide all of the relevant and not otherwise impermissible evidence obtained in the investigation to the decisionmaker.

If credibility is both in dispute and relevant to evaluating one or more allegations of sex discrimination, the district must ensure that the decisionmaker is able to question parties and witnesses to adequately assess credibility. Credibility determinations shall not be based on a person’s status as a Complainant, Respondent, or witness. (34 CFR 106.45(b), (g))

The decisionmaker shall apply the preponderance of the evidence standard to make a determination as to whether sex discrimination occurred. If the decisionmaker is not persuaded under the preponderance of the evidence standard that sex discrimination occurred, the decisionmaker must not determine that sex discrimination occurred. (34 CFR 106.45(b), 106.45(h))

The district shall notify the parties in writing of the determination whether sex discrimination occurred under Title IX including the rationale for such determination, and the procedures and permissible bases for the Complainant and Respondent to appeal. (34 CFR 106.45(h))

The written decision shall be issued to the parties within the timeline specified in the section below titled “Timelines for Grievance Procedures.”

Appeals

Either party may appeal the determination of a Complaint on one of the following bases:

1. Procedural irregularity that would change the outcome;
2. New evidence that would change the outcome and that was not reasonably available when the determination or dismissal was made; or
3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

An appeal must be made in writing to the Title IX Coordinator within five (5) days of the issuance of the written determination and must state the basis for the appeal.

Upon receipt of an appeal, the Title IX Coordinator shall promptly notify the other party of the appeal, and that other party shall have five (5) calendar days to respond to the request for an appeal.

The Superintendent or designee shall designate an appeal decisionmaker to hear the appeal. The appeal decisionmaker shall not have a conflict of interest or bias and shall not have been previously involved in the grievance procedures, including any informal resolution process, for the Complaint.

An appeal decision shall be issued in writing to both parties within the timeline specified in the section below titled "Timelines for Grievance Procedures."

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

In addition to filing a sex discrimination or sex-based harassment complaint with the district through the grievance procedures in this regulation, a person may file a complaint with either the California Civil Rights Department (CRD) or the Equal Employment Opportunity Commission (EEOC) as described in AR 4030.

Timelines for Grievance Procedures

The district's Title IX grievance procedures shall be completed within the following timelines, unless extended as specified below, or as otherwise permitted by law:

1. The Title IX Coordinator shall make an initial evaluation to determine whether to dismiss or investigate a Complaint within seven (7) calendar days of receipt of a Complaint;
2. The investigation shall be completed within sixty (60) calendar days from receipt of the Complaint;
3. If the district offers an informal resolution process as provided under this regulation, and the parties voluntarily engage in such a process, the timelines otherwise provided in this regulation shall exclude the time spent in the informal resolution process;
4. At the completion of the investigation, the parties shall be provided with the evidence or an accurate description of the evidence, and a reasonable opportunity to respond to the evidence or the accurate description of the evidence, for a period of five (5) calendar days, unless such review period is voluntarily waived by both parties;
5. A written decision shall be sent to the parties within ten (10) calendar days of the completion of the evidence review period;
6. Any requests for an appeal shall be made within five (5) calendar days of the date the written decision is sent to the parties;
7. Any response from a party to the request for an appeal shall be submitted within five (5) calendar days after receiving notice of the appeal;
8. An appeal decision shall be issued within fifteen (15) calendar days of receipt of the request for an appeal.

Any timelines specified in this regulation may be subject to reasonable extensions on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. (34 CFR 106.45(b))

Supportive Measures

When notified of conduct that reasonably may constitute sex discrimination under Title IX, the Title IX Coordinator

or designee shall offer and coordinate supportive measures as appropriate for the Complainant and/or Respondent to restore or preserve that person's access to district education programs or activities or provide support during the district's Title IX grievance procedures or during an informal resolution process. Supportive measures may include: counseling; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in work, regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment. (34 CFR 106.44(g))

If the Respondent is a student with a disability, the Title IX Coordinator or designee shall consult with one or more members, as appropriate, of the student's Individualized Education Program (IEP) team or 504 team, if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44(g))

Supportive measures must not unreasonably burden either party and must be designed to protect the safety of the parties or the district's educational environment, or to provide support during the district's grievance procedures or during any informal resolution process. A district must not impose such measures for punitive or disciplinary reasons. (34 CFR 106.44(g))

A Complainant or Respondent shall be provided with a timely opportunity to seek, from an appropriate and impartial employee, modification or reversal of the decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee must be someone other than the employee who made the challenged decision and must have authority to modify or reverse the decision, if the impartial employee determines that the decision to provide, deny, modify, or terminate the supportive measure was inconsistent with the definition of supportive measures in 34 CFR 106.2. A Complainant or Respondent shall also be provided with the opportunity to seek additional modification or termination of a supportive measure applicable to them if circumstances change materially. (34 CFR 106.44(g))

Upon the conclusion of the grievance procedures or any informal resolution process, the district may continue with the supportive measures, or modify or terminate such measures, as appropriate. (34 CFR 106.44(g))

Information about any supportive measures shall not be disclosed to persons other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless necessary to provide the supportive measure or restore or preserve a party's access to the education program or activity, or when an exception in 34 CFR 106.44 applies. (34 CFR 106.44(g))

Emergency Removal from School

Discipline shall not be imposed on a Respondent for sex discrimination prohibited by Title IX or its regulations unless there is a determination at the conclusion of these grievance procedures that the Respondent engaged in prohibited sex discrimination. However, the district may remove a student Respondent from the district's education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of a Complainant or any students, employees, or other persons arising from the allegations of sex discrimination justifies removal, and provides the Respondent with notice and an opportunity to challenge the decision immediately following the removal. A student with a disability may only be removed from school on an emergency basis in accordance with the IDEA and/or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44(h))

If a district employee is the Respondent, the employee may be placed on administrative leave during the pendency of the grievance process where permitted by law and any applicable collective bargaining agreement.

Informal Resolution

At any time prior to determining whether sex discrimination occurred under these procedures, the district may offer an informal resolution process to the parties if appropriate. However, the district shall not offer an informal resolution process for allegations that an employee engaged in sex-based harassment of a student. (34 CFR 106.44(k))

The district has discretion to determine whether it is appropriate to offer an informal resolution process to the parties when it receives information about conduct that reasonably may constitute sex discrimination or when a Complaint of sex discrimination is made, and may decline to offer informal resolution despite one or more of the parties' wishes. Circumstances when the district may decline to allow informal resolution include but are not limited to when the district determines the alleged conduct would present a future risk of harm to others. (34 CFR

106.44(k))

The district shall not require or pressure the parties to participate in an informal resolution process. The district shall obtain the parties' voluntary consent to the informal resolution process and shall not require waiver of the right to an investigation and determination of a Complaint as a condition of enrollment or continuing enrollment, or employment or continuing employment, or exercise of any other right. (34 CFR 106.44(k))

The facilitator for the informal resolution process shall not be the same person as the investigator or the decisionmaker in the district's grievance procedures. Any person designated by the district to facilitate an informal resolution process shall not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. Any person facilitating informal resolution shall receive training under 34 CFR 106.8. (34 CFR 106.44(k))

Before initiation of an informal resolution process, the district must provide to the parties notice that explains (34 CFR 106.44(k)):

1. The allegations;
2. The requirements of the informal resolution process;
3. That, prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and to initiate or resume the district's grievance procedures;
4. That the parties' agreement to a resolution at the conclusion of the informal resolution process would preclude the parties from initiating or resuming grievance procedures arising from the same allegations;
5. The potential terms that may be requested or offered in an informal resolution agreement (including notice that an informal resolution agreement is binding only on the parties), which could include but are not limited to:
 - a. Restrictions on contact; and
 - b. Restrictions on the Respondent's participation in one or more of the district's programs or activities or attendance at specific events, including restrictions the district could have imposed as remedies or disciplinary sanctions had the district determined at the conclusion of the district's grievance procedures that sex discrimination occurred.
6. What information the district shall maintain and whether and how the district could disclose such information for use in grievance procedures, if grievance procedures are initiated or resumed.

Any informal resolution agreement reached under this process shall not prevent or restrict the disclosure of factual information. (Civ. Proc. Code 1001)

If the district provides the parties with an informal resolution process, the Title IX Coordinator must, to the extent necessary, take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the district's education program or activity. (34 CFR 106.44(k))

Remedies

If there is a determination that sex discrimination occurred, the Title IX Coordinator shall, as appropriate, coordinate the provision and implementation of remedies to a Complainant and other persons the district identifies as having had equal access to the district's education program or activity limited or denied by sex discrimination; coordinate the imposition of any disciplinary sanctions on a Respondent, including notification to the Complainant of any such disciplinary sanctions; and take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the district's education program or activity. (34 CFR 106.45(h))

If there is a determination that sex-based harassment occurred, the district may provide remedies to the Complainant that include but are not limited to referral to counseling services, referral to an Employee Assistance Program, contact limitations between the parties, or adjustments to assignments and/or schedules.

Corrective/Disciplinary Actions

The district may not impose discipline on a Respondent for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the district's grievance procedures that the Respondent engaged in prohibited sex discrimination. (34 CFR 106.45(h))

When an employee is found to have committed prohibited sex discrimination or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal.

The district shall not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the district's determination of whether sex discrimination, including sex-based harassment, occurred. (34 CFR 106.45)

Recordkeeping

The Superintendent or designee shall maintain the following for at least a period of seven years (34 CFR 106.8):

1. For each Complaint of sex discrimination, records documenting the informal resolution process (if any) or the grievance procedures and the resulting outcome;
2. For each notification the Title IX Coordinator receives of information about conduct that reasonably may constitute sex discrimination under Title IX or its regulations, records documenting the actions the district took to meet its obligations under 34 CFR 106.44, including supportive measures offered and implemented; and
3. All materials used to provide training under 34 CFR 106.8. The district shall make these training materials available upon request for inspection by members of the public.

For complaints containing allegations of childhood sexual assault within the meaning of Code of Civil Procedure 340.1, the Superintendent or designee shall also indefinitely maintain the following:

1. A record of the allegation(s);
2. A record of the investigation procedures followed;
3. A record of the written determination;
4. A record of the corrective action implemented, if any;

- 5. A record of any appeals and the outcome of the same; and
- 6. All training materials addressing the prohibition and investigation of childhood sexual assault.

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships
Ed. Code 200-270	Prohibition of discrimination
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48985	Notices to parents in language other than English
Gov. Code 12950.1	Sexual harassment training
Federal	Description
20 USC 1092	Definition of sexual assault
20 USC 1221	Application of laws
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs
34 CFR 99.1-99.67	Family Educational Rights and Privacy
34 USC 12291	Definition of dating violence, domestic violence, and stalking
42 USC 1983	Civil action for deprivation of rights
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
U.S. DOJ, FBI Publication	National Incident-Based Reporting System
Management Resources	Description
Court Decision	Reese v. Jefferson School District (2000, 9th Cir.) 208 F.3d 736
Court Decision	Davis v. Monroe County Board of Education (1999) 526 U.S. 629
Court Decision	Gebser v. Lago Vista Independent School District (1998) 524 U.S. 274
Court Decision	Oona by Kate S. v. McCaffrey (1998, 9th Cir.) 143 F.3d 473
Court Decision	Doe v. Petaluma City School District (1995, 9th Cir.) 54 F.3d 1447
Court Decision	Donovan v. Poway Unified School District (2008) 167 Cal.App.4th 567
Court Decision	Flores v. Morgan Hill Unified School District (2003, 9th Cir.) 324 F.3d 1130
Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, April 29, 2024, Vol. 89, No. 83, pages 33474-33896
Website	U.S. Department of Justice, Federal Bureau of Investigation

Management Resources

Website

Website

Website

Website

Description

[CSBA District and County Office of Education Legal Services](#)

[CSBA](#)

[California Department of Education](#)

[U.S. Department of Education, Office for Civil Rights](#)

Cross References

0410

1312.3

1312.3

1312.3-E PDF(1)

1312.3-E PDF(2)

1313

3580

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3600

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4030

4033

4117.7

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4118

4119.11

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4131

4218

4218

4219.11

4219.11

4317.7

4319.11

4319.11

5145.7

5145.7

Description

[Nondiscrimination In District Programs And Activities](#)

[Uniform Complaint Procedures](#)

[Uniform Complaint Procedures](#)

[Uniform Complaint Procedures](#)

[Uniform Complaint Procedures](#)

[Civility](#)

[District Records](#)

[District Records](#)

[Consultants](#)

[Nondiscrimination In Employment](#)

[Nondiscrimination In Employment](#)

[Lactation Accommodation](#)

[Employment Status Reports](#)

[Dismissal/Suspension/Disciplinary Action](#)

[Dismissal/Suspension/Disciplinary Action](#)

[Sex Discrimination and Sex-Based Harassment](#)

[Sex Discrimination and Sex-Based Harassment](#)

[Staff Development](#)

[Dismissal/Suspension/Disciplinary Action](#)

[Dismissal/Suspension/Disciplinary Action](#)

[Sex Discrimination and Sex-Based Harassment](#)

[Sex Discrimination and Sex-Based Harassment](#)

[Employment Status Reports](#)

[Sex Discrimination and Sex-Based Harassment](#)

[Sex Discrimination and Sex-Based Harassment](#)

[Sex Discrimination and Sex-Based Harassment](#)

[Sex Discrimination and Sex-Based Harassment](#)

Policy 4340: Bargaining Units

Status: DRAFT

Original Adopted Date: 10/18/2018 | **Last Revised Date:** 12/13/2023

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative for the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with the exclusive representative and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons, insignia, or other pictorial or written messages that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of certificated or classified supervisory employees may only be recognized if the bargaining unit includes all certificated or classified supervisory employees, respectively, and is not represented by the same employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, employees who serve in a management, senior management, or confidential position may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. However, an employee organization representing management, senior management, or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Education Code 45100.5, Government Code 3543.4)

Management employee means an employee in a position having significant responsibilities for formulating district policies or administering district programs. (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

District Communications to Employees

The Superintendent or designee may communicate with district employees regarding their rights to join and/or support or to refrain from joining or supporting an officially recognized employee organization. Such communications shall be factual and accurate and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

The district may disseminate written documents, recorded messages, or other mass communications to actual or perspective employees represented by an exclusive representative concerning their rights to join and/or support, or refrain from joining and/or supporting, an employee organization only after the Superintendent or designee meets and confers with the exclusive representative concerning the content of the mass communication. If the district and exclusive representative do not come to agreement on the content of the mass communication and the district still chooses to disseminate it, the Superintendent or designee shall request that the exclusive representative provide a communication of reasonable length to the district that shall be disseminated to the employees at the same time as the district's own mass communication. (Government Code 3556)

Access to New Employee Orientations

The district shall permit each exclusive representative access to new employee orientation or onboarding process where newly hired employees represented by the exclusive representative are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide the exclusive representative at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided where there is an urgent need critical to the district's operations that was not reasonably foreseeable. (Government Code 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, the structure, time, and manner of access to the new employee orientation shall be subject to compulsory interest arbitration. The district and the exclusive representative may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The arbitrator's decision shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, unless the district and the exclusive representative have agreed otherwise, when the district has not conducted an in-person orientation within 30 days of hiring a new employee, the Superintendent or designee shall permit the exclusive representative to schedule an in-person meeting during employment hours at the new employee's worksite, during which the new employee shall have the opportunity to attend and shall be relieved of other duties for the purpose of attending the meeting. The district shall provide appropriate space at the worksite within seven calendar days of receiving a request from the exclusive representative. (Government Code 3556, 3557)

During this meeting, the exclusive representative shall be permitted to communicate directly with the new employees for up to 30 minutes of paid time. (Government Code 3556)

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), of all employees represented by the exclusive representative on file with the district. An employee's personal email address shall only be disclosed if it used by the employee to conduct district business.

Such information shall be provided within 30 days of hire or by the first pay period of the month following hire for all

new employees represented by the exclusive representative, unless the exclusive representative has agreed to a different interval for the provision of the information. Additionally, the Superintendent or designee shall provide the exclusive representative with the same information for all employees represented by the exclusive representative every 120 days, unless more frequent disclosure is required by agreement with the exclusive representative. (Government Code 3558, 7928.300)

However, the Superintendent or designee shall not disclose: (Government Code 3558, 6205-6210, 6215-6216, 7928.300)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions
2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6205-6210 and 6215-16
3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to the district to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, home telephone number, and personal cell phone number from any mailing list maintained by the district unless the list is only used by the district to contact the employee.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

The Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

Communications with Employees by Employee Organizations

Subject to reasonable regulation by the district, employee organizations shall have access, at reasonable times, to the work areas of employees represented by the employee organization and to district facilities for the purpose of meeting with employees represented by the employee organization. Access may be limited in instances where it would be disruptive to district operations. (Government Code 3543.1)

Additionally, subject to reasonable regulation by the district, employee organizations shall have the ability to use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees represented by the employee organization. (Government Code 3543.1)

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount that has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

When an employee organization has certified to the district that it has and will maintain individual employee authorizations for payroll deductions, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and the employees to whom they apply and shall not handle or process employee written authorizations for the employees represented by such employee organization. The district also shall not require a copy of the written authorization to be submitted by the employee organization, except when there is a dispute about the existence or terms of the written authorization. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization that represents the employee rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the

information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

When an employee organization has declined to certify that it will handle and process written authorizations from employee(s) represented by the employee organization and makes a request for payroll deductions, the district shall request a copy of the written authorization for an employee before making the payroll deductions for that employee. (Education Code 45060, 45168)

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
8 CCR 33015-33490	Recognition of exclusive representative; proceedings
8 CCR 33700-33710	Severance of established unit
Ed. Code 45060-45061.5	Deduction of fees from salary or wage payment; certificated employees
Ed. Code 45100.5	Senior classified management positions
Ed. Code 45104.5	Abolishment of senior classified management positions
Ed. Code 45108.5	Definition of senior classified management employees
Ed. Code 45108.7	Waiver of provisions of Education Code 45108.5
Ed. Code 45168	Deduction of fees from salary or wage payment; classified employees
Ed. Code 45220-45320	Merit system; classified employees
Gov. Code 3500-3511	Local public employee organizations
Gov. Code 3507.7	Representation of temporary employees
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3540.1	Public employment; definitions
Gov. Code 3543.4	Management and confidential positions; representation
Gov. Code 3545	Appropriateness of unit; basis
Gov. Code 3550-3552	Prohibition on public employers deterring or discouraging union membership
Gov. Code 3555-3559	Public employee communication, information and orientation
Gov. Code 53260-53264	Employment contracts
Gov. Code 6205-6210	Confidentiality of addresses for victims of domestic violence, sexual assault, stalking, human trafficking, child abduction, and elder or dependent adult abuse
Gov. Code 6215-6216	Address confidentiality for individuals who face threats or violence because of work for a public entity
Gov. Code 6503.5	Joint powers agencies; agreement
Gov. Code 7928.300	Disclosure of employee contact information to employee organization

Management Resources	Description
Court Decision	County of Los Angeles v. Los Angeles County Employee Relations Commission (2013) 56 Cal. 4th 905
Court Decision	Friedrichs v. California Teachers Association, et al. (2016) 136 S.Ct. 1083
Court Decision	Janus v. American Federation of State, County and Municipal Employees, Council 31 (2018) 138 S.Ct. 2448
Public Employment Relations Board Ruling	Regents of the University of California (2004) PERB Dec. No. 1700-H.

Management Resources

Public Employment Relations Board Ruling
Public Employment Relations Board Ruling
Public Employment Relations Board Ruling
Website
Website
Website
Website
Website
Website
Website

Description

Desert Community College District (2007) PERB Dec. No. 1921
East Whittier School District (2004) PERB Dec. No. 1727
City of Sacramento (2019) PERB Dec. No. 2702
[CSBA District and County Office of Education Legal Services](#)
[California Federation of Teachers](#)
[California Public Employment Relations Board](#)
[California School Employees Association](#)
[California Teachers Association](#)
[Association of California School Administrators](#)
[CSBA](#)

Cross References

0450
0450
0460
0460
1340
1340
1431
4113
4113
4115
4115
4119.1
4119.25
4119.25
4121
4121
4141
4143
4151
4154
4154
4158
4158
4161.2
4219.1
4219.25
4219.25
4241

Description

[Comprehensive Safety Plan](#)
[Comprehensive Safety Plan](#)
[Local Control And Accountability Plan](#)
[Local Control And Accountability Plan](#)
[Access To District Records](#)
[Access To District Records](#)
[Waivers](#)
[Assignment](#)
[Assignment](#)
[Evaluation/Supervision](#)
[Evaluation/Supervision](#)
[Civil And Legal Rights](#)
[Political Activities Of Employees](#)
[Political Activities Of Employees](#)
[Temporary/Substitute Personnel](#)
[Temporary/Substitute Personnel](#)
[Collective Bargaining Agreement](#)
[Negotiations/Consultation](#)
[Employee Compensation](#)
[Health And Welfare Benefits](#)
[Health And Welfare Benefits](#)
[Employee Security](#)
[Employee Security](#)
[Personal Leaves](#)
[Civil And Legal Rights](#)
[Political Activities Of Employees](#)
[Political Activities Of Employees](#)
[Collective Bargaining Agreement](#)

Cross References

4243

4251

4254

4254

4258

4258

4261.2

4300

4300

4301

4312.1

4315

4319.1

4319.25

4319.25

4351

4354

4354

4358

4358

4361.2

9000

9321

9321-E(1)

9321-E(2)

Description[Negotiations/Consultation](#)[Employee Compensation](#)[Health And Welfare Benefits](#)[Health And Welfare Benefits](#)[Employee Security](#)[Employee Security](#)[Personal Leaves](#)[Administrative And Supervisory Personnel](#)[Administrative And Supervisory Personnel](#)[Administrative Staff Organization](#)[Contracts](#)[Evaluation/Supervision](#)[Civil And Legal Rights](#)[Political Activities Of Employees](#)[Political Activities Of Employees](#)[Employee Compensation](#)[Health And Welfare Benefits](#)[Health And Welfare Benefits](#)[Employee Security](#)[Employee Security](#)[Personal Leaves](#)[Role Of The Board](#)[Closed Session](#)[Closed Session](#)[Closed Session](#)

Policy 4357: Employee Safety

Status: DRAFT

Original Adopted Date: 10/20/2016 | Last Revised Date: 02/18/2021

The Governing Board is committed to maximizing employee safety and believes that workplace safety is the responsibility of every employee. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

All employees are expected to use safe work practices and, to the extent possible, correct any unsafe conditions that may occur. If an employee is unable to correct an unsafe condition, the employee shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall establish and implement a written injury and illness prevention program that includes a workplace violence prevention plan and that provides employees with access to such program in accordance with law. (Labor Code 6401.7; 8 CCR 3203)

The Superintendent or designee shall make first aid materials readily available at district workplaces and shall make effective provisions to prepare for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for exercising any right regarding employee safety or health specified in Labor Code 6310, including:

1. Making a report or complaint
2. Instituting proceedings or causing proceedings to be instituted
3. Testifying with regard to employee safety or health
4. Participating in any occupational health and safety committee established pursuant to Labor Code 6401.7
5. Requesting access to injury or illness reports and records
6. Exercising any other right protected by the Occupational Safety and Health Act

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
17 CCR 2508	Reporting of communicable diseases
8 CCR 14000-14316	Occupational injury or illness reports and records
8 CCR 3203	Injury and illness prevention program
8 CCR 3204	Access to employee exposure and medical records
8 CCR 3400	Medical services and first aid
8 CCR 5095-5100	Control of noise exposure
8 CCR 5193	Bloodborne pathogens
Ed. Code 32030-32034	Eye safety

State

Ed. Code 32225-32226
Ed. Code 32280-32289.5
Ed. Code 44984
Gov. Code 3543.2
Lab. Code 1139
Lab. Code 132a
Lab. Code 3300
Lab. Code 6305
Lab. Code 6310
Lab. Code 6325
Lab. Code 6400-6413.5
Lab. Code 6401.7
Lab. Code 6401.9

Description

[Communications devices in classrooms](#)
[School safety plans](#)
[Required rules for industrial accident and illness leave](#)
[Scope of representation](#)
[Worker's rights in emergencies](#)
[Workers' compensation; nondiscrimination](#)
[Definition of employer](#)
[Occupational safety and health standards; special order](#)
[Retaliation for filing complaint prohibited](#)
[Prohibition of entry into place of employment](#)
[Responsibilities and duties of employers and employees](#)
[Injury and illness prevention program](#)
[Workplace violence prevention plans](#)

Federal

17 CFR 2508
29 CFR 1910.1030
29 CFR 1910.95
29 CFR 651-678
8 CFR 14000-14316
8 CFR 3204
8 CFR 5193

Description

Reporting of communicable diseases
[Bloodborne pathogens](#)
[Noise standards](#)
Occupational safety and health
Occupational injury or illness reports and records
Access to employee exposure and medical records
Bloodborne pathogens

Management Resources

CA Department of Industrial Relations Publication	Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2005
Website	CSBA District and County Office of Education Legal Services
Website	National Institute for Occupational Safety and Health
Website	U.S. Department of Labor, Occupational Safety and Health Administration
Website	California Department of Industrial Relations, Occupational Safety and Health
Website	National Hearing Conservation Association
Website	Centers for Disease Control and Prevention
Website	CSBA

Description**Cross References**

0450
0450
3514
3514
3514.1
3514.1

Description

[Comprehensive Safety Plan](#)
[Comprehensive Safety Plan](#)
[Environmental Safety](#)
[Environmental Safety](#)
[Hazardous Substances](#)
[Hazardous Substances](#)

Cross References

3516
3516
3516.5
3530
3530
4112.9
4112.9-E PDF(1)
4112.9-E PDF(2)
4112.9-E PDF(3)
4112.9-E(1)
4112.9-E(2)
4118
4118
4119.41
4119.42
4119.42
4119.42-E PDF(1)
4119.43
4119.43
4131
4156.2
4157.1
4157.2
4158
4158
4161.11
4212.9
4212.9-E PDF(1)
4212.9-E PDF(2)
4212.9-E PDF(3)
4212.9-E(1)
4218
4218
4219.41
4219.42
4219.42
4219.42-E PDF(1)
4219.43
4219.43
4231

Description

[Emergencies And Disaster Preparedness Plan](#)
[Emergencies And Disaster Preparedness Plan](#)
[Emergency Schedules](#)
[Risk Management/Insurance](#)
[Risk Management/Insurance](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Dismissal/Suspension/Disciplinary Action](#)
[Dismissal/Suspension/Disciplinary Action](#)
[Employees With Infectious Disease](#)
[Exposure Control Plan For Bloodborne Pathogens](#)
[Exposure Control Plan For Bloodborne Pathogens](#)
[Exposure Control Plan For Bloodborne Pathogens](#)
[Universal Precautions](#)
[Universal Precautions](#)
[Staff Development](#)
[Awards And Recognition](#)
[Work-Related Injuries](#)
[Ergonomics](#)
[Employee Security](#)
[Employee Security](#)
[Industrial Accident/Illness Leave](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Dismissal/Suspension/Disciplinary Action](#)
[Dismissal/Suspension/Disciplinary Action](#)
[Employees With Infectious Disease](#)
[Exposure Control Plan For Bloodborne Pathogens](#)
[Exposure Control Plan For Bloodborne Pathogens](#)
[Exposure Control Plan For Bloodborne Pathogens](#)
[Universal Precautions](#)
[Universal Precautions](#)
[Staff Development](#)

Cross References

4256.2
4257.1
4257.1
4257.2
4258
4258
4261.11
4312.9
4312.9-E PDF(1)
4312.9-E PDF(2)
4312.9-E PDF(3)
4312.9-E(1)
4319.41
4319.42
4319.42
4319.42-E PDF(1)
4319.43
4319.43
4331
4356.2
4357.1
4357.2
4358
4358
4361.11
5141.22
5141.22
5141.6
5141.6
6142.93

Description

[Awards And Recognition](#)
[Work-Related Injuries](#)
[Work-Related Injuries](#)
[Ergonomics](#)
[Employee Security](#)
[Employee Security](#)
[Industrial Accident/Illness Leave](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employees With Infectious Disease](#)
[Exposure Control Plan For Bloodborne Pathogens](#)
[Exposure Control Plan For Bloodborne Pathogens](#)
[Exposure Control Plan For Bloodborne Pathogens](#)
[Universal Precautions](#)
[Universal Precautions](#)
[Staff Development](#)
[Awards And Recognition](#)
[Work-Related Injuries](#)
[Ergonomics](#)
[Employee Security](#)
[Employee Security](#)
[Industrial Accident/Illness Leave](#)
[Infectious Diseases](#)
[Infectious Diseases](#)
[School Health Services](#)
[School Health Services](#)
[Science Instruction](#)

Regulation 4357: Employee Safety

Status: DRAFT

Original Adopted Date: 10/20/2016

The Superintendent or designee shall provide safety devices and implement safeguards, methods, and processes that are reasonably necessary for the safety and health of employees in the workplace. (Labor Code 6401)

If the Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA) prohibits entry into any district workplace or performance of a district operation or process based on a determination that the workplace exposes employees to the risk of an imminent hazard, including a machine, device, apparatus, or equipment that is in a dangerous condition or is dangerously placed, the Superintendent or designee shall post a notice of the hazard provided by Cal/OSHA in a conspicuous place at the work site. This notice shall not be removed except by an authorized representative of Cal/OSHA and only when the workplace, operation, or process is made safe, and the required safeguards, safety appliances, or devices are provided. (Labor Code 6325)

Injury and Illness Prevention Program

The district's injury and illness prevention program shall cover all district employees and all other workers whom the district controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the district's injury and illness prevention program. (Labor Code 6401.7)

The district's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)

1. The name/position of the person(s) with authority and responsibility for implementing the program
2. A system for ensuring that employees comply with safe and healthful work practices, which may include, but are not limited to:
 - a. Recognition of employees who follow safe and healthful work practices
 - b. Training and retraining programs
 - c. Disciplinary actions
3. A system for communicating with employees in a form readily understandable by all employees on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. The communications system may include, but is not limited to:
 - a. Meetings
 - b. Training programs
 - c. Posting
 - d. Written communications
 - e. A system of anonymous notification by employees about hazards
 - f. A labor/management safety and health committee
4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:
 - a. Whenever new substances, processes, procedures, or equipment that represents a new occupational safety or health hazard is introduced into the workplace
 - b. Whenever the district is made aware of a new or previously unrecognized hazard

5. A procedure for investigating occupational injury or illness
6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices, and work procedures in a timely manner, based on the severity of the hazard, when the hazard is observed or discovered

When an imminent hazard exists that cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition. Employees needed to correct the condition shall be provided with the necessary safeguards.

7. Provision of training and instruction as follows:

- a. To all new employees
- b. To all employees given new job assignments for which training has not previously been received
- c. Whenever new substances, processes, procedures, or equipment are introduced into the workplace and represent a new hazard
- d. Whenever the district is made aware of a new or previously unrecognized hazard
- e. To supervisors, to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed

8. A written workplace violence prevention plan developed and implemented in accordance with Labor Code 6401.9 (Labor Code 6401.7)

The plan, which shall be easily accessible to all employees at all times, shall be in effect at all times and in all work areas, and be specific to the hazards and corrective measures for each work area and operation. (Labor Code 6401.9)

The Superintendent or designee shall provide training to all employees when the plan is first established and annually thereafter in accordance with Labor Code 6401.9. Training materials shall be appropriate in content and vocabulary to employees' educational level, literacy, and language. (Labor Code 6401.9)

The Superintendent or designee shall provide employees, or their representative designated pursuant to 8 CCR 3203, with either of the following: (8 CCR 3203)

1. Access to the district's injury and illness prevention program in a reasonable time, place, and manner, but in no event later than five business days after the request for access is received from an employee or a designated representative of the employee.

When an employee or designated representative requests a copy of the district's injury and illness prevention program, the Superintendent or designee shall provide the requester a printed copy unless the employee or designated representative agrees to receive an electronic copy.

The Superintendent or designee shall provide one printed copy free of charge. If the employee or designated representative requests additional copies within one year of the previous request and the district's injury and illness prevention program has not been updated with new information since the prior copy was provided, the district may charge reasonable reproduction costs pursuant to 8 CCR 3204 for the additional copies.

2. Unobstructed access to the district's injury and illness prevention program through the district's server or website that allows an employee to review, print, and email the current version of the district's injury and illness prevention program.

The Superintendent or designee shall communicate the right and procedure to access the district's injury and illness prevention program to all employees. (8 CCR 3203)

Labor/Management Safety and Health Committee

The district's labor/management safety and health committee shall: (8 CCR 3203)

1. Meet regularly, but not less than quarterly.
2. Prepare and make available to affected employees written records of the safety and health issues discussed at committee meetings and maintained for review by Cal/OSHA upon request. These records shall be maintained for at least one year.
3. Review results of the periodic, scheduled worksite inspections.
4. Review investigations of occupational accidents and causes of incidents resulting in occupational injury or illness or exposure to hazardous substances. As appropriate, the committee may submit suggestions to the Superintendent or designee regarding the prevention of future incidents.
5. Review investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, it may conduct its own inspection and investigation to assist in remedial solutions.
6. Submit recommendations to assist in the evaluation of employee safety suggestions.
7. Upon request of Cal/OSHA, verify abatement action taken by the district to abate citations issued by Cal/OSHA.

Hearing Protection

Whenever employee noise exposure equals or exceeds the standards specified by law, the Superintendent or designee shall implement a hearing conservation program in accordance with state and federal regulations, including, when required, monitoring of sound levels, audiogram evaluation and audiometric testing of affected employees, the provision of hearing protectors, and employee training. (8 CCR 5095-5100; 29 CFR 1910.95)

Eye Safety Devices

Employees shall wear eye safety devices whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause eye injury. (Education Code 32030-32034)

First Aid and Medical Services

The Superintendent or designee shall ensure the ready availability of medical personnel for advice and consultation on matters of industrial health or injury. Whenever a district facility or district grounds are not in close proximity to an infirmary, clinic, or hospital where all injured employees may be treated, the Superintendent or designee shall ensure that at least one employee is adequately trained to provide first aid. (8 CCR 3400)

The Superintendent or designee shall make adequate first aid materials readily available for employees at every worksite. Such materials shall be approved by a consulting physician and shall be kept in a sanitary and usable condition. The Superintendent or designee shall frequently inspect all first aid materials and replenish them as necessary. (8 CCR 3400)

The Superintendent or designee shall ensure that suitable facilities for quick drenching or flushing of the eyes and body are provided within the work area for immediate emergency use when the eyes or body or any person may be exposed to injurious corrosive materials. (8 CCR 3400)

To avoid unnecessary delay in medical treatment in the event of an employee's serious injury or illness, the Superintendent or designee shall use one or more of the following: (8 CCR 3400)

1. A communication system for contacting a physician or emergency medical service, such as access to 911 or equivalent telephone system. The communication system or the employees using the system shall have the ability to direct emergency services to the location of the injured or ill employee.
2. Readily accessible and available on-site treatment facilities suitable for treatment of reasonably anticipated injury and illness

- 3. Proper equipment for prompt medical transport when transportation of injured or ill employees is necessary and appropriate

Protection from Communicable Diseases and Infections

The Superintendent or designee shall develop an exposure control plan for bloodborne pathogens that is consistent with the district's injury and illness prevention program. The plan shall include a determination of which job classifications have occupational exposure to blood or other potentially infectious materials; precautions to be implemented, including universal precautions, engineering and work practice controls, and personal protective equipment; availability of the hepatitis B vaccination; provision of information and training to employees; and follow-up actions to be taken if exposure occurs. The district shall ensure that a copy of the exposure control plan is accessible to employees in accordance with law. (8 CCR 5193; 29 CFR 1910.1030)

Strategies to prevent and mitigate the outbreak or spread of infectious diseases shall be followed for diseases that are communicated through airborne transmission, skin-to-skin contact, foodborne transmission, or other casual or noncasual means. Such strategies shall include, but are not limited to, communication and training about the disease(s); campus closures and alternative means of instruction when necessary; preventative measures, such as social distancing, personal protective equipment, temperature checks, and/or any other health screening allowed by law; and cleaning and sanitization of district facilities and equipment.

The Superintendent or designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
17 CCR 2508	Reporting of communicable diseases
8 CCR 14000-14316	Occupational injury or illness reports and records
8 CCR 3203	Injury and illness prevention program
8 CCR 3204	Access to employee exposure and medical records
8 CCR 3400	Medical services and first aid
8 CCR 5095-5100	Control of noise exposure
8 CCR 5193	Bloodborne pathogens
Ed. Code 32030-32034	Eye safety
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32280-32289.5	School safety plans
Ed. Code 44984	Required rules for industrial accident and illness leave
Gov. Code 3543.2	Scope of representation
Lab. Code 1139	Worker's rights in emergencies
Lab. Code 132a	Workers' compensation; nondiscrimination
Lab. Code 3300	Definition of employer
Lab. Code 6305	Occupational safety and health standards; special order
Lab. Code 6310	Retaliation for filing complaint prohibited
Lab. Code 6325	Prohibition of entry into place of employment
Lab. Code 6400-6413.5	Responsibilities and duties of employers and employees
Lab. Code 6401.7	Injury and illness prevention program
Lab. Code 6401.9	Workplace violence prevention plans

Federal

17 CFR 2508
29 CFR 1910.1030
29 CFR 1910.95
29 CFR 651-678
8 CFR 14000-14316
8 CFR 3204
8 CFR 5193

Description

Reporting of communicable diseases
[Bloodborne pathogens](#)
[Noise standards](#)
Occupational safety and health
Occupational injury or illness reports and records
Access to employee exposure and medical records
Bloodborne pathogens

Management Resources

CA Department of Industrial Relations Publication
Website
Website
Website
Website
Website
Website
Website

Description

Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2005
[CSBA District and County Office of Education Legal Services](#)
[National Institute for Occupational Safety and Health](#)
[U.S. Department of Labor, Occupational Safety and Health Administration](#)
[California Department of Industrial Relations, Occupational Safety and Health](#)
[National Hearing Conservation Association](#)
[Centers for Disease Control and Prevention](#)
[CSBA](#)

Cross References

0450
0450
3514
3514
3514.1
3514.1
3516
3516
3516.5
3530
3530
4112.9
4112.9-E PDF(1)
4112.9-E PDF(2)
4112.9-E PDF(3)
4112.9-E(1)
4112.9-E(2)
4118
4118
4119.41
4119.42

Description

[Comprehensive Safety Plan](#)
[Comprehensive Safety Plan](#)
[Environmental Safety](#)
[Environmental Safety](#)
[Hazardous Substances](#)
[Hazardous Substances](#)
[Emergencies And Disaster Preparedness Plan](#)
[Emergencies And Disaster Preparedness Plan](#)
[Emergency Schedules](#)
[Risk Management/Insurance](#)
[Risk Management/Insurance](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Dismissal/Suspension/Disciplinary Action](#)
[Dismissal/Suspension/Disciplinary Action](#)
[Employees With Infectious Disease](#)
[Exposure Control Plan For Bloodborne Pathogens](#)

Cross References

4119.42
4119.42-E PDF(1)
4119.43
4119.43
4131
4156.2
4157.1
4157.2
4158
4158
4161.11
4212.9
4212.9-E PDF(1)
4212.9-E PDF(2)
4212.9-E PDF(3)
4212.9-E(1)
4218
4218
4219.41
4219.42
4219.42
4219.42-E PDF(1)
4219.43
4219.43
4231
4256.2
4257.1
4257.1
4257.2
4258
4258
4261.11
4312.9
4312.9-E PDF(1)
4312.9-E PDF(2)
4312.9-E PDF(3)
4312.9-E(1)
4319.41
4319.42
4319.42

Description

[Exposure Control Plan For Bloodborne Pathogens](#)
[Exposure Control Plan For Bloodborne Pathogens](#)
[Universal Precautions](#)
[Universal Precautions](#)
[Staff Development](#)
[Awards And Recognition](#)
[Work-Related Injuries](#)
[Ergonomics](#)
[Employee Security](#)
[Employee Security](#)
[Industrial Accident/Illness Leave](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Dismissal/Suspension/Disciplinary Action](#)
[Dismissal/Suspension/Disciplinary Action](#)
[Employees With Infectious Disease](#)
[Exposure Control Plan For Bloodborne Pathogens](#)
[Exposure Control Plan For Bloodborne Pathogens](#)
[Exposure Control Plan For Bloodborne Pathogens](#)
[Universal Precautions](#)
[Universal Precautions](#)
[Staff Development](#)
[Awards And Recognition](#)
[Work-Related Injuries](#)
[Work-Related Injuries](#)
[Ergonomics](#)
[Employee Security](#)
[Employee Security](#)
[Industrial Accident/Illness Leave](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employees With Infectious Disease](#)
[Exposure Control Plan For Bloodborne Pathogens](#)
[Exposure Control Plan For Bloodborne Pathogens](#)

Cross References

4319.42-E PDF(1)

4319.43

4319.43

4331

4356.2

4357.1

4357.2

4358

4358

4361.11

5141.22

5141.22

5141.6

5141.6

6142.93

Description

[Exposure Control Plan For Bloodborne Pathogens](#)

[Universal Precautions](#)

[Universal Precautions](#)

[Staff Development](#)

[Awards And Recognition](#)

[Work-Related Injuries](#)

[Ergonomics](#)

[Employee Security](#)

[Employee Security](#)

[Industrial Accident/Illness Leave](#)

[Infectious Diseases](#)

[Infectious Diseases](#)

[School Health Services](#)

[School Health Services](#)

[Science Instruction](#)

Regulation 4357.1: Work-Related Injuries

Status: DRAFT

Original Adopted Date: Pending

In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the event that an employee becomes injured or ill in the course of employment, the district shall provide all employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process that reduces costs and facilitates employee recovery.

The Superintendent or designee shall notify every new employee, at the time of hire or by the end of the first pay period, of the employee's right to receive workers' compensation benefits if injured at work. (Labor Code 3551; 8 CCR 15596)

In addition, a notice regarding workers' compensation benefits shall be posted in a conspicuous location frequented by employees, where the notice may be easily read during the workday. (Labor Code 3550)

In the event that an employee is injured or becomes ill in the course of employment, the employee shall report the work-related injury or illness to the Superintendent or designee as soon as practicable. The employee and appropriate district staff shall also promptly document the date and time of any incident, a description of the incident, and any persons present.

Within one working day of receiving notice or knowledge of any injury to an employee in the course of employment, the Superintendent or designee shall provide a claim form and notice of potential eligibility for workers' compensation benefits to the employee or, in the case of the employee's death, to the employee's dependents. The claim form and notice shall be provided personally or by first class mail. (Labor Code 5401)

The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.

The Superintendent or designee shall additionally ensure that any employee who is a victim of a crime that occurred at the place of employment is given written notice personally or by first class mail within one working day of the crime, or when the district reasonably should have known of the crime, that the employee is eligible for workers' compensation benefits for injuries, including psychiatric injuries, that may have resulted from the crime. (Labor Code 3553)

Upon learning of a work-related injury or illness, or injury or illness alleged to have arisen out of and in the course of employment, the Superintendent or designee shall report the incident to the district's insurance carrier or DIR, as applicable, within five days after obtaining knowledge of the injury or illness. If a subsequent death arises as a result of the reported injury or illness, an amended report indicating the death shall be filed within five days after being notified of or learning about the death. (Labor Code 6409.1)

In addition, in every case involving death or serious injury or illness, the Superintendent or designee shall immediately make a report to the Division of Occupational Safety and Health (Cal/OSHA) by telephone or through an online mechanism made available by Cal/OSHA. (Labor Code 6409.1)

For the purpose of this report, serious injury or illness means any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement. (Labor Code 6302)

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

8 CCR 15596

Description

[Notice of employee rights to workers' compensation benefits](#)

State

Ed. Code 44984
Ed. Code 45192
Lab. Code 3200-4856
Lab. Code 3550-3553
Lab. Code 3600-3605
Lab. Code 3760
Lab. Code 4600
Lab. Code 4906
Lab. Code 5400-5413
Lab. Code 6302
Lab. Code 6409.1

Description

[Required rules for industrial accident and illness leave](#)
[Industrial accident and illness leave for classified employees](#)
[Workers' compensation](#)
[Notifications: Workers' compensation benefits](#)
[Conditions of liability](#)
[Report of injury to insurer](#)
[Provision of medical and hospital treatment by employer](#)
[Disclosures and statements](#)
[Notice of injury or death](#)
[Definition of serious injury or illness](#)
[Reports](#)

Management Resources

CA Department of Industrial Relations Publication
CA Department of Industrial Relations Publication
CA Department of Industrial Relations Publication
CA Department of Industrial Relations Publication
Website
Website
Website
Website
Website

Description

Workers' Compensation in California: A Guidebook for Injured Workers, 2016
Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility
Notice to Employees - Injuries Caused by Work
Time of Hire Pamphlet
[CSBA District and County Office of Education Legal Services](#)
[California Department of Industrial Relations, Division of Workers Compensation](#)
[California Department of Industrial Relations, Occupational Safety and Health](#)
[CSBA](#)
[California Department of Public Health](#)

Cross References

1240
1240
3320
3320
3320-E PDF(1)
3530
3530
4032
4112.9
4112.9-E PDF(1)
4112.9-E PDF(2)
4112.9-E PDF(3)
4112.9-E(1)
4112.9-E(2)

Description

[Volunteer Assistance](#)
[Volunteer Assistance](#)
[Claims And Actions Against The District](#)
[Claims And Actions Against The District](#)
[Claims And Actions Against The District](#)
[Risk Management/Insurance](#)
[Risk Management/Insurance](#)
[Reasonable Accommodation](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)

Cross References

4113.4

4154

4154

4157

4157

4157.2

4161.1

4161.11

4161.9

4161.9

4212.9

4212.9-E PDF(1)

4212.9-E PDF(2)

4212.9-E PDF(3)

4212.9-E(1)

4213.4

4254

4254

4257

4257

4257.2

4261.11

4261.9

4261.9

4312.9

4312.9-E PDF(1)

4312.9-E PDF(2)

4312.9-E PDF(3)

4312.9-E(1)

4313.4

4354

4354

4357

4357

4357.2

4361.1

4361.11

4361.9

4361.9

Description[Temporary Modified/Light-Duty Assignment](#)[Health And Welfare Benefits](#)[Health And Welfare Benefits](#)[Employee Safety](#)[Employee Safety](#)[Ergonomics](#)[Personal Illness/Injury Leave](#)[Industrial Accident/Illness Leave](#)[Catastrophic Leave Program](#)[Catastrophic Leave Program](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Temporary Modified/Light-Duty Assignment](#)[Health And Welfare Benefits](#)[Health And Welfare Benefits](#)[Employee Safety](#)[Employee Safety](#)[Ergonomics](#)[Industrial Accident/Illness Leave](#)[Catastrophic Leave Program](#)[Catastrophic Leave Program](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Temporary Modified/Light-Duty Assignment](#)[Health And Welfare Benefits](#)[Health And Welfare Benefits](#)[Employee Safety](#)[Employee Safety](#)[Ergonomics](#)[Personal Illness/Injury Leave](#)[Industrial Accident/Illness Leave](#)[Catastrophic Leave Program](#)[Catastrophic Leave Program](#)

Policy 5126: Awards For Achievement

Status: DRAFT

Original Adopted Date: 10/20/2016 | **Last Revised Date:** 03/11/2021

The Governing Board encourages excellence as a goal for all students and wishes to publicly recognize students for exemplary achievement in academic, artistic, extracurricular, athletic, and community service activities.

No fee or other cost shall be charged to any student in relation to any requirements in qualifying for or receiving any district achievement awards.

District/School Awards

Student awards may include verbal recognition, a letter, a certificate, a Board resolution, public ceremony, trophy, gift, plaque, or monetary gift. The Board shall establish a budget for this purpose. (Education Code 44015)

The Superintendent or designee shall develop criteria for the selection of student award recipients.

Golden State Seal Merit Diploma

At graduation from high school, students whose academic achievements in core curriculum areas have been outstanding shall receive special recognition.

The Superintendent or designee shall identify graduating high school students who have demonstrated mastery of the high school curriculum qualifying them for the Golden State Seal Merit Diploma. (Education Code 51454)

State Seal of Biliteracy

The district shall present the State Seal of Biliteracy to each graduating high school student who has attained a high level of proficiency in speaking, reading, and writing in one or more languages in addition to English, as specified in the accompanying administrative regulation. (Education Code 51460-51464).

District Awards for Biliteracy

In order to affirm the value of bilingualism and encourage students' enrollment in world language programs, the Superintendent or designee may present awards at appropriate grade levels to recognize the pursuit and/or attainment of grade-level proficiency in one or more languages in addition to English. The Superintendent or designee may also present awards to English learners who are reclassified as fluent English proficient to recognize proficiency in both English and the student's native language.

State Seal of Civic Engagement

The Superintendent or designee shall present the State Seal of Civic Engagement to each 11th or 12th grade student who demonstrates excellence in civics education and participation and has demonstrated an understanding of the U.S. Constitution, the California Constitution, and the democratic system of government. (Education Code 51470-51475)

All district students shall be afforded the opportunity to earn the State Seal of Civic Engagement, regardless of their background, communities, or experiences. No student shall be denied such opportunity based on academic ability, alternative school setting, or unique or unconventional expression of civic engagement.

Scholarship and Loan Fund

The Board shall establish and maintain a scholarship and loan fund which shall be used to provide interest-free loans

for educational advancement, scholarship, and/or grants-in-aid to bona fide organizations, students, or graduates of district schools. (Education Code 35310, 35315)

The district's scholarship and loan fund shall be administered by a district committee composed of Board members, the Superintendent, and such other community, staff, administrative, and/or student representatives as determined by the Board. (Education Code 35310)

The Board shall select its own representatives to the committee. Staff, community, and/or student representatives shall be selected by the Superintendent. Members of this committee shall serve two-year terms.

The committee may accept gifts, donations, and bequests made for the purposes of the fund and may prescribe conditions or restrictions on these gifts and bequests. If the donor imposes any conditions, the committee shall review the conditions and make a recommendation to the Board as to the compatibility of such conditions with the intent and purpose of the fund. The Board may prohibit the committee from accepting any donation under conditions it finds incompatible with the fund's intents and purposes as specified in Board Policy 3290 - Gifts, Grants and Requests. (Education Code 35313)

The Superintendent or designee shall report to the Board at least annually regarding the status and activity of the fund. (Education Code 35319)

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 11517.6-11519.5	English Language Proficiency Assessments for California
5 CCR 1632	Alternative credits toward graduation for foreign language instruction in private school
5 CCR 876	Golden State Seal Merit Diploma
Ed. Code 220	Prohibition of discrimination
Ed. Code 35160	Authority of governing boards
Ed. Code 35310-35319	Scholarship and loan funds
Ed. Code 44015	Awards to employees and students
Ed. Code 51007	Equitable access to programs designed to strengthen technological skills
Ed. Code 51243-51245	Credit for private school foreign language instruction
Ed. Code 51450-51455	Golden State Seal Merit Diploma
Ed. Code 51460-51464	State Seal of Biliteracy
Ed. Code 51470-51475	State Seal of Civic Engagement
Ed. Code 52164.1	Assessment of English language skills of English learners
Gov. Code 54950-54963	The Ralph M. Brown Act

Management Resources	Description
California Department of Education Publication	State Seal of Biliteracy FAQs
California Department of Education Publication	SSCE Implementation Guidance
Website	CSBA District and County Office of Education Legal Services
Website	Californians Together
Website	CSBA
Website	California Department of Education

Cross References

0410
0415
1150
1150
1220
1220
1260
3290
3400
3400
3460
3460
4156.2
4256.2
4356.2
5022
5022
5113.1
5113.1
5113.11
5121
5121
5125
5125
5127
5137
6142.2
6142.2
6142.4
6143
6143
6146.1
6158
6158
6159
6159
6162.51
6162.51
6172
6172

Description

[Nondiscrimination In District Programs And Activities](#)
[Equity](#)
[Commendations And Awards](#)
[Commendations And Awards](#)
[Citizen Advisory Committees](#)
[Citizen Advisory Committees](#)
[Educational Foundation](#)
[Gifts, Grants And Bequests](#)
[Management Of District Assets/Accounts](#)
[Management Of District Assets/Accounts](#)
[Financial Reports And Accountability](#)
[Financial Reports And Accountability](#)
[Awards And Recognition](#)
[Awards And Recognition](#)
[Awards And Recognition](#)
[Student And Family Privacy Rights](#)
[Student And Family Privacy Rights](#)
[Chronic Absence And Truancy](#)
[Chronic Absence And Truancy](#)
[Attendance Supervision](#)
[Grades/Evaluation Of Student Achievement](#)
[Grades/Evaluation Of Student Achievement](#)
[Student Records](#)
[Student Records](#)
[Graduation Ceremonies And Activities](#)
[Positive School Climate](#)
[World Language Instruction](#)
[World Language Instruction](#)
[Service Learning/Community Service Classes](#)
[Courses Of Study](#)
[Courses Of Study](#)
[High School Graduation Requirements](#)
[Independent Study](#)
[Independent Study](#)
[Individualized Education Program](#)
[Individualized Education Program](#)
[State Academic Achievement Tests](#)
[State Academic Achievement Tests](#)
[Gifted And Talented Student Program](#)
[Gifted And Talented Student Program](#)

Cross References

6174

6174

6174-E PDF(1)

6181

6181

6183

6184

6184

9140

Description[Education For English Learners](#)[Education For English Learners](#)[Education For English Learners - Education For English Language Learners](#)[Alternative Schools/Programs Of Choice](#)[Alternative Schools/Programs Of Choice](#)[Home And Hospital Instruction](#)[Continuation Education](#)[Continuation Education](#)[Board Representatives](#)

Regulation 5126: Awards For Achievement

Status: DRAFT

Original Adopted Date: 10/20/2016

The Superintendent or designee may appoint an awards committee at each school which may consist of school administrators, staff members, parents/guardians, community members, and student representatives. The committee shall submit recommendations for student awards to the Superintendent or designee for approval.

Individual awards in excess of \$200 must be expressly approved by the Governing Board. (Education Code 44015)

Golden State Seal Merit Diploma

To be eligible to receive the Golden State Seal Merit Diploma upon graduation from high school, a student shall complete all requirements for a high school diploma and shall demonstrate mastery of the curriculum in mathematics, English language arts, science, U.S. history, and two other subject matter areas selected by the student by meeting at least one of the following criteria for each subject: (Education Code 51451, 51452; 5 CCR 876)

1. Mathematics and English language arts
 - a. A grade of at least B+ or the numerical equivalent in a single course each semester completed in grade 9, 10, or 11
 - b. An achievement level of "Standard Met" or above for the high school Smarter Balanced Summative Assessment
2. Science
 - a. A grade of at least B+ or the numerical equivalent in a single course each semester completed in grade 9, 10, or 11
 - b. An achievement level of "Standard Met" or above for the high school California Science Test taken in grade 10 or 11
3. U.S. history
 - a. A grade of at least B or the numerical equivalent in the required U.S. history course each semester
 - b. A qualifying score that demonstrates mastery of the subject as determined by the district for an exam produced by a private provider or the district
4. Two additional subject areas of the student's choosing
 - a. Any additional qualifying grade or score listed above, earned for the subject of English language arts, mathematics, science, or U.S. history not already used to meet eligibility
 - b. A grade of at least B or the numerical equivalent upon completion of high school courses in other subjects
 - c. A qualifying score that demonstrates mastery of other subjects, as determined by the district, for an exam produced by a private provider or the district

The Superintendent or designee shall maintain appropriate records to identify students who have earned the Golden State Seal Merit Diploma and shall affix an insignia to the high school diploma and transcript of each such student. (Education Code 51454)

The Superintendent or designee shall submit an insignia request form to the California Department of Education in sufficient time to allow for processing of the request prior to the high school graduation ceremony.

State Seal of Biliteracy

To be eligible to receive the State Seal of Biliteracy upon graduation, a student shall demonstrate a high level of proficiency in English and at least one other language, which may include American Sign Language. (Education Code 51461)

Proficiency in English shall be demonstrated by meeting one of the following state-established criteria: (Education Code 51461)

1. Completion of all English language arts requirements for graduation with an overall grade point average of at least 3.0 in those classes or completion of one or more English language arts courses at a public higher education institution or an independent institution of higher education, as described in Education Code 66010, with a grade equivalent to a grade point average of 3.0 or above
2. Passage of the California Assessment of Student Performance and Progress for English language arts, or any successor test, administered in grade 11, at or above the "Standard Met" achievement level
3. Passage of an English Advanced Placement (AP) exam with a score of 3 or higher or an English International Baccalaureate (IB) exam with a score of 4 or higher
4. Achievement of a score of 480 or higher on the Evidence-Based Reading and Writing section of the Scholastic Aptitude Test (SAT)

Proficiency in one or more languages other than English shall be demonstrated through one of the following requirements: (Education Code 51461)

1. Passage of a world language AP exam with a score of 3 or higher, a world language IB exam with a score of 4 or higher, or a world language American Council on the Teaching of Foreign Languages (ACTFL) Writing Proficiency Test (WPT) and an Oral Proficiency Interview (OPI) with scores of Intermediate Mid or higher
2. Successful completion of a four-year course of study of content in a world language at a high school or higher level, attaining an overall grade point average of at least 3.0 in that course of study, and oral proficiency in the language comparable to that required in Item #1 above, successful completion of high school level courses completed in another country in a language other than English with the equivalent of an overall grade point average of 3.0 or above, as verified through a transcript, or completion of one or more world language courses at a public higher education institution or an independent institution of higher education as described in Education Code 66010, with a grade equivalent to a grade point average of at least 3.0 and oral proficiency in the language comparable to that specified in Item #1 above, as verified through a transcript
3. If no AP exam or off-the-shelf language test exists, passage of a district language exam that can be certified to meet the rigor of a four-year high school course of study in a given language, and that, at a minimum, assesses speaking, reading, and writing in a language other than English at the proficient level or higher
4. If a language is not characterized by listening, speaking, or reading, or for which there is no written system, passage of an assessment on the modalities that characterize communication in that language at the proficient level or higher

To be eligible to receive the State Seal of Biliteracy, a student who is an English learner shall, in addition to demonstrating proficiency in English and one or more languages other than English through one of the accomplishments specified above, attain an Oral Language composite score of level 4 on the English Language Proficiency Assessments for California, or any successor English oral language proficiency assessment. (Education Code 51461)

The Superintendent or designee shall maintain appropriate records to identify high school students who have earned the State Seal of Biliteracy and shall affix the insignia to the high school diploma or transcript of each such student. (Education Code 51463)

State Seal of Civic Engagement

To be eligible to receive the State Seal of Civic Engagement, a student shall meet district requirements for all of the following state-established criteria:

1. Be engaged in academic work in a productive way
2. Demonstrate a competent understanding of U.S. and California Constitutions, functions and governance of local governments, tribal government structures and organizations, the role of the citizen in a constitutional democracy, and democratic principles, concepts, and processes
3. Participate in one or more informed civic engagement project(s) that address real-world problems and require students to identify and inquire into civic needs or problems, consider varied responses, take action, and reflect on efforts
4. Demonstrate civic knowledge, skills, and dispositions through self-reflection
5. Exhibit character traits that reflect civic-mindedness and a commitment to positively impact the classroom, school, community and/or society

The Superintendent or designee shall maintain appropriate records to identify students who have earned the State Seal of Civic Engagement and shall affix the insignia to the high school diploma or transcript of each such student. (Education Code 51473)

Scholarship and Loan Fund

The Superintendent shall serve as chief executive officer of the scholarship and loan fund and as chairperson of the district committee established to administer the fund. The committee shall meet at least once each fiscal year and at other such times as it may be called into session by the Superintendent. (Education Code 35311, 35312)

Scholarship and loan funds shall be deposited, administered, and audited in accordance with Education Code 35314 and 35318.

The Superintendent or designee shall establish criteria, procedures, and deadlines for student applications for scholarships and/or loans from the fund. As applicable, the Superintendent or designee may require the student to submit letters of recommendation or other supplementary materials providing evidence of the student's accomplishments and/or need.

Notifications

The Superintendent or designee shall annually distribute information about eligibility requirements for the Golden State Seal Merit Diploma, State Seal of Biliteracy, State Seal of Civic Engagement, and/or any district awards programs to students at the applicable grade levels.

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 11517.6-11519.5	English Language Proficiency Assessments for California
5 CCR 1632	Alternative credits toward graduation for foreign language instruction in private school
5 CCR 876	Golden State Seal Merit Diploma
Ed. Code 220	Prohibition of discrimination
Ed. Code 35160	Authority of governing boards
Ed. Code 35310-35319	Scholarship and loan funds

State

Ed. Code 44015
 Ed. Code 51007
 Ed. Code 51243-51245
 Ed. Code 51450-51455
 Ed. Code 51460-51464
 Ed. Code 51470-51475
 Ed. Code 52164.1
 Gov. Code 54950-54963

Description

[Awards to employees and students](#)
[Equitable access to programs designed to strengthen technological skills](#)
[Credit for private school foreign language instruction](#)
[Golden State Seal Merit Diploma](#)
[State Seal of Biliteracy](#)
[State Seal of Civic Engagement](#)
[Assessment of English language skills of English learners](#)
[The Ralph M. Brown Act](#)

Management Resources

California Department of Education Publication
 California Department of Education Publication
 Website
 Website
 Website
 Website

Description

State Seal of Biliteracy FAQs
 SSCE Implementation Guidance
[CSBA District and County Office of Education Legal Services](#)
[Californians Together](#)
[CSBA](#)
[California Department of Education](#)

Cross References

0410
 0415
 1150
 1150
 1220
 1220
 1260
 3290
 3400
 3400
 3460
 3460
 4156.2
 4256.2
 4356.2
 5022
 5022
 5113.1
 5113.1
 5113.11
 5121
 5121
 5125

Description

[Nondiscrimination In District Programs And Activities](#)
[Equity](#)
[Commendations And Awards](#)
[Commendations And Awards](#)
[Citizen Advisory Committees](#)
[Citizen Advisory Committees](#)
[Educational Foundation](#)
[Gifts, Grants And Bequests](#)
[Management Of District Assets/Accounts](#)
[Management Of District Assets/Accounts](#)
[Financial Reports And Accountability](#)
[Financial Reports And Accountability](#)
[Awards And Recognition](#)
[Awards And Recognition](#)
[Awards And Recognition](#)
[Student And Family Privacy Rights](#)
[Student And Family Privacy Rights](#)
[Chronic Absence And Truancy](#)
[Chronic Absence And Truancy](#)
[Attendance Supervision](#)
[Grades/Evaluation Of Student Achievement](#)
[Grades/Evaluation Of Student Achievement](#)
[Student Records](#)

Cross References

5125

5127

5137

6142.2

6142.2

6142.4

6143

6143

6146.1

6158

6158

6159

6159

6162.51

6162.51

6172

6172

6174

6174

6174-E PDF(1)

6181

6181

6183

6184

6184

9140

Description[Student Records](#)[Graduation Ceremonies And Activities](#)[Positive School Climate](#)[World Language Instruction](#)[World Language Instruction](#)[Service Learning/Community Service Classes](#)[Courses Of Study](#)[Courses Of Study](#)[High School Graduation Requirements](#)[Independent Study](#)[Independent Study](#)[Individualized Education Program](#)[Individualized Education Program](#)[State Academic Achievement Tests](#)[State Academic Achievement Tests](#)[Gifted And Talented Student Program](#)[Gifted And Talented Student Program](#)[Education For English Learners](#)[Education For English Learners](#)[Education For English Learners - Education For English Language Learners](#)[Alternative Schools/Programs Of Choice](#)[Alternative Schools/Programs Of Choice](#)[Home And Hospital Instruction](#)[Continuation Education](#)[Continuation Education](#)[Board Representatives](#)

Policy 5141.21: Administering Medication And Monitoring Health Conditions

Status: DRAFT

Original Adopted Date: 10/20/2016

The Governing Board believes that regular school attendance is critical to student learning and that students who need to take medication prescribed or ordered for them by their authorized health care providers should be able to participate in the educational program.

Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.

For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing parents/guardians to administer medication to their child at school, designate other individuals to do so on their behalf, and, with the student's authorized health care provider's approval, request the district's permission for the student to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

The Superintendent or designee shall make epinephrine auto-injectors available at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)

In accordance with law, the Superintendent or designee may make naloxone hydrochloride or another opioid antagonist and stock albuterol inhalers available at each school for providing emergency medical aid to any person suffering or reasonably believed to be suffering from opioid overdose or respiratory distress. (Education Code 49414.3, 49414.7)

OPTION 1: The parent/guardian of a student who is a qualified patient pursuant to Health and Safety Code 11362.7-11362.85 may administer medicinal cannabis, excluding medicinal cannabis or cannabis products in a smokeable or vapeable form, to the student at a school site. School personnel are not authorized to administer medicinal cannabis to a student. (Education Code 49414.1)

Before administering medicinal cannabis at a school site, the parent/guardian shall provide to the principal or designee a valid written medical recommendation for the student to be given medicinal cannabis, which shall be kept on file at the school. The parent/guardian shall sign in at the school site before administering the medication, and shall not administer the medication in a manner that disrupts the educational environment or exposes other students. After the parent/guardian administers the medication, the parent/guardian shall remove any remaining medicinal cannabis from the school site. (Education Code 49414.1)

END OF OPTION 1

OPTION 2: Because of the conflict between state and federal law regarding the legality of medicinal cannabis, the Board prohibits the administration of medicinal cannabis to students on school grounds by parents/guardians or school personnel.

END OF OPTION 2

The Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators, to design procedures or measures for addressing an emergency such as a public disaster or epidemic.

Administration of Medication by School Personnel

When allowed by law, medication prescribed to a student by an authorized health care provider may be administered by a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel with appropriate training. School nurses and other designated school personnel shall administer medications to students in accordance with law, Board policy, administrative regulation, and, as applicable, the written statement provided by the student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection.

The Superintendent or designee shall ensure that school personnel designated to administer any medication receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to, a school nurse, physician, or other appropriate individual.

The Superintendent or designee shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 600-611	Administering medication to students
Bus. Code 2700-2837	Nursing
Bus. Code 3500-3546	Physician assistants
Bus. Code 4119.2	Acquisition of epinephrine auto-injectors
Bus. Code 4119.8	Acquisition of naloxone hydrochloride or another opioid antagonist
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49407	Liability for treatment
Ed. Code 49408	Student emergency information
Ed. Code 49414	Emergency epinephrine auto-injectors
Ed. Code 49414.3	Emergency medical assistance; administration of medication for opioid overdose
Ed. Code 49414.4	Opioid Misuse
Ed. Code 49414.5	Providing school personnel with voluntary emergency training
Ed. Code 49414.7	Administration of albuterol inhalers
Ed. Code 49414.8	Funding for emergency opioid antagonists; requirements
Ed. Code 49422-49427	Employment of medical personnel
Ed. Code 49423	Administration of prescribed medication for student
Ed. Code 49423.1	Inhaled asthma medication
Ed. Code 49426.5	Licensed vocational nurses
Ed. Code 49468-49468.5	The Seizure Safe Schools Act
Ed. Code 49480	Continuing medication regimen; notice
H&S 1799.113	Opioid overdose treatment
H&S Code 11362.7-11362.85	Medicinal cannabis

Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act

Federal

21 USC 812

21 USC 844

29 USC 794

34 CFR 99.30

Description[Schedule of controlled substances](#)[Penalties for possession of controlled substance](#)[Rehabilitation Act of 1973; Section 504](#)[Conditions under which prior written consent is required to disclose information](#)**Management Resources**

American Diabetes Association Publication

American Diabetes Association Publication

American Diabetes Association Publication

Court Decision

National Diabetes Education Program Publication

Website

Website

Website

Website

Website

Website

Website

Description

Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007

Program Advisory on Medication Administration, 2005

Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes, May 2006

American Nurses Association v. Torlakson (2013) 57 Cal.4th 570

Helping the Student with Diabetes Succeed: A Guide for School Personnel, June 2003

[CSBA District and County Office of Education Legal Services](#)[National Diabetes Education Program](#)[U.S. Department of Health and Human Services, National Heart, Lung, and Blood Institute](#)[American Diabetes Association](#)[California Department of Education, Health Services and School Nursing](#)[CSBA](#)[California Department of Public Health](#)**Cross References**

3516

3516

4112.9

4112.9-E PDF(1)

4112.9-E PDF(2)

4112.9-E PDF(3)

4112.9-E(1)

4112.9-E(2)

4119.43

4119.43

4131

4212.9

4212.9-E PDF(1)

4212.9-E PDF(2)

4212.9-E PDF(3)

4212.9-E(1)

4219.43

4219.43

Description[Emergencies And Disaster Preparedness Plan](#)[Emergencies And Disaster Preparedness Plan](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Universal Precautions](#)[Universal Precautions](#)[Staff Development](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Employee Notifications](#)[Universal Precautions](#)[Universal Precautions](#)

Cross References

4231
4312.9
4312.9-E PDF(1)
4312.9-E PDF(2)
4312.9-E PDF(3)
4312.9-E(1)
4319.43
4319.43
5022
5022
5113
5113
5113.1
5113.1
5125
5125
5131.62
5131.62
5141
5141
5141.22
5141.22
5141.23
5141.23
5141.24
5141.27
5141.27
5141.6
5141.6
5145.6
5145.6-E PDF(1)
5145.6-E PDF(2)
5145.6-E PDF(3)
5145.6-E(1)
5148.2
5148.2
6142.8
6142.8
6145.2
6145.2

Description

[Staff Development](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Employee Notifications](#)
[Universal Precautions](#)
[Universal Precautions](#)
[Student And Family Privacy Rights](#)
[Student And Family Privacy Rights](#)
[Absences And Excuses](#)
[Absences And Excuses](#)
[Chronic Absence And Truancy](#)
[Chronic Absence And Truancy](#)
[Student Records](#)
[Student Records](#)
[Tobacco](#)
[Tobacco](#)
[Health Care And Emergencies](#)
[Health Care And Emergencies](#)
[Infectious Diseases](#)
[Infectious Diseases](#)
[Asthma Management](#)
[Asthma Management](#)
[Specialized Health Care Services](#)
[Food Allergies/Special Dietary Needs](#)
[Food Allergies/Special Dietary Needs](#)
[School Health Services](#)
[School Health Services](#)
[Parent/Guardian Notifications](#)
[Parent/Guardian Notifications](#)
[Parent/Guardian Notifications](#)
[Parent/Guardian Notifications](#)
[Before/After School Programs](#)
[Before/After School Programs](#)
[Comprehensive Health Education](#)
[Comprehensive Health Education](#)
[Athletic Competition](#)
[Athletic Competition](#)

Cross References

6163.2

6163.2

6164.6

6164.6

Description[Animals At School](#)[Animals At School](#)[Identification And Education Under Section 504](#)[Identification And Education Under Section 504](#)

Policy 5144: Discipline

Status: DRAFT

Original Adopted Date: 02/21/2019

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

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

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

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

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

A student shall not be denied recess unless the student's participation poses an immediate threat to the physical safety of the student or to the physical safety of one or more of the student's peers. If, due to such immediate threat, a student is denied recess, staff shall make all reasonable efforts to resolve the threat and minimize the student's exclusion from recess, to the greatest extent practicable. (Education Code 49056)

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

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

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

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

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

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively and equitably implement the disciplinary strategies adopted for district schools, including,

but not limited to, knowledge of school and classroom management skills and their consistent application, effective accountability and positive intervention techniques, and the tools to form strong, cooperative relationships with parents/guardians.

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

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

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 307	Participation in school activities until departure of bus
5 CCR 353	Detention after school
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35146	Closed sessions
Ed. Code 35291-35291.5	Rules
Ed. Code 35291.5	School-adopted discipline rules
Ed. Code 37223	Weekend classes
Ed. Code 48900-48926	Suspension and expulsion
Ed. Code 48980-48985	Parent/Guardian notifications
Ed. Code 49005-49006.4	Seclusion and restraint
Ed. Code 49055	Restorative justice practices
Ed. Code 49056	Prohibition of denial of recess
Ed. Code 49330-49335	Injurious objects
Ed. Code 49414.4	Opioid misuse; alternative to referral to law enforcement
Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 52060-52077	Local control and accountability plan
Federal	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504
42 USC 1751-1769j	School Lunch Program
42 USC 1773	School Breakfast Program
Management Resources	Description
California Dept of Education Program Advisories	Classroom Management: A California Resource Guide for Teachers and Administrators of Elementary and Secondary Schools, 2000
CSBA Publication	The Case for Reducing Out-of-School Suspensions and Expulsions, Fact Sheet, April 2014
CSBA Publication	Recent Legislation on Discipline: AB 240, Fact Sheet, March 2015
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Management Resources

CSBA Publication

CSBA Publication

Fix School Discipline Project

U.S. DOE, Office for Civil Rights Publication

U.S. DOE, Office for Civil Rights Publication

U.S. DOE, Office for Civil Rights Publication

Website

Website

Website

Website

Website

Description

[Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014](#)

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

[Sample alternative discipline policy](#)

Resource on Confronting Racial Discrimination in Student Discipline

[Fact Sheet: Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973](#)

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

[CSBA District and County Office of Education Legal Services](#)

[Public Counsel](#)

[U.S. Department of Education, Office for Civil Rights](#)

[California Department of Education](#)

[CSBA](#)

Cross References

0450

0450

0460

0460

1114

1114

1312.3

1312.3

1312.3-E PDF(1)

1312.3-E PDF(2)

1313

3512

3512-E PDF(1)

3513.3

3513.3

3515

3515

3515.21

3515.3

3515.3

3515.31

3515.4

3515.4

3543

Description

[Comprehensive Safety Plan](#)

[Comprehensive Safety Plan](#)

[Local Control And Accountability Plan](#)

[Local Control And Accountability Plan](#)

[District-Sponsored Social Media](#)

[District-Sponsored Social Media](#)

[Uniform Complaint Procedures](#)

[Uniform Complaint Procedures](#)

[Uniform Complaint Procedures](#)

[Uniform Complaint Procedures](#)

[Civility](#)

[Equipment](#)

[Equipment](#)

[Tobacco-Free Schools](#)

[Tobacco-Free Schools](#)

[Campus Security](#)

[Campus Security](#)

[Unmanned Aircraft Systems \(Drones\)](#)

[District Police/Security Department](#)

[District Police/Security Department](#)

[School Resource Officers](#)

[Recovery For Property Loss Or Damage](#)

[Recovery For Property Loss Or Damage](#)

[Transportation Safety And Emergencies](#)

Cross References

4131
4158
4158
4258
4258
4358
4358
5000
5020
5020
5030
5112.1
5112.1
5112.5
5113.1
5113.1
5116.2
5125
5125
5127
5131
5131.1
5131.1
5131.2
5131.2
5131.4
5131.4
5131.41
5131.5
5131.6
5131.6
5131.62
5131.62
5131.63
5131.63
5131.63-E PDF(1)
5131.7
5131.7
5131.9
5132

Description

[Staff Development](#)
[Employee Security](#)
[Employee Security](#)
[Employee Security](#)
[Employee Security](#)
[Employee Security](#)
[Employee Security](#)
[Concepts And Roles](#)
[Parent Rights And Responsibilities](#)
[Parent Rights And Responsibilities](#)
[Student Wellness](#)
[Exemptions From Attendance](#)
[Exemptions From Attendance](#)
[Open/Closed Campus](#)
[Chronic Absence And Truancy](#)
[Chronic Absence And Truancy](#)
[Involuntary Student Transfers](#)
[Student Records](#)
[Student Records](#)
[Graduation Ceremonies And Activities](#)
[Conduct](#)
[Bus Conduct](#)
[Bus Conduct](#)
[Bullying](#)
[Bullying](#)
[Student Disturbances](#)
[Student Disturbances](#)
[Use Of Seclusion And Restraint](#)
[Vandalism And Graffiti](#)
[Alcohol And Other Drugs](#)
[Alcohol And Other Drugs](#)
[Tobacco](#)
[Tobacco](#)
[Steroids](#)
[Steroids](#)
[Steroids](#)
[Weapons And Dangerous Instruments](#)
[Weapons And Dangerous Instruments](#)
[Academic Honesty](#)
[Dress And Grooming](#)

Cross References**Description**

5132	Dress And Grooming
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5142	Safety
5142	Safety
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5144.4	Required Parental Attendance
5144.4	Required Parental Attendance
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E PDF(1)	Parent/Guardian Notifications
5145.6-E PDF(2)	Parent/Guardian Notifications
5145.6-E PDF(3)	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.7	Sex Discrimination and Sex-Based Harassment
5145.7	Sex Discrimination and Sex-Based Harassment
5145.71	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
5145.71-E PDF(1)	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6145.8	Assemblies And Special Events
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6153-E PDF(1)	School-Sponsored Trips
6159.4	Behavioral Interventions For Special Education Students
6162.54	Test Integrity/Test Preparation
6163.4	Student Use Of Technology

Cross References

6163.4

6163.4-E PDF(1)

6164.2

6164.5

6164.5

6184

6184

9321

9321-E(1)

9321-E(2)

Description[Student Use Of Technology](#)[Student Use Of Technology](#)[Guidance/Counseling Services](#)[Student Success Teams](#)[Student Success Teams](#)[Continuation Education](#)[Continuation Education](#)[Closed Session](#)[Closed Session](#)[Closed Session](#)

Regulation 5144: Discipline

Status: DRAFT

Original Adopted Date: 02/21/2019

Site-Level Rules

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

1. Parents/guardians
2. Teachers
3. School administrators
4. School security personnel, if any
5. Students in grades seven through twelve

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

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

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

Disciplinary Strategies

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

1. Discussion or conference between school staff, the student, and the student's parents/guardians
2. Referral of the student to the school counselor or other school support service personnel for case management and counseling
3. Convening of a study team, guidance team, resource panel, or other intervention-related team to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and the student's parents/guardians
4. When applicable, referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program (IEP) or a Section 504 plan
5. Enrollment in a program for teaching prosocial behavior or anger management
6. Participation in a restorative justice program
7. A positive behavior support approach with tiered interventions that occur during the school day on campus
8. Participation in a social and emotional learning program that teaches students the ability to understand and manage emotions, develop caring and concern for others, make responsible decisions, establish positive relationships, and handle challenging situations capably

9. Participation in a program that is sensitive to the traumas experienced by students, focuses on students' behavioral health needs, and addresses those needs in a proactive manner
10. After-school programs that address specific behavioral issues or expose students to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups
11. Detention after school hours as provided in the section below entitled "Detention After School"
12. Community service as provided in the section below entitled "Community Service"
13. In accordance with Board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities
14. Reassignment to an alternative educational environment
15. Suspension and expulsion in accordance with law, Board policy, and administrative regulation

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

When a student has been suspended, or other means of correction have been implemented against the student, for an incident of racist bullying, harassment, or intimidation, the principal or designee shall engage both the victim and perpetrator in a restorative justice practice suitable to the needs of the students. The principal or designee shall also require the perpetrator to engage in a culturally sensitive program that promotes racial justice and equity and combats racism and ignorance and shall regularly check on the victim to ensure that the victim is not in danger of suffering from any long-lasting mental health issues. (Education Code 48900.5)

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

When disciplining a student who has been identified for special education and related services, the procedures specified in Administrative Regulation 5144.2 - Suspension And Expulsion/Due Process (Students With Disabilities) shall be applied. If a student has not been identified as a student with a disability and the district suspects the behavior that resulted in discipline may be based in an unidentified disability, the district shall conduct an evaluation to determine if the student has a disability which requires an IEP or 504 plan. (U.S.C. 1412(a)(3))

Detention After School

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

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

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

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

Community Service

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

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

Notice to Parents/Guardians and Students

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

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

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 307	Participation in school activities until departure of bus
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Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor
Ed. Code 32280-32289.5	School safety plans
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Ed. Code 49055	Restorative justice practices
Ed. Code 49056	Prohibition of denial of recess
Ed. Code 49330-49335	Injurious objects
Ed. Code 49414.4	Opioid misuse; alternative to referral to law enforcement
Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 52060-52077	Local control and accountability plan
Federal	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504
42 USC 1751-1769j	School Lunch Program
42 USC 1773	School Breakfast Program
Management Resources	Description
California Dept of Education Program Advisories	Classroom Management: A California Resource Guide for Teachers and Administrators of Elementary and Secondary Schools, 2000
CSBA Publication	The Case for Reducing Out-of-School Suspensions and Expulsions, Fact Sheet, April 2014

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CSBA Publication

CSBA Publication

CSBA Publication

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U.S. DOE, Office for Civil Rights Publication

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Website

Website

Website

Website

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

[Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011](#)

[Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014](#)

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

[Sample alternative discipline policy](#)

Resource on Confronting Racial Discrimination in Student Discipline

[Fact Sheet: Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973](#)

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

[CSBA District and County Office of Education Legal Services](#)

[Public Counsel](#)

[U.S. Department of Education, Office for Civil Rights](#)

[California Department of Education](#)

[CSBA](#)

Cross References

0450

0450

0460

0460

1114

1114

1312.3

1312.3

1312.3-E PDF(1)

1312.3-E PDF(2)

1313

3512

3512-E PDF(1)

3513.3

3513.3

3515

3515

3515.21

3515.3

3515.3

3515.31

3515.4

Description

[Comprehensive Safety Plan](#)

[Comprehensive Safety Plan](#)

[Local Control And Accountability Plan](#)

[Local Control And Accountability Plan](#)

[District-Sponsored Social Media](#)

[District-Sponsored Social Media](#)

[Uniform Complaint Procedures](#)

[Uniform Complaint Procedures](#)

[Uniform Complaint Procedures](#)

[Uniform Complaint Procedures](#)

[Civility](#)

[Equipment](#)

[Equipment](#)

[Tobacco-Free Schools](#)

[Tobacco-Free Schools](#)

[Campus Security](#)

[Campus Security](#)

[Unmanned Aircraft Systems \(Drones\)](#)

[District Police/Security Department](#)

[District Police/Security Department](#)

[School Resource Officers](#)

[Recovery For Property Loss Or Damage](#)

Cross References**Description**

3515.4	Recovery For Property Loss Or Damage
3543	Transportation Safety And Emergencies
4131	Staff Development
4158	Employee Security
4158	Employee Security
4258	Employee Security
4258	Employee Security
4358	Employee Security
4358	Employee Security
5000	Concepts And Roles
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5030	Student Wellness
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.5	Open/Closed Campus
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5116.2	Involuntary Student Transfers
5125	Student Records
5125	Student Records
5127	Graduation Ceremonies And Activities
5131	Conduct
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.2	Bullying
5131.2	Bullying
5131.4	Student Disturbances
5131.4	Student Disturbances
5131.41	Use Of Seclusion And Restraint
5131.5	Vandalism And Graffiti
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.62	Tobacco
5131.62	Tobacco
5131.63	Steroids
5131.63	Steroids
5131.63-E PDF(1)	Steroids
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments

Cross References

5131.9
5132
5132
5137
5138
5141.4
5141.4
5142
5142
5144.1
5144.1
5144.2
5144.4
5144.4
5145.2
5145.2
5145.3
5145.3
5145.6
5145.6-E PDF(1)
5145.6-E PDF(2)
5145.6-E PDF(3)
5145.6-E(1)
5145.7
5145.7
5145.71
5145.71-E PDF(1)
5145.9
5148.2
5148.2
6145
6145
6145.2
6145.2
6145.8
6153
6153
6153-E PDF(1)
6159.4

Description

[Academic Honesty](#)
[Dress And Grooming](#)
[Dress And Grooming](#)
[Positive School Climate](#)
[Conflict Resolution/Peer Mediation](#)
[Child Abuse Prevention And Reporting](#)
[Child Abuse Prevention And Reporting](#)
[Safety](#)
[Safety](#)
[Suspension And Expulsion/Due Process](#)
[Suspension And Expulsion/Due Process](#)
[Suspension And Expulsion/Due Process \(Students With Disabilities\)](#)
[Required Parental Attendance](#)
[Required Parental Attendance](#)
[Freedom Of Speech/Expression](#)
[Freedom Of Speech/Expression](#)
[Nondiscrimination/Harassment](#)
[Nondiscrimination/Harassment](#)
[Parent/Guardian Notifications](#)
[Parent/Guardian Notifications](#)
[Parent/Guardian Notifications](#)
[Parent/Guardian Notifications](#)
[Sex Discrimination and Sex-Based Harassment](#)
[Sex Discrimination and Sex-Based Harassment](#)
[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)
[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)
[Hate-Motivated Behavior](#)
[Before/After School Programs](#)
[Before/After School Programs](#)
[Extracurricular And Cocurricular Activities](#)
[Extracurricular And Cocurricular Activities](#)
[Athletic Competition](#)
[Athletic Competition](#)
[Assemblies And Special Events](#)
[School-Sponsored Trips](#)
[School-Sponsored Trips](#)
[School-Sponsored Trips](#)
[Behavioral Interventions For Special Education Students](#)

Cross References

6162.54

6163.4

6163.4

6163.4-E PDF(1)

6164.2

6164.5

6164.5

6184

6184

9321

9321-E(1)

9321-E(2)

Description[Test Integrity/Test Preparation](#)[Student Use Of Technology](#)[Student Use Of Technology](#)[Student Use Of Technology](#)[Guidance/Counseling Services](#)[Student Success Teams](#)[Student Success Teams](#)[Continuation Education](#)[Continuation Education](#)[Closed Session](#)[Closed Session](#)[Closed Session](#)

Regulation 5145.7: Sex Discrimination and Sex-Based Harassment

Status: DRAFT

Original Adopted Date: 10/20/2016 | **Last Revised Date:** 02/18/2021

Harmony Union School District

Administrative Regulation 5145.7: Sexual Harassment

Status: PENDING

Original Adopted Date: | **Last Revised Date:** | **Last Reviewed Date:**

The district does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations. Sex discrimination, including sex-based harassment, is prohibited in district education programs and activities.

Definitions

Sex discrimination includes treating a student differently with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services based on the student's sex, sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions and recovery; parental, family, or marital status; or the student's association with a person or group with one or more of these actual or perceived characteristics.

Sex discrimination, including sex-based harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct and occurs when prohibited conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Sex-based harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, sex stereotypes, sex characteristics, or other bases specified above. Conduct will constitute sex-based harassment when it takes the form of: (34 CFR 106.2, 106.11)

1. Quid pro quo harassment: A district employee, agent, or other individual authorized by the district to provide an aid, benefit, or service in the district's education program or activity conditioning the provision of district aid, benefit, or service on a student's participation in unwelcome sexual conduct
2. Hostile environment harassment: Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the district's education program or activity

Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sex-based harassment in violation of district policy if it has a continuing effect on a student's ability to participate in or benefit from district educational programs or activities.

3. Sexual assault, dating violence, domestic violence, or stalking as defined in 34 CFR 106.2

Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or

of creating an intimidating, hostile, or offensive educational environment

4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity

Examples of Sex Discrimination and Sex-Based Harassment

Examples of types of conduct which are prohibited in the district and which may constitute sex- based harassment, under state and/or federal law, in accordance with the definitions above, include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions
2. Unwelcome sex-based slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversation
4. Sex-based jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading sex-based rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking, or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion
12. Electronic communications containing comments, words, or images described above

Title IX Coordinator/Compliance Officer

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX. The individual(s) shall also serve as the Compliance Officer(s) specified in Administrative Regulation 1312.3 - Uniform Complaint Procedures and Administrative Regulation 5145.3 - Nondiscrimination/Harassment as the responsible employee(s) to handle student complaints alleging unlawful discrimination, as permitted by law. The Title IX Coordinator(s) may be contacted at:

Matthew Morgan, Superintendent-Principal
1935 Bohemian Highway
Occidental, CA 94565
Phone (707) 874-1205
mmorgan@harmonyusd.org

Notifications

To prevent unlawful sex discrimination and sex-based harassment in district programs and activities, the Superintendent or designee shall provide notifications and implement measures to prevent discrimination and harassment as specified in Administrative Regulation 5145.3 - Nondiscrimination/Harassment.

In addition to the measures to prevent discrimination specified in Administrative Regulation 5145.3 - Nondiscrimination/Harassment, the Superintendent or designee shall ensure that a copy of the district's sex discrimination and sex-based harassment policy and regulation:

1. Is displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted. (Education Code 231.5)
2. Is provided as part of any orientation program conducted for new and continuing students at the time the student is enrolled or at the beginning of each quarter, semester, or summer session. (Education Code 231.5)
3. Appears in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct. (Education Code 231.5)

Reports and Complaints

A student or a student's parent(s)/guardian(s) who believes that the student has been subjected to sex discrimination, including sex-based harassment, in a district program or activity or who has witnessed sex discrimination, including sex-based harassment, is strongly encouraged to report the incident to the district's Title IX Coordinator, a teacher, the principal, or any other available school employee. Within one workday of receiving such a report, the principal or other school employee shall forward the report to the district's Title IX Coordinator. Any school employee who observes sex discrimination or sex-based harassment shall, within one workday, report the observation to the Title IX Coordinator as specified in the accompanying board policy. The report shall be made regardless of whether the alleged victim files a formal complaint or requests confidentiality.

When a report or complaint of sex discrimination or sex-based harassment involves off-campus conduct, the Title IX Coordinator shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If the Title IX Coordinator determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.

Complaint Procedures

All complaints and allegations of sex discrimination and sex-based harassment shall be investigated and resolved in accordance with 34 CFR 106.44 and 106.45 and Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Issues Unique to Intersex, Nonbinary, Transgender and Gender-Nonconforming Students

Gender identity of a student means the student's gender-related identity, appearance, or behavior as determined from the student's internal sense, regardless of whether that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Intersex student means a student with natural bodily variations in anatomy, hormones, chromosomes, and other traits that differ from expectations generally associated with female and male bodies.

Nonbinary student means a student whose gender identity falls outside of the traditional conception of strictly either female or male, regardless of whether the student identifies as transgender, was born with intersex traits, uses gender-neutral pronouns, or uses agender, genderqueer, pangender, gender nonconforming, gender variant, or such

other more specific term to describe their gender.

Transgender student means a student whose gender identity is different from the gender assigned at birth.

The district prohibits acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, sex stereotypes, sex characteristics, sexual orientation, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment, regardless of whether the acts are sexual in nature. Examples of the types of conduct that are prohibited in the district and which may constitute sex-based hostile environment harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with the student's gender identity
2. Disciplining or disparaging a student or excluding the student from participating in activities, for behavior or appearance that is consistent with the student's gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable
3. Blocking a student's entry to the restroom that corresponds to the student's gender identity
4. Taunting a student because the student participates in an athletic activity more typically favored by a student of the other sex
5. Revealing a student's gender identity to individuals who do not have a legitimate need for the information, without the student's consent
6. Using gender-specific slurs
7. Assaulting a student because of the student's gender, sex characteristic, sexual orientation, gender identity, or gender expression

To ensure that intersex, nonbinary, transgender, and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. Right to privacy: A student's intersex, nonbinary, transgender, or gender-nonconforming status is the student's private information

The district shall develop strategies to prevent unauthorized disclosure of students' private information. Such strategies may include, but are not limited to, collecting or maintaining information about student gender only when relevant to the educational program or activity, protecting or revealing a student's gender identity as necessary to protect the health or safety of the student, and keeping a student's unofficial record separate from the official record.

The district shall only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. (Education Code 220.3, 220.5; 34 CFR 99.31, 99.36)

The district shall only allow disclosure of a student's personally identifiable information to employees in accordance with law. Any district employee to whom a student's intersex, nonbinary, transgender, or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to a district employee by a student, the employee shall seek the student's permission to notify the Compliance Officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless the employee is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to the student's status as an intersex, nonbinary, transgender, or gender-nonconforming student. If the student permits the employee to notify the Compliance Officer, the employee shall do so within three school days.

As appropriate given the student's need for support, the Compliance Officer may discuss with the student any need to disclose the student's intersex, nonbinary, transgender, or gender-nonconformity status or gender identity or gender expression to the student's parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and request assistance in doing so.

2. **Determining a Student's Gender Identity:** The Compliance Officer shall accept the student's assertion of gender identity and begin to treat the student consistent with that gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose
3. **Addressing a Student's Transition Needs:** The Compliance Officer shall arrange a meeting with the student and, if appropriate, the student's parents/guardians to identify and develop strategies for ensuring that the student's access to educational programs and activities is maintained

The meeting shall discuss the intersex, nonbinary, transgender, or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the Compliance Officer shall identify specific school site employee(s) to whom the student may report any problem related to the student's status as an intersex, nonbinary, transgender, or gender-nonconforming individual, so that prompt action can be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are meeting the student's educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.

4. **Accessibility to Sex-Segregated Facilities, Programs, and Activities:** When the district maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity

To address any student's privacy concerns in using sex-segregated facilities, the district shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because the student is intersex, nonbinary, transgender, or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with the student's gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with the student's gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

Beginning July 1, 2026, each school shall provide and maintain at least one all-gender restroom for student use that meets the requirements of Education Code 35292.5.

5. **Student Records:** Upon each student's enrollment, the district is required to maintain a mandatory permanent student record (official record) that includes the student's gender and legal name

A student's legal name as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed with proper documentation. A student's gender as entered on the student's official record required pursuant to 5 CCR 432 shall only be changed with written authorization of a parent/guardian having legal custody of the student. (Education Code 49061)

However, when proper documentation or authorization, as applicable, is not submitted with a request to change a student's legal name or gender, any change to the student's record shall be limited to the student's unofficial records such as attendance sheets, report cards, and school identification.

6. **Names and Pronouns:** If a student so chooses, district personnel shall be required to address the student by a name and the pronoun(s) consistent with the student's gender identity, without the necessity of a court order or a change to the student's official district record

However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns will, in general, not constitute a violation of this administrative regulation or the accompanying board policy.

7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with the student's gender identity, subject to any dress code adopted on a school site

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.

Federal	Description
20 USC 1092	Definition of sexual assault
20 USC 1221	Application of laws
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
34 CFR 106.1-106.71	Nondiscrimination on the basis of sex in education programs
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs
34 CFR 99.1-99.67	Family Educational Rights and Privacy
34 USC 12291	Definition of dating violence, domestic violence, and stalking
42 USC 1983	Civil action for deprivation of rights
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
Management Resources	Description
Court Decision	Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736
Court Decision	Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Court Decision	Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Court Decision	Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Court Decision	Donovan v. Poway Unified School District (2008) 167 Cal.App.4th 567
Court Decision	Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447
Court Decision	Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
CSBA Publication	Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
U.S. DOE, Office for Civil Rights Publication	Sexual Harassment: It's Not Academic, September 2008
U.S. DOE, Office for Civil Rights Publication	Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
U.S. DOE, Office for Civil Rights Publication	Q&A on Campus Sexual Misconduct, September 2017
U.S. DOE, Office for Civil Rights Publication	Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016
Website	U.S. Department of Education, Office for Civil Rights CSBA
Website	California Department of Education
State	Description
5 CCR 4600-4670	Uniform complaint procedures

5 CCR 4900-4965	Nondiscrimination in elementary and secondary education programs
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships
Ed. Code 200-262.4	Educational equity; prohibition of discrimination on the basis of sex
Ed. Code 48900	Grounds for suspension or expulsion; definition of bullying
Ed. Code 48900	Grounds for suspension and expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48980	Parent/Guardian notifications
Gov. Code 12950.1	Sexual harassment training
Cross References	
Code	Description
0410	Nondiscrimination In County Office Programs And Activities
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1312.3-E(3)	Uniform Complaint Procedures
5131.2	Bullying
5131.2	Bullying
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E(1)	Title IX Sexual Harassment Complaint Procedures
5145.71-E(2)	Title IX Sexual Harassment Complaint Procedures

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 432	Student records
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships
Ed. Code 200-270	Prohibition of discrimination
Ed. Code 220.1	Prohibition of retaliation related to educational equity
Ed. Code 220.3	Prohibition of disclosure of information related to student's sexual orientation, gender identity, or gender expression
Ed. Code 220.5	Prohibition of policies requiring disclosure of information related to student's sexual orientation, gender identity, or gender expression
Ed. Code 35292.5	School restrooms; all-gender restrooms
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48980	Parent/Guardian notifications

State

Ed. Code 48985
 Ed. Code 49060-49079
 Gov. Code 12950.1

Federal

20 USC 1092
 20 USC 1221
 20 USC 1232g
 20 USC 1681-1688
 34 CFR 106.1-106.82
 34 CFR 99.1-99.67
 34 USC 12291
 42 USC 1983
 42 USC 2000d-2000d-7
 42 USC 2000e-2000e-17

Management Resources

California Department of Education Publication

Court Decision

Court Decision

Court Decision

Court Decision

Court Decision

Court Decision

CSBA Publication

CSBA Publication

CSBA Publication

Federal Register

U.S. DOE, Office for Civil Rights Publication

U.S. DOE, Office for Civil Rights Publication

U.S. DOE, Office for Civil Rights Publication

Website

Website

Website

Description

[Notices to parents in language other than English](#)
[Student records](#)
[Sexual harassment training](#)

Description

[Definition of sexual assault](#)
[Application of laws](#)
[Family Educational Rights and Privacy Act \(FERPA\) of 1974](#)
 Title IX of the Education Amendments of 1972; discrimination based on sex
[Nondiscrimination on the basis of sex in education programs](#)
[Family Educational Rights and Privacy](#)
[Definition of dating violence, domestic violence, and stalking](#)
[Civil action for deprivation of rights](#)
 Title VI, Civil Rights Act of 1964
 Title VII, Civil Rights Act of 1964, as amended

Description

California Longitudinal Pupil Achievement Data System (CALPADS) Update FLASH #158: Guidance for Changing a Student's Gender in CALPADS, July 2019

Gebser v. Lago Vista Independent School District (1998) 524 U.S. 274

Oona by Kate S. v. McCaffrey (1998, 9th Cir.) 143 F.3d 473

Reese v. Jefferson School District (2000, 9th Cir.) 208 F.3d 736

Davis v. Monroe County Board of Education (1999) 526 U.S. 629

Doe v. Petaluma City School District (1995, 9th Cir.) 54 F.3d 1447

Donovan v. Poway Unified School District (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District (2003, 9th Cir.) 324 F.3d 1130

[Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011](#)

[Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014](#)

[Legal Guidance on Rights of Transgender and Gender Nonconforming Students in Schools, October 2022](#)

[Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, April 29, 2024, Vol. 89, No. 83, pages 33474-33896](#)

[Sexual Harassment: It's Not Academic, September 2008](#)

[Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001](#)

[Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016](#)

[CSBA District and County Office of Education Legal Services](#)

[California Department of Education](#)

[CSBA](#)

Management Resources

Website

Description

[U.S. Department of Education, Office for Civil Rights](#)

Cross References**Description**

0410

[Nondiscrimination In District Programs And Activities](#)

0450

[Comprehensive Safety Plan](#)

0450

[Comprehensive Safety Plan](#)

1114

[District-Sponsored Social Media](#)

1114

[District-Sponsored Social Media](#)

1312.1

[Complaints Concerning District Employees](#)

1312.1

[Complaints Concerning District Employees](#)

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](#)

1313

[Civility](#)

3515.4

[Recovery For Property Loss Or Damage](#)

3515.4

[Recovery For Property Loss Or Damage](#)

3530

[Risk Management/Insurance](#)

3530

[Risk Management/Insurance](#)

3580

[District Records](#)

3580

[District Records](#)

4117.7

[Employment Status Reports](#)

4118

[Dismissal/Suspension/Disciplinary Action](#)

4118

[Dismissal/Suspension/Disciplinary Action](#)

4119.11

[Sex Discrimination and Sex-Based Harassment](#)

4119.11

[Sex Discrimination and Sex-Based Harassment](#)

4119.12

[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)

4119.12-E PDF(1)

[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)

4131

[Staff Development](#)

4218

[Dismissal/Suspension/Disciplinary Action](#)

4218

[Dismissal/Suspension/Disciplinary Action](#)

4219.11

[Sex Discrimination and Sex-Based Harassment](#)

4219.11

[Sex Discrimination and Sex-Based Harassment](#)

4219.12

[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)

4219.21

[Professional Standards](#)

4219.21-E PDF(1)

[Professional Standards - Code Of Ethics](#)

4231

[Staff Development](#)

4317.7

[Employment Status Reports](#)

4319.11

[Sex Discrimination and Sex-Based Harassment](#)

Cross References

4319.11
4319.12
4319.12-E PDF(1)
4319.21
4319.21-E PDF(1)
5125
5125
5131
5131.2
5131.2
5131.5
5132
5132
5137
5138
5141.4
5141.4
5141.52
5141.52
5144
5144
5144.1
5144.1
5144.2
5145.2
5145.2
5145.3
5145.3
5145.6
5145.6-E PDF(1)
5145.6-E PDF(2)
5145.6-E PDF(3)
5145.6-E(1)
5145.71
5145.71-E PDF(1)
5145.9
5146
6142.1

Description

[Sex Discrimination and Sex-Based Harassment](#)
[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)
[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)
[Professional Standards](#)
[Professional Standards](#)
[Student Records](#)
[Student Records](#)
[Conduct](#)
[Bullying](#)
[Bullying](#)
[Vandalism And Graffiti](#)
[Dress And Grooming](#)
[Dress And Grooming](#)
[Positive School Climate](#)
[Conflict Resolution/Peer Mediation](#)
[Child Abuse Prevention And Reporting](#)
[Child Abuse Prevention And Reporting](#)
[Suicide Prevention](#)
[Suicide Prevention](#)
[Discipline](#)
[Discipline](#)
[Suspension And Expulsion/Due Process](#)
[Suspension And Expulsion/Due Process](#)
[Suspension And Expulsion/Due Process \(Students With Disabilities\)](#)
[Freedom Of Speech/Expression](#)
[Freedom Of Speech/Expression](#)
[Nondiscrimination/Harassment](#)
[Nondiscrimination/Harassment](#)
[Parent/Guardian Notifications](#)
[Parent/Guardian Notifications](#)
[Parent/Guardian Notifications](#)
[Parent/Guardian Notifications](#)
[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)
[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)
[Hate-Motivated Behavior](#)
[Married/Pregnant/Parenting Students](#)
[Sexual Health And HIV/AIDS Prevention Instruction](#)

Cross References**Description**

6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6163.4	Student Use Of Technology
6163.4	Student Use Of Technology
6163.4-E PDF(1)	Student Use Of Technology

Regulation 5145.71: Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

Status: DRAFT

Original Adopted Date: 02/18/2021

Harmony Union School District

Administrative Regulation 5145.71: Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
Status: PENDING

Original Adopted Date: | **Last Revised Date:** | **Last Reviewed Date:**

The district does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX of the Education Amendments of 1972 ("Title IX") and its regulations.

The grievance procedures described in this regulation have been adopted by the district to provide for the prompt and equitable resolution of allegations that a district student, while participating in or attempting to participate in a district education program or activity, was subjected to discrimination on the basis of sex, including but not limited to, sex-based harassment, retaliation, or other conduct prohibited by Title IX.

This regulation only applies to alleged incidents that occurred on or after August 1, 2024. For alleged incidents of sex discrimination or sexual harassment that occurred prior to August 1, 2024, the procedures that applied at the time of the alleged incident should be used.

This regulation applies to any district education program or activity, including but not limited to, events occurring on school property, during any school-related or school-sponsored activity, on school-sponsored transportation, and/or where the district has disciplinary authority.

Allegations that an employee was subjected to conduct prohibited by Title IX shall be addressed using the grievance procedures in Administrative Regulation ("AR") 4119.12, AR 4219.12, or AR 4319.12, as applicable.

Definitions

Complaint means an oral or written request to the district that objectively can be understood as a request for the district to investigate and make a determination about alleged discrimination under Title IX or its regulations. (34 CFR 106.02)

Complainant means: (1) a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations; or (2) a person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations and who was participating or attempting to participate in the district's education program or activity at the time of the alleged sex discrimination. (34 CFR 106.02)

Party means a complainant or respondent. (34 CFR 106.02)

Peer retaliation means retaliation by a student against another student. (34 CFR 106.02)

Pregnancy or related conditions means: (1) pregnancy, childbirth, termination of pregnancy, or lactation; (2) medical conditions related to pregnancy, childbirth, termination of pregnancy, or lactation; or (3) recovery from pregnancy, childbirth, termination of pregnancy, lactation, or related medical conditions. (34 CFR 106.02)

Respondent means a person who is alleged to have violated the district's prohibition on sex discrimination. (34 CFR 106.02)

Retaliation means intimidation, threats, coercion, or discrimination against any person by the district, a student, or an employee or other person authorized by the district to provide aid, benefit, or service under the district's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this part, including in an informal resolution process, in grievance procedures, and in any other actions taken by the district under 34 CFR 106.44 (f)(1). This provision does not limit the district's ability to require an employee to participate as a witness in, or otherwise

assist with, a Title IX investigation or proceeding. (34 CFR 106.02)

Sex discrimination includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. Sex-based harassment is a form of sex discrimination. (34 CFR 106.02, 106.10)

Sex-based harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity, that is (34 CFR 106.02):

1. *Quid pro quo harassment*. An employee, agent, or other person authorized by the district to provide an aid, benefit, or service under the district's education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct;
2. *Hostile environment harassment*. Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the district's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
 - i. The degree to which the conduct affected the complainant's ability to access the district's education program or activity;
 - ii. The type, frequency, and duration of the conduct;
 - iii. The parties' ages, roles within the district's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
 - iv. The location of the conduct and the context in which the conduct occurred; and
 - v. Other sex-based harassment in the district's education program or activity; or
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 34 CFR 106.2.

Supportive measures means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a Complainant or Respondent, not for punitive or disciplinary reasons, and without fee or charge to the Complainant or Respondent to (34 CFR 106.02):

1. Restore or preserve that party's access to the district's education program or activity, including measures that are designed to protect the safety of the parties or the district's educational environment; or
2. Provide support during the district's grievance procedures or during an informal resolution process.

General Title IX Requirements

When implementing the district's Title IX grievance procedures, the Title IX Coordinator shall ensure compliance with the following requirements (34 CFR 106.45, 106.44):

1. That Complainants and Respondents are treated equitably.
2. That the Title IX Coordinator, investigator, decisionmaker, appeal decisionmaker, and any facilitator of an informal resolution process do not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. Such persons shall also receive training in accordance with 34 CFR 106.8. A decisionmaker may be the same person as the Title IX Coordinator or investigator.
3. That the Respondent is presumed not responsible for the alleged sex discrimination until a determination is made at the conclusion of these grievance procedures.
4. That discipline is not imposed on a Respondent for sex discrimination prohibited by Title IX or its regulations unless there is a determination at the conclusion of these grievance procedures that the Respondent engaged in prohibited sex discrimination.
5. That reasonable steps are taken to protect the privacy of the parties and witnesses during the grievance procedures. These steps shall not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses (subject to the district's prohibition on peer retaliation); consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures.
6. That all relevant and permissible evidence – including both inculpatory and exculpatory evidence – is objectively evaluated and that credibility determinations are not based on a person's status as a Complainant, Respondent, or witness.
7. That all evidence considered impermissible or privileged under 34 CFR 106.45(b) is excluded.

The district prohibits retaliation against an individual for reporting suspected sex discrimination, making a Complaint, being a witness, or otherwise participating in a Title IX investigation or proceeding. Retaliation is illegal under federal and state nondiscrimination laws, prohibited by Board policy, and will result in disciplinary action.

The district shall not disclose personally identifiable information obtained in the course of complying with Title IX regulations, except: (1) when the district has obtained prior written consent from a person with the legal right to consent to the disclosure; (2) when the information is disclosed to a parent, guardian, or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue; (3) to carry out the purposes of the Title IX regulations, including action taken to address conduct that reasonably may constitute sex discrimination under Title IX in the district's education program or activity; (4) as required by federal law, federal regulations, or the terms and conditions of a federal award, including a grant award or other funding agreement; or (5) to the extent such disclosures are not otherwise in conflict with Title IX or its regulations, when required by state or local law or when permitted under FERPA, 20 U.S.C. 1232g, or its implementing regulations, 34 CFR part 99. (34 CFR 106.44(j))

If either party is a student with a disability, the Title IX Coordinator or designee shall consult with one or more members, as appropriate, of the student's individualized education program ("IEP") or 504 team, to determine how to comply with the requirements of the Individuals with Disabilities Education Act ("IDEA") or Section 504 of the Rehabilitation Act of 1973.

Title IX Coordinator

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX. The Title IX Coordinator(s) may be contacted at:

Matthew Morgan, Superintendent-Principal
1935 Bohemian Highway
Occidental, CA 94565
Phone (707) 874-1205
mmorgan@harmonyusd.org

Duty to Report Prohibited Conduct

An employee shall notify the Title IX Coordinator within one (1) workday when the employee has information about conduct that reasonably may constitute sex discrimination, including but not limited to sex-based harassment, under Title IX or its regulations. (34 CFR 106.44(c))

Nothing in this regulation alters an employee's obligations to report suspected child abuse or neglect under mandated reporting laws.

Students who believe that they have, or another student has, been discriminated against or harassed on the basis of sex are strongly encouraged to report their concern promptly to the Title IX Coordinator or other staff.

The Title IX Coordinator shall monitor the district's education programs and activities for barriers to reporting information about conduct that reasonably may constitute sex discrimination under Title IX or its regulations and take steps reasonably calculated to address such barriers. (34 CFR 106.44(b))

When notified of conduct that reasonably may constitute sex discrimination under Title IX and its regulations, including but not limited to sex-based harassment, the Title IX coordinator shall (34 CFR 106.44(f)):

1. If applicable, immediately report any suspected child abuse in accordance with mandated reporting requirements;
2. Contact the Complainant and/or the individual who reported the conduct to provide information regarding the district's grievance procedures and any informal resolution process, if available and appropriate; offer supportive measures as appropriate; and determine how they wish to proceed; and
3. If a Complaint is made, notify the Respondent of the grievance procedures and any informal resolution process, if available and appropriate, and coordinate supportive measures, as appropriate, for the Respondent.

Complaints

The following people have a right to make a Complaint of sex discrimination, including a Complaint of sex-based harassment, requesting that the district investigate and make a determination about alleged discrimination under Title IX (34 CFR 106.45(a), 106.02):

1. A Complainant;
2. A parent, guardian, or other authorized legal representative with the legal right to act on behalf of a Complainant; or

3. The district's Title IX Coordinator or designee.

With respect to complaints of sex discrimination other than sex-based harassment, in addition to the people listed above, the following persons have a right to make a Complaint (34 CFR 106.45(a)):

1. Any student or employee; or
2. Any person other than a student or employee who was participating or attempting to participate in a district education program or activity at the time of the alleged sex discrimination.

In the absence of a Complaint or the withdrawal of any or all of the allegations in a Complaint, and in the absence or termination of an informal resolution process, the Title IX Coordinator, when notified of conduct that reasonably may constitute sex discrimination, shall determine whether to initiate a Complaint of sex discrimination. To make this fact-specific determination, the Title IX Coordinator must consider, at a minimum, the following factors (34 CFR 106.44(f)):

1. The Complainant's request not to proceed with initiation of a Complaint;
2. The Complainant's reasonable safety concerns regarding initiation of a Complaint;
3. The risk that additional acts of sex discrimination would occur if a Complaint is not initiated;
4. The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a Respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;
5. The age and relationship of the parties, including whether the Respondent is an employee of the district;
6. The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;
7. The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and
8. Whether the district could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

If, after considering these and other relevant factors, the Title IX Coordinator determines that the conduct as alleged presents an imminent and serious threat to the health or safety of the Complainant or other person, or that the conduct as alleged prevents the district from ensuring equal access on the basis of sex to its education program or activity, the Title IX Coordinator may initiate a Complaint. (34 CFR 106.44(f))

If the Title IX Coordinator initiates a Complaint, the Title IX Coordinator shall notify the Complainant of the Complaint prior to doing so, as well as provide other notices as required by the Title IX regulations at specific points

in the grievance procedures, and appropriately address reasonable concerns about the Complainant's safety or the safety of others, including by providing supportive measures. (34 CFR 106.44(f))

Regardless of whether a Complaint is initiated, the Title IX Coordinator shall take other appropriate prompt and effective steps, in addition to steps necessary to effectuate the remedies provided to an individual Complainant, if any, to ensure that sex discrimination does not continue or recur within the district's education program or activity. (34 CFR 106.44(f))

Complaints of sex discrimination may be consolidated when they arise out of the same facts or circumstances, including Complaints against more than one Respondent, Complaints by more than one Complainant, or Complaints by one party against another party. (34 CFR 106.45(e))

Initial Evaluation

Upon receipt of a Complaint, the Title IX Coordinator or designee shall conduct a prompt initial evaluation to determine whether to dismiss or investigate a complaint, within the timeline specified in the section below titled "Timelines for Grievance Procedures."

The Title IX Coordinator or designee may dismiss a Complaint of sex discrimination if (34 CFR 106.45(d)):

1. The district is unable to identify the Respondent after taking reasonable steps to do so;
2. The Respondent is not participating in a district education program or activity and is not employed by the district;
3. The Complainant voluntarily withdraws any or all of the allegations in the Complaint, the Title IX Coordinator declines to initiate a complaint, and the Title IX Coordinator determines that, without the Complainant's withdrawn allegations, the conduct that remains alleged in the Complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
4. The Title IX Coordinator or designee determines the conduct alleged in the Complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the Complaint, the Title IX Coordinator or designee shall make reasonable efforts to clarify the allegations with the Complainant.

Upon dismissal, the Title IX Coordinator or designee shall promptly notify the Complainant of the basis for the dismissal. If the dismissal occurs after the Respondent has been notified of the allegations, then the Title IX Coordinator or designee shall also notify the Respondent of the dismissal and the basis for the dismissal promptly following notification to the Complainant, or simultaneously if notification is in writing. (34 CFR 106.45(d))

The Title IX Coordinator or designee shall notify the Complainant that a dismissal may be appealed and shall provide the Complainant with an opportunity to appeal the dismissal of a Complaint. If the dismissal occurs after the Respondent has been notified of the allegations, then the Title IX Coordinator or designee shall also notify the Respondent that the dismissal may be appealed. Dismissals may be appealed on the following bases (34 CFR 106.45(d)):

1. Procedural irregularity that would change the outcome;
2. New evidence that would change the outcome and that was not reasonably available when the dismissal was made; and
3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that would change the outcome.

If the dismissal is appealed, the Title IX Coordinator or designee shall (34 CFR 106.45(d)):

1. Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the Respondent;
2. Implement appeal procedures equally for the parties;
3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the Complaint;
4. Ensure that the decisionmaker for the appeal has been trained consistent with 34 CFR 106.8;
5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and
6. Notify the parties of the result of the appeal and the rationale for the result.

When a Complaint is dismissed, the Title IX Coordinator or designee shall, at a minimum, undertake the following: (1) offer supportive measures to the Complainant as appropriate; (2) if the Respondent has been notified of the allegations, offer supportive measures to the Respondent as appropriate; and (3) take other prompt and effective steps, as appropriate, to ensure that sex discrimination does not continue or recur within a district education program or activity. (34 CFR 106.45(d))

If a Complaint is dismissed, the conduct may still be addressed pursuant to other board policies or district regulations where applicable, including but not limited to BP/AR 1312.3 – Uniform Complaint Procedures.

If after an initial evaluation the Complaint is *not* dismissed, the Title IX Coordinator shall either initiate the district's grievance procedures or, if available and appropriate and requested by all the parties, an informal resolution process as specified in the section below titled "Informal Resolution Process." (34 CFR 106.44(f))

Notice of Allegations

Upon initiation of the district's Title IX grievance procedures, the Title IX Coordinator or designee shall notify the known parties in writing of the following (34 CFR 106.45(c)):

1. The district's Title IX grievance procedures and any informal resolution process;
2. Sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination, and the date(s) and location(s) of the alleged incident(s);
3. A statement that retaliation is prohibited; and
4. A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence. If a description of the evidence is provided, the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party.

If, in the course of an investigation, the Title IX Coordinator or designee decides to investigate additional allegations of sex discrimination by the Respondent toward the Complainant that are not included in the notice provided or that

are included in a Complaint that is consolidated, the Title IX Coordinator or designee shall notify the known parties of the additional allegations. (34 CFR 106.45(c))

Investigation Procedures

The Title IX Coordinator or designee shall designate an investigator and a decisionmaker to determine whether sex discrimination occurred. The investigator may be the same person as the decisionmaker. Neither the investigator nor the decisionmaker may have a conflict of interest or bias and both shall have received training in accordance with 34 CFR 106.8.

The designated investigator shall conduct an investigation that is adequate, reliable, and impartial by (34 CFR 106.45(b), (f)):

1. Ensuring that the burden is on the district's investigator – not on the parties – to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred.
2. Ensuring that the parties have an equal opportunity to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible.
3. Reviewing all evidence gathered through the investigation and determining what evidence is relevant and what evidence is impermissible regardless of relevance.
4. Excluding the following types of evidence as impermissible, including questions seeking such evidence:
 - a. Evidence that is protected under a privilege recognized by Federal or State law unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
 - b. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the district obtains that party's or witness's voluntary, written consent for use in its grievance procedures; and
 - c. Evidence that relates to the Complainant's sexual interests or prior sexual conduct, unless evidence about the Complainant's prior sexual conduct is offered to prove that someone other than the Respondent committed the alleged conduct or is evidence about specific incidents of the Complainant's prior sexual conduct with the Respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the Complainant and Respondent does not by itself demonstrate or imply the Complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.
5. Providing each party with an equal opportunity to access the evidence that is relevant to the allegations of sex discrimination and not otherwise impermissible, by:
 - a. Providing an equal opportunity to access such evidence, or an accurate description of this evidence.

If the parties are provided with a description of the evidence, the designated investigator shall, upon the request of

any party, provide the parties with an equal opportunity to access the relevant and not otherwise impermissible evidence.

- b. Providing a reasonable opportunity to respond to the evidence or the accurate description of the evidence for a period of five (5) calendar days, unless such review period is voluntarily waived by both parties.
- c. Taking reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. Disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.

Employees are required to participate as a witness in, or otherwise assist with, an investigation under this regulation.

The investigator shall complete the investigation within the timeline specified in the section below titled "Timelines for Grievance Procedures."

At the completion of the investigation, the investigator shall provide to the parties an evidence review period as pro specified in the section below titled "Timelines for Grievance Procedures."

Written Decision

At the completion of the investigation, if the designated investigator is not the decisionmaker, the investigator shall provide all of the relevant and not otherwise impermissible evidence obtained in the investigation to the decisionmaker.

If credibility is both in dispute and relevant to evaluating one or more allegations of sex discrimination, the district must ensure that the decisionmaker is able to question parties and witnesses to adequately assess credibility. Credibility determinations shall not be based on a person's status as a Complainant, Respondent, or witness. (34 CFR 106.45(b), (g))

The decisionmaker shall apply the preponderance of the evidence standard to make a determination as to whether sex discrimination occurred. If the decisionmaker is not persuaded under the preponderance of the evidence standard that sex discrimination occurred, the decisionmaker must not determine that sex discrimination occurred. (34 CFR 106.45(b), 106.45(h))

The district shall notify the parties in writing of the determination whether sex discrimination occurred under Title IX including the rationale for such determination, and the procedures and permissible bases for the Complainant and Respondent to appeal. (34 CFR 106.45(h))

The written decision shall be issued to the parties within the timeline specified in the section below titled "Timelines for Grievance Procedures."

Appeals

Either party may appeal the determination of a Complaint on one of the following bases:

1. Procedural irregularity that would change the outcome;
2. New evidence that would change the outcome and that was not reasonably available when the determination or dismissal was made; or
3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the

outcome.

An appeal must be made in writing to the Title IX Coordinator within five (5) days of the issuance of the written determination and must state the basis for the appeal.

Upon receipt of an appeal, the Title IX Coordinator shall promptly notify the other party of the appeal, and that other party shall have five (5) calendar days to respond to the request for an appeal.

The Superintendent or designee shall designate an appeal decisionmaker to hear the appeal. The appeal decisionmaker shall not have a conflict of interest or bias and shall not have been previously involved in the grievance procedures, including any informal resolution process, for the Complaint.

An appeal decision shall be issued in writing to both parties within the timeline specified in the section below titled "Timelines for Grievance Procedures."

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

Timelines for Grievance Procedures

The district's Title IX grievance procedures shall be completed within the following timelines, unless extended as specified below, or as otherwise permitted by law:

1. The Title IX Coordinator shall make an initial evaluation to determine whether to dismiss or investigate a Complaint within seven (7) calendar days of receipt of a Complaint;
2. The investigation shall be completed within sixty (60) calendar days from receipt of the Complaint;
3. If the district offers an informal resolution process as provided under this regulation, and the parties voluntarily engage in such a process, the timelines otherwise provided in this regulation shall exclude the time spent in the informal resolution process;
4. At the completion of the investigation, the parties shall be provided with the evidence or an accurate description of the evidence, and a reasonable opportunity to respond to the evidence or the accurate description of the evidence, for a period of five (5) calendar days, unless such review period is voluntarily waived by both parties;
5. A written decision shall be sent to the parties within ten (10) calendar days of the completion of the evidence review period;
6. Any requests for an appeal shall be made within five (5) calendar days of the date the written decision is sent to the parties;
7. Any response from a party to the request for an appeal shall be submitted within five (5) calendar days after receiving notice of the appeal;
8. An appeal decision shall be issued within fifteen (15) calendar days of receipt of the request for an appeal.

Any timelines specified in this regulation may be subject to reasonable extensions on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. (34 CFR 106.45(b))

Supportive Measures

When notified of conduct that reasonably may constitute sex discrimination under Title IX, the Title IX Coordinator or designee shall offer and coordinate supportive measures as appropriate for the Complainant and/or Respondent to restore or preserve that person's access to district education programs or activities or provide support during the district's Title IX grievance procedures or during an informal resolution process. Supportive measures may include: counseling; extensions of deadlines and other course-related adjustments; campus escort services; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in class, work, housing, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment. (34 CFR 106.44(g))

If the Complainant or Respondent is a student with a disability, the Title IX Coordinator or designee shall consult with one or more members, as appropriate, of the student's (IEP) team or 504 team, if any, to determine how to comply with the requirements of the IDEA and/or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44(g))

Supportive measures must not unreasonably burden either party and must be designed to protect the safety of the parties or the district's educational environment, or to provide support during the district's grievance procedures or during any informal resolution process. Supportive measures may not be imposed for punitive or disciplinary reasons. (34 CFR 106.44(g))

A Complainant or Respondent shall be provided with a timely opportunity to seek, from an appropriate and impartial employee, modification or reversal of the decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee must be someone other than the employee who made the challenged decision and must have authority to modify or reverse the decision, if the impartial employee determines that the decision to provide, deny, modify, or terminate the supportive measure was inconsistent with the definition of supportive measures in 34 CFR 106.2. A Complainant or Respondent shall also be provided with the opportunity to seek additional modification or termination of a supportive measure applicable to them if circumstances change materially. (34 CFR 106.44(g))

Upon the conclusion of the grievance procedures or any informal resolution process, the district may continue with the supportive measures, or modify or terminate such measures, as appropriate. (34 CFR 106.44(g))

Information about any supportive measures shall not be disclosed to persons other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless necessary to provide the supportive measure or restore or preserve a party's access to the education program or activity, or when an exception in 34 CFR 106.44 applies. (34 CFR 106.44(g))

Emergency Removal from School

Discipline shall not be imposed on a Respondent for sex discrimination prohibited by Title IX or its regulations unless there is a determination at the conclusion of these grievance procedures that the Respondent engaged in prohibited sex discrimination. However, the district may remove a student Respondent from the district's education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of a Complainant or any students, employees, or other persons arising from the allegations of sex discrimination justifies removal, and provides the Respondent with notice and an opportunity to challenge the decision immediately following the removal. A student with a disability may only be removed from school on an emergency basis in accordance with the IDEA and/or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44(h))

If a district employee is the Respondent, the employee may be placed on administrative leave during the pendency of the grievance process where permitted by law and any applicable collective bargaining agreement.

Informal Resolution Process

At any time prior to determining whether sex discrimination occurred under these procedures, the district may offer an informal resolution process to the parties if appropriate. However, the district shall not offer an informal

resolution process for allegations that an employee engaged in sex-based harassment of a student. (34 CFR 106.44(k))

The district has discretion to determine whether it is appropriate to offer an informal resolution process to the parties when it receives information about conduct that reasonably may constitute sex discrimination or when a Complaint of sex discrimination is made, and may decline to offer informal resolution despite one or more of the parties' wishes. Circumstances when the district may decline to allow informal resolution include but are not limited to when the district determines the alleged conduct would present a future risk of harm to others. (34 CFR 106.44(k))

The district shall not require or pressure the parties to participate in an informal resolution process. The district shall obtain the parties' voluntary consent to the informal resolution process and shall not require waiver of the right to an investigation and determination of a Complaint as a condition of enrollment or continuing enrollment, or employment or continuing employment, or exercise of any other right. (34 CFR 106.44(k))

The facilitator for the informal resolution process shall not be the same person as the investigator or the decisionmaker in the district's grievance procedures. Any person designated by the district to facilitate an informal resolution process shall not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. Any person facilitating informal resolution shall receive training under 34 CFR 106.8. (34 CFR 106.44(k))

Before initiation of an informal resolution process, the district must provide to the parties notice that explains (34 CFR 106.44(k)):

1. The allegations;
2. The requirements of the informal resolution process;
3. That, prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and to initiate or resume the district's grievance procedures;
4. That the parties' agreement to a resolution at the conclusion of the informal resolution process would preclude the parties from initiating or resuming grievance procedures arising from the same allegations;
5. The potential terms that may be requested or offered in an informal resolution agreement (including notice that an informal resolution agreement is binding only on the parties), which could include but are not limited to:
 - a. Restrictions on contact; and
 - b. Restrictions on the Respondent's participation in one or more of the district's programs or activities or attendance at specific events, including restrictions the district could have imposed as remedies or disciplinary sanctions had the district determined at the conclusion of the district's grievance procedures that sex discrimination occurred.
6. What information the district shall maintain and whether and how the district could disclose such information for use in grievance procedures, if grievance procedures are initiated or resumed.

Any informal resolution agreement reached under this process shall not prevent or restrict the disclosure of factual

information. (Civ. Proc. Code 1001)

If the district provides the parties with an informal resolution process, the Title IX Coordinator must, to the extent necessary, take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the district's education program or activity. (34 CFR 106.44(k))

Remedies

If there is a determination that sex discrimination occurred, the Title IX Coordinator shall, as appropriate, coordinate the provision and implementation of remedies to a Complainant and other persons the district identifies as having had equal access to the district's education program or activity limited or denied by sex discrimination; coordinate the imposition of any disciplinary sanctions on a Respondent, including notification to the Complainant of any such disciplinary sanctions; and take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the district's education program or activity. (34 CFR 106.45(h))

If there is a determination that sex-based harassment occurred, the remedies that may be provided by the district to the Complainant include but are not limited to counseling services, contact limitations between the parties, or adjustments to academic deadlines, classroom assignments, or course registrations.

Corrective/Disciplinary Actions

Actions that may be imposed on a student determined to be responsible for sex discrimination, including but not limited to, sex-based harassment include, but are not limited to:

1. Transfer from a class or school
2. Parent/guardian conference
3. Education of the student regarding the impact of the conduct on others
4. Positive behavior support
5. Referral of the student to a student success team
6. Denial of participation in extracurricular or cocurricular activities or other privileges
7. Involuntary transfer to another school within the district
8. Restrictions on contact with another individual
9. For sex-based harassment, suspension where permitted and/or required under Education Code 48900 to 48915
10. For sex-based harassment, expulsion where permitted and/or required under Education Code 48900 to 48915

When an employee is found to have committed prohibited sex discrimination or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal.

The district may not impose discipline on a Respondent for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the district's grievance procedures that the Respondent engaged in prohibited sex discrimination. (34 CFR 106.45(h))

The district shall not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the district's determination of whether sex discrimination, including sex-based harassment, occurred. (34 CFR 106.45)

Recordkeeping

The Superintendent or designee shall maintain the following for at least a period of seven years (34 CFR 106.8):

1. For each Complaint of sex discrimination, records documenting the informal resolution process (if any) or the grievance procedures and the resulting outcome;
2. For each notification the Title IX Coordinator receives of information about conduct that reasonably may constitute sex discrimination under Title IX or its regulations, records documenting the actions the district took to meet its obligations under 34 CFR 106.44, including supportive measures offered and implemented; and
3. All materials used to provide training under 34 CFR 106.8. The district shall make these training materials available upon request for inspection by members of the public.

For complaints containing allegations of childhood sexual assault within the meaning of Code of Civil Procedure 340.1, the Superintendent or designee shall also indefinitely maintain the following:

1. A record of the allegation(s);
2. A record of the investigation procedures followed;
3. A record of the written determination;
4. A record of the corrective action implemented, if any;
5. A record of any appeals and the outcome of the same; and
6. All training materials addressing the prohibition and investigation of childhood sexual assault.

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

5 CCR 4600-4670

Description

Uniform complaint procedures

State

5 CCR 4900-4965

Civ. Code 1714.1

Civ. Code 51.9

Ed. Code 200-270

Ed. Code 48900

Ed. Code 48900.2

Ed. Code 48985

Gov. Code 12950.1

Federal

20 USC 1092

20 USC 1221

20 USC 1232g

20 USC 1681-1688

34 CFR 106.1-106.82

34 CFR 99.1-99.67

34 USC 12291

42 USC 1983

42 USC 2000d-2000d-7

42 USC 2000e-2000e-17

U.S. DOJ, FBI Publication

Management Resources

Court Decision

Court Decision

Court Decision

Court Decision

Court Decision

Court Decision

Court Decision

CSBA Publication

CSBA Publication

Federal Register

U.S. DOE, Office for Civil Rights Publication

U.S. DOE, Office for Civil Rights Publication

U.S. DOE, Office for Civil Rights Publication

Description

Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance

[Liability of parent or guardian for act of willful misconduct by a minor](#)

[Liability for sexual harassment; business, service and professional relationships](#)

[Prohibition of discrimination](#)

[Grounds for suspension or expulsion](#)

[Additional grounds for suspension or expulsion; sexual harassment](#)

[Notices to parents in language other than English](#)

[Sexual harassment training](#)

Description

[Definition of sexual assault](#)

[Application of laws](#)

[Family Educational Rights and Privacy Act \(FERPA\) of 1974](#)

Title IX of the Education Amendments of 1972; discrimination based on sex

[Nondiscrimination on the basis of sex in education programs](#)

[Family Educational Rights and Privacy](#)

[Definition of dating violence, domestic violence, and stalking](#)

[Civil action for deprivation of rights](#)

Title VI, Civil Rights Act of 1964

Title VII, Civil Rights Act of 1964, as amended

[National Incident-Based Reporting System](#)

Description

Davis v. Monroe County Board of Education (1999) 526 U.S. 629

Doe v. Petaluma City School District (1995, 9th Cir.) 54 F.3d 1447

Gebser v. Lago Vista Independent School District (1998) 524 U.S. 274

Oona by Kate S. v. McCaffrey (1998, 9th Cir.) 143 F.3d 473

Reese v. Jefferson School District (2000, 9th Cir.) 208 F.3d 736

Donovan v. Poway Unified School District (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District (2003, 9th Cir.) 324 F.3d 1130

[Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014](#)

[Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011](#)

[Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, April 29, 2014, Vol. 89, No. 83, pages 33474-33896](#)

[Sexual Harassment: It's Not Academic, September 2008](#)

[Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001](#)

[Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016](#)

Management Resources

Website

Website

Website

Website

Website

Description

[U.S. Department of Justice, Federal Bureau of Investigation](#)

[CSBA District and County Office of Education Legal Services](#)

[California Department of Education](#)

[CSBA](#)

[U.S. Department of Education, Office for Civil Rights](#)

Cross References

0410

1312.3

1312.3

1312.3-E PDF(1)

1312.3-E PDF(2)

1313

3580

3580

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4030

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4319.11

4319.11

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5141.4

5141.4

5141.52

5141.52

5144

5144

5144.1

5144.1

5145.3

Description

[Nondiscrimination In District Programs And Activities](#)

[Uniform Complaint Procedures](#)

[Uniform Complaint Procedures](#)

[Uniform Complaint Procedures](#)

[Uniform Complaint Procedures](#)

[Civility](#)

[District Records](#)

[District Records](#)

[Nondiscrimination In Employment](#)

[Nondiscrimination In Employment](#)

[Employment Status Reports](#)

[Dismissal/Suspension/Disciplinary Action](#)

[Dismissal/Suspension/Disciplinary Action](#)

[Sex Discrimination and Sex-Based Harassment](#)

[Sex Discrimination and Sex-Based Harassment](#)

[Staff Development](#)

[Dismissal/Suspension/Disciplinary Action](#)

[Dismissal/Suspension/Disciplinary Action](#)

[Sex Discrimination and Sex-Based Harassment](#)

[Sex Discrimination and Sex-Based Harassment](#)

[Employment Status Reports](#)

[Sex Discrimination and Sex-Based Harassment](#)

[Sex Discrimination and Sex-Based Harassment](#)

[Student Wellness](#)

[Child Abuse Prevention And Reporting](#)

[Child Abuse Prevention And Reporting](#)

[Suicide Prevention](#)

[Suicide Prevention](#)

[Discipline](#)

[Discipline](#)

[Suspension And Expulsion/Due Process](#)

[Suspension And Expulsion/Due Process](#)

[Nondiscrimination/Harassment](#)

Cross References

5145.3

5145.7

5145.7

5145.9

5146

6145

6145

6159

6159

6164.5

6164.5

6164.6

6164.6

Description[Nondiscrimination/Harassment](#)[Sex Discrimination and Sex-Based Harassment](#)[Sex Discrimination and Sex-Based Harassment](#)[Hate-Motivated Behavior](#)[Married/Pregnant/Parenting Students](#)[Extracurricular And Cocurricular Activities](#)[Extracurricular And Cocurricular Activities](#)[Individualized Education Program](#)[Individualized Education Program](#)[Student Success Teams](#)[Student Success Teams](#)[Identification And Education Under Section 504](#)[Identification And Education Under Section 504](#)

Policy 6115: Ceremonies And Observances

Status: DRAFT

Original Adopted Date: 10/20/2016

The Governing Board recognizes the importance of having students observe holidays, celebrate events of cultural, historical, or present day significance, and acknowledge the contributions of outstanding individuals in society. On days designated by the Board, and as required by law, staff shall provide students with appropriate commemorative exercises and educational experiences so that they may acquire the knowledge, skills, and principles essential for informed, responsible citizenship in a democratic society.

District schools shall be closed on the holidays specified in Education Code 37220 and on any other day designated as a holiday by the Board. The Board may, by adoption of a resolution, revise the date upon which schools close in observance of any holiday except Veterans Day, which shall be celebrated on its actual date. (Education Code 37220)

In addition, the Board may, through the adoption of a resolution, authorize the display of symbolic flags or banners in support of specific awareness months.

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 37220-37222.21	Holidays and commemorative events
Ed. Code 44015.1	Week of the School Administrator
Ed. Code 45203	Paid holidays
Ed. Code 45460	Classified School Employee Week
Ed. Code 49110.5	Workplace Readiness Week
Ed. Code 52720-52730	Patriotic exercises and instruction
Gov. Code 3540-3549.3	Public education employer-employee relations
Gov. Code 430-439	Display of flags
Federal	Description
36 USC 106	Constitution Day and Citizenship Day
4 USC 6	Time and occasion for display of flag
4 USC 7	Position and manner of display of flag
Management Resources	Description
Court Decision	Newdow v. Rio Linda Union School District (9th Cir. 2010) 597 F.3d 1007
Court Decision	West Virginia State Board of Education et al. v. Barnette et al. (1943) 319 U.S. 624
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, History/Social Science Instructional Materials
Website	CSBA
Cross References	Description
1330	Use Of School Facilities
1330	Use Of School Facilities
1330-E PDF(1)	Use Of School Facilities

Cross References

4151
4156.2
4251
4256.2
4351
4356.2
5113.2
5113.2
6111
6117
6141.2
6141.2
6142.3
6142.4
6142.94
6143
6143
6144
6144
6145.8
6175
6175
6178.1
6178.1

Description

[Employee Compensation](#)
[Awards And Recognition](#)
[Employee Compensation](#)
[Awards And Recognition](#)
[Employee Compensation](#)
[Awards And Recognition](#)
[Work Permits](#)
[Work Permits](#)
[School Calendar](#)
[Year-Round Schedules](#)
[Recognition Of Religious Beliefs And Customs](#)
[Recognition Of Religious Beliefs And Customs](#)
[Civic Education](#)
[Service Learning/Community Service Classes](#)
[History-Social Science Instruction](#)
[Courses Of Study](#)
[Courses Of Study](#)
[Controversial Issues](#)
[Controversial Issues](#)
[Assemblies And Special Events](#)
[Migrant Education Program](#)
[Migrant Education Program](#)
[Work-Based Learning](#)
[Work-Based Learning](#)

Regulation 6115: Ceremonies And Observances

Status: DRAFT

Original Adopted Date: 10/20/2016

Holidays

District schools shall be closed on the following holidays: (Education Code 37220)

New Year's Day - January 1

Dr. Martin Luther King, Jr. Day - Third Monday in January or the Monday or Friday of the week in which January 15 occurs

Lincoln Day - The Monday or Friday of the week in which February 12 occurs

Washington Day - Third Monday in February

Memorial Day - Last Monday in May

Juneteenth National Independence Day - June 19

Independence Day - July 4

Labor Day - First Monday in September

Veterans Day - November 11

Thanksgiving Day - The Thursday in November designated by the President

Christmas Day - December 25

In addition, schools shall be closed on: (Education Code 37220)

1. Any day appointed by the Governor as a holiday or as a special or limited holiday on which the Governor provides that schools shall close
2. Any day appointed by the President as a holiday, including by executive order or by signing into law legislation that creates a nationwide federal holiday
3. Any other day designated as a holiday by the Governing Board and/or negotiated with employee organizations

Holidays which fall on a Sunday shall be observed the following Monday. Holidays which fall on a Saturday shall be observed the preceding Friday. If any of the above holidays occur under federal law on a date different from that indicated above, the Board may close the schools on the date recognized by federal law instead of on the date above. (Education Code 37220)

Commemorative Exercises

District schools shall hold exercises in accordance with law to commemorate the following special days: (Education Code 37220, 37221, 45460, 49110.5)

Dr. Martin Luther King, Jr. Day - The Friday before the day schools are closed for this holiday

Abraham Lincoln's Birthday - The school day before the day schools are closed for this holiday

Susan B. Anthony Day - February 15

George Washington's Birthday - The Friday preceding the third Monday in February

Black American Day - March 5

Conservation, Bird, and Arbor Day - March 7

Workplace Readiness Week - The week that includes April 28

Classified Employee Week - Third week in May

U.S. Constitution and Citizenship Day - On or near September 17

Commemorative exercises shall be integrated into the regular educational program as required by law.

Patriotic Exercises

Each school shall conduct patriotic exercises daily, which may include the Pledge of Allegiance to the Flag of the United States and/or instruction that promotes understanding of the concepts of "pledge," "allegiance," "republic," and "indivisible" and understanding of the importance of the pledge as an expression of patriotism, love of country, and pride in the United States. (Education Code 52720, 52730)

At elementary schools, such exercises shall be conducted at the beginning of each school day. (Education Code 52720)

At secondary schools, such exercises shall be conducted during the homeroom period.

A student may choose not to participate in the flag salute or Pledge of Allegiance for personal reasons.

Display of Flag

The flag of the United States and the flag of California shall be displayed during business hours at the entrance or on the grounds of every district school and on or near the district office. At all times, the national flag shall be placed in the position of first honor. (Government Code 431, 436; 4 USC 6)

When displayed on a building or on a flagstaff in the open, the national flag shall be displayed only from sunrise to sunset unless properly illuminated during the hours of darkness. The flag should not be displayed during inclement weather unless an all-weather flag is used. (4 USC 6)

The national flag shall fly at half-staff on the following occasions: (4 USC 7)

1. For 30 days from the death of the President or a former President
2. For 10 days from the death of the Vice President, the Chief Justice or a retired Chief Justice, or the Speaker of the House of Representatives
3. From the day of death until interment of an Associate Justice of the Supreme Court, a secretary of an executive or military department, former Vice President, or the Governor of a state
4. On the day of death and the following day for a Member of Congress
5. On Memorial Day, until noon only
6. On Peace Officers Memorial Day (May 15), unless it falls on Armed Forces Day
7. Upon a proclamation from the Governor in the event of the death of a present or former official of the state government, a member of the Armed Forces from the state who has died while serving on active duty, or the death of a first responder working in the state who dies while serving in the line of duty
8. On other occasions by order of the President and in accordance with presidential instructions or orders

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

Ed. Code 37220-37222.21

Ed. Code 44015.1

Ed. Code 45203

Ed. Code 45460

Ed. Code 49110.5

Ed. Code 52720-52730

Gov. Code 3540-3549.3

Gov. Code 430-439

Description

[Holidays and commemorative events](#)

[Week of the School Administrator](#)

[Paid holidays](#)

[Classified School Employee Week](#)

[Workplace Readiness Week](#)

[Patriotic exercises and instruction](#)

[Public education employer-employee relations](#)

[Display of flags](#)

Federal

36 USC 106

4 USC 6

4 USC 7

Description

[Constitution Day and Citizenship Day](#)

[Time and occasion for display of flag](#)

[Position and manner of display of flag](#)

Management Resources

Court Decision

Court Decision

Website

Website

Website

Description

Newdow v. Rio Linda Union School District (9th Cir. 2010) 597 F.3d 1007

West Virginia State Board of Education et al. v. Barnette et al. (1943) 319 U.S. 624

[CSBA District and County Office of Education Legal Services](#)

[California Department of Education, History/Social Science Instructional Materials](#)

[CSBA](#)

Cross References

1330

1330

1330-E PDF(1)

4151

4156.2

4251

4256.2

4351

4356.2

5113.2

5113.2

6111

6117

6141.2

6141.2

6142.3

Description

[Use Of School Facilities](#)

[Use Of School Facilities](#)

[Use Of School Facilities](#)

[Employee Compensation](#)

[Awards And Recognition](#)

[Employee Compensation](#)

[Awards And Recognition](#)

[Employee Compensation](#)

[Awards And Recognition](#)

[Work Permits](#)

[Work Permits](#)

[School Calendar](#)

[Year-Round Schedules](#)

[Recognition Of Religious Beliefs And Customs](#)

[Recognition Of Religious Beliefs And Customs](#)

[Civic Education](#)

Cross References

6142.4

6142.94

6143

6143

6144

6144

6145.8

6175

6175

6178.1

6178.1

Description[Service Learning/Community Service Classes](#)[History-Social Science Instruction](#)[Courses Of Study](#)[Courses Of Study](#)[Controversial Issues](#)[Controversial Issues](#)[Assemblies And Special Events](#)[Migrant Education Program](#)[Migrant Education Program](#)[Work-Based Learning](#)[Work-Based Learning](#)

Policy 6141.2: Recognition Of Religious Beliefs And Customs

Status: DRAFT

Original Adopted Date: 10/20/2016

The Governing Board recognizes that students' education would be incomplete without an understanding of the role of religion in society. As appropriate for a particular course, teachers may objectively discuss the influences of various religions, using religious works and symbols to illustrate their relationship with culture, literature, or the arts. The Board expects that such instruction will identify principles common to all religions and foster respect for the diversity of religions and customs in the world and be consistent with the adopted instructional materials and state standards, as applicable.

In order to respect each student's individual right to freedom of religious practice, religious indoctrination is forbidden in public schools. The Superintendent or designee shall ensure that instruction about religion does not promote or denigrate the beliefs or customs of any particular religion or sect, nor that a preference be shown for one religious viewpoint over another. Staff members shall be highly sensitive to their obligation not to interfere with the religious development of any student in whatever tradition the student embraces, and treat all religions and religious conviction, including nonbelief, with fairness and respect.

Staff shall not endorse, encourage, or solicit religious or anti-religious expression or activities among students during class time.

Staff shall not coerce students in prayer or other religious activities as part of their official duties. However, Staff are not prohibited, when acting in their private capacity, from encouraging students' participation in personal prayer or other religious activity. Additionally, staff shall not prohibit or discourage any student from praying or otherwise expressing the student's religious belief so long as this does not disrupt the classroom or other school sponsored activity.

Students may express their beliefs about religion in their homework, artwork, and other class work if the expression is germane to the assignment. Such work shall be judged by ordinary academic standards, relevance, and other legitimate pedagogical objectives.

While teaching about religious holidays is a permissible part of the educational program, celebrating religious holidays is not allowed in the district. School-sponsored programs shall not be, nor have the effect of being, religiously oriented or a religious celebration. School and classroom decorations may express seasonal themes that are not religious in nature. The use of religious symbols that are part of a religious holiday is permitted as a teaching aid or resource provided that such symbols are displayed as an example of cultural and religious heritage of the holiday and temporary in nature.

Classroom methods in instruction about religion shall not include religious role-playing activities or simulated religious devotional acts.

Music, art, literature or drama programs having religious themes are permitted as part of the curriculum for school-sponsored activities and programs if presented in an objective manner and as a traditional part of cultural and religious heritage.

District schools shall not prohibit religious activities if the same or similar non-religious activities are permitted.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the p v

Federal

20 USC 4071-4074

20 USC 6061

20 USC 7904

Description

Equal Access Act

[School prayer](#)

[School prayer](#)

Management Resources

California Department of Education Publication

Court Decision

Court Decision

Court Decision

Court Decision

Court Decision

Court Decision

U.S. Department of Education Publication

Website

Website

Website

Website

Description

[Appendix F history social science framework for California public schools](#)

Florey v. Sioux Falls (1980) 619 F.2d 1311

Fellowship of Christian Athletes v. San Jose Unified School District Board of Education (2023) 82 F.4th 664

Kennedy v. Bremerton (2022) 142 S.Ct. 2407

Cole v. Oroville Union High School District (2000, 9th Cir.) 228 F.3d 1092

Lassonde v. Pleasanton Unified School District (2003, 9th Cir.) 320 F.3d 979

Lemon v. Kurtzman (1971) 403 U.S. 602

[Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023](#)

[CSBA District and County Office of Education Legal Services](#)

[California Department of Education](#)

[CSBA](#)

[U.S. Department of Education](#)

Cross References

0410

0450

0450

1325

1330

1330

1330-E PDF(1)

5113

5113

5121

5121

5127

5132

5132

5141.31

5141.31

5145.2

5145.2

6111

6115

6115

Description

[Nondiscrimination In District Programs And Activities](#)

[Comprehensive Safety Plan](#)

[Comprehensive Safety Plan](#)

[Advertising And Promotion](#)

[Use Of School Facilities](#)

[Use Of School Facilities](#)

[Use Of School Facilities](#)

[Absences And Excuses](#)

[Absences And Excuses](#)

[Grades/Evaluation Of Student Achievement](#)

[Grades/Evaluation Of Student Achievement](#)

[Graduation Ceremonies And Activities](#)

[Dress And Grooming](#)

[Dress And Grooming](#)

[Immunizations](#)

[Immunizations](#)

[Freedom Of Speech/Expression](#)

[Freedom Of Speech/Expression](#)

[School Calendar](#)

[Ceremonies And Observances](#)

[Ceremonies And Observances](#)

Cross References

6142.8
6142.8
6142.93
6142.94
6143
6143
6144
6144
6145.5
6145.5
6145.8
6154
6154
6161.11
6176

Description

[Comprehensive Health Education](#)
[Comprehensive Health Education](#)
[Science Instruction](#)
[History-Social Science Instruction](#)
[Courses Of Study](#)
[Courses Of Study](#)
[Controversial Issues](#)
[Controversial Issues](#)
[Student Organizations And Equal Access](#)
[Student Organizations And Equal Access](#)
[Assemblies And Special Events](#)
[Homework/Makeup Work](#)
[Homework/Makeup Work](#)
[Supplementary Instructional Materials](#)
[Weekend/Saturday Classes](#)

Regulation 6141.2: Recognition Of Religious Beliefs And Customs

Status: DRAFT

Original Adopted Date: 10/20/2016

The Superintendent or designee shall ensure the following for the recognition of religious beliefs and customs in district schools:

1. The approach to religion is academic and not devotional
2. The goal is for student awareness of religion in historical and contemporary societies
3. The students may not be pressed to accept any one religion
4. The school may include the study of religion as part of the history-social science curriculum, but the practice of religions may not be sponsored
5. The students may be exposed to and educated about a diversity of religious views and beliefs, but a particular view or belief may not be imposed, nor may any one religion be promoted or denigrated

Staff shall make every effort to schedule one-time events, such as examinations, school-sponsored trips, special laboratories, picture-taking days, and class parties, to minimize conflicts with major religious holidays of all faiths such that no one faith is disproportionately impacted.

Programs and Exhibits

When school programs and exhibits are in any way related to instruction about religion or religious holidays, the following guidelines shall be observed:

1. The principal or designee shall ensure that school-sponsored programs are presented in an objective manner, consistent with Board policy.
2. The principal or designee shall be kept informed of the program's development.
3. Program or exhibit planners shall take into consideration the diverse religious faiths represented in the community, student body and staff.

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

Ed. Code 38130-38139
Ed. Code 46014
Ed. Code 51511
Ed. Code 51938

Description

[Civic Center Act](#)
[Absences for religious purposes](#)
[Religious matters properly included in courses of study](#)
[Right of parent/guardian to excuse from sexual health instruction](#)

Federal

20 USC 4071-4074
20 USC 6061
20 USC 7904

Description

Equal Access Act
[School prayer](#)
[School prayer](#)

Management Resources

California Department of Education Publication
Court Decision

Description

[Appendix F history social science framework for California public schools](#)
Florey v. Sioux Falls (1980) 619 F.2d 1311

Management Resources

Court Decision
Court Decision
Court Decision
Court Decision
Court Decision
U.S. Department of Education Publication
Website
Website
Website
Website

Cross References

0410
0450
0450
1325
1330
1330
1330-E PDF(1)
5113
5113
5121
5121
5127
5132
5132
5141.31
5141.31
5145.2
5145.2
6111
6115
6115
6142.8
6142.8
6142.93
6142.94
6143
6143

Description

Fellowship of Christian Athletes v. San Jose Unified School District Board of Education (2023) 82 F.4th 664
Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Cole v. Oroville Union High School District (2000, 9th Cir.) 228 F.3d 1092
Lassonde v. Pleasanton Unified School District (2003, 9th Cir.) 320 F.3d 979
Lemon v. Kurtzman (1971) 403 U.S. 602
[Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023](#)
[CSBA District and County Office of Education Legal Services](#)
[California Department of Education](#)
[CSBA](#)
[U.S. Department of Education](#)

Description

[Nondiscrimination In District Programs And Activities](#)
[Comprehensive Safety Plan](#)
[Comprehensive Safety Plan](#)
[Advertising And Promotion](#)
[Use Of School Facilities](#)
[Use Of School Facilities](#)
[Use Of School Facilities](#)
[Absences And Excuses](#)
[Absences And Excuses](#)
[Grades/Evaluation Of Student Achievement](#)
[Grades/Evaluation Of Student Achievement](#)
[Graduation Ceremonies And Activities](#)
[Dress And Grooming](#)
[Dress And Grooming](#)
[Immunizations](#)
[Immunizations](#)
[Freedom Of Speech/Expression](#)
[Freedom Of Speech/Expression](#)
[School Calendar](#)
[Ceremonies And Observances](#)
[Ceremonies And Observances](#)
[Comprehensive Health Education](#)
[Comprehensive Health Education](#)
[Science Instruction](#)
[History-Social Science Instruction](#)
[Courses Of Study](#)
[Courses Of Study](#)

Cross References

6144

6144

6145.5

6145.5

6145.8

6154

6154

6161.11

6176

Description[Controversial Issues](#)[Controversial Issues](#)[Student Organizations And Equal Access](#)[Student Organizations And Equal Access](#)[Assemblies And Special Events](#)[Homework/Makeup Work](#)[Homework/Makeup Work](#)[Supplementary Instructional Materials](#)[Weekend/Saturday Classes](#)

Policy 6175: Migrant Education Program

Status: DRAFT

Original Adopted Date: 02/21/2019

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

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

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

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

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

The Superintendent or designee shall annually report to the Board regarding student performance on statewide assessments of core academic subjects and English language development, as appropriate, for students enrolled in the district's migrant education program. In addition, the Superintendent or designee shall periodically report to the Board regarding the alignment of district services with the needs of students as identified in student needs assessments conducted pursuant to Education Code 54443.1. As necessary, the Board shall seek technical assistance from the migrant education regional service center and/or make changes in the services provided by the district in order to improve student achievement.

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 3080	Applicability of uniform complaint procedures to complaints regarding students with disabilities
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 200	Equal rights and opportunities in state educational institutions
Ed. Code 220	Prohibition of discrimination
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 37220	School calendar
Ed. Code 41601.6	Extended school year program for migratory students
Ed. Code 48204.7	Enrollment
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Transfer of coursework and credit
Ed. Code 51225.3	High school graduation requirements
Ed. Code 54440-54445	Migrant children

Federal

20 USC 6311
 20 USC 6391-6399
 20 USC 7881
 34 CFR 200.81-200.89

Description

[State plan](#)
 Education of migratory children
[Participation of private school students](#)
[Migrant education program](#)

Management Resources

California Child Welfare Council Publication
 California Department of Education Publication
 U.S. Department of Education Publication
 Website
 Website
 Website
 Website
 Website

Description

[Partial Credit Model Policy and Practice Recommendations, September 2013](#)
 2017 State Service Delivery Plan
 Education of Migratory Children Under Title I, Part C of the Elementary and Secondary Education Act of 1965, Non-Regulatory Guidance, rev. March 2017
[CSBA District and County Office of Education Legal Services](#)
[California Department of Education, Migrant Education Office](#)
[U.S. Department of Education, Office of Migrant Education](#)
[West Ed, Migrant Student Information Network](#)
[CSBA](#)

Cross References

0410
 0415
 0500
 1220
 1220
 1312.3
 1312.3
 1312.3-E PDF(1)
 1312.3-E PDF(2)
 1400
 3553
 3553
 4121
 4121
 4131
 4231
 4331
 5111.1
 5111.1
 5113.1
 5113.1
 5113.11
 5125

Description

[Nondiscrimination In District Programs And Activities](#)
[Equity](#)
[Accountability](#)
[Citizen Advisory Committees](#)
[Citizen Advisory Committees](#)
[Uniform Complaint Procedures](#)
[Uniform Complaint Procedures](#)
[Uniform Complaint Procedures](#)
[Uniform Complaint Procedures](#)
[Relations Between Other Governmental Agencies And The Schools](#)
[Free And Reduced Price Meals](#)
[Free And Reduced Price Meals](#)
[Temporary/Substitute Personnel](#)
[Temporary/Substitute Personnel](#)
[Staff Development](#)
[Staff Development](#)
[Staff Development](#)
[District Residency](#)
[District Residency](#)
[Chronic Absence And Truancy](#)
[Chronic Absence And Truancy](#)
[Attendance Supervision](#)
[Student Records](#)

Cross References

5125

5125.2

5132

5132

5141.26

5141.26

5141.31

5141.31

5141.32

5141.6

5141.6

5145.13

5145.13

5145.6

5145.6-E PDF(1)

5145.6-E PDF(2)

5145.6-E PDF(3)

5145.6-E(1)

5148

5148

5148.2

5148.2

5148.3

5148.3

6000

6011

6020

6020

6115

6115

6146.1

6162.51

6162.51

6164.2

6164.5

6164.5

6171

6171

6174

6174

Description[Student Records](#)[Withholding Grades, Diploma Or Transcripts](#)[Dress And Grooming](#)[Dress And Grooming](#)[Tuberculosis Testing](#)[Tuberculosis Testing](#)[Immunizations](#)[Immunizations](#)[Health Screening For School Entry](#)[School Health Services](#)[School Health Services](#)[Response To Immigration Enforcement](#)[Response To Immigration Enforcement](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Child Care And Development](#)[Child Care And Development](#)[Before/After School Programs](#)[Before/After School Programs](#)[Preschool/Early Childhood Education](#)[Preschool/Early Childhood Education](#)[Concepts And Roles](#)[Academic Standards](#)[Parent Involvement](#)[Parent Involvement](#)[Ceremonies And Observances](#)[Ceremonies And Observances](#)[High School Graduation Requirements](#)[State Academic Achievement Tests](#)[State Academic Achievement Tests](#)[Guidance/Counseling Services](#)[Student Success Teams](#)[Student Success Teams](#)[Title I Programs](#)[Title I Programs](#)[Education For English Learners](#)[Education For English Learners](#)

Cross References

6174-E PDF(1)

6177

6178

6178

Description

[Education For English Learners - Education For English Language Learners](#)

[Summer Learning Programs](#)

[Career Technical Education](#)

[Career Technical Education](#)

Regulation 6175: Migrant Education Program

Status: DRAFT

Original Adopted Date: 02/21/2019

Eligibility

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

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

Enrollment

A student who is migratory shall be immediately enrolled in the district even if the student: (Education Code 48204.7)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended
2. Does not have clothing normally required by the school, such as school uniforms
3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, medical records, including, but not limited to, records or other proof of immunization history, or other documentation

If a student who is migratory experiences a change in residence, the student may remain enrolled in the school of origin for the duration of the student's status as a student who is migratory. (Education Code 48204.7)

If a student's status as a student who is migratory changes during a school year, the Superintendent or designee shall allow the student to continue at the school of origin through the duration of that school year or, if the student is enrolled in a high school, through graduation. (Education Code 48204.7)

A student who is migratory and is transitioning between school grade levels shall be allowed to continue in the district of origin in the same attendance area to provide the student the benefit of matriculating with peers in accordance with the established feeder patterns of school districts. A student who is migratory and is transitioning to a middle school or high school designated for matriculation in another school district shall be allowed to enroll in that school. (Education Code 48204.7)

The Superintendent or designee shall inform a student who is migratory and the student's parent/guardian of the impact of remaining in the school of origin on the student's eligibility to receive migrant education services pursuant to Education Code 54440-54445. (Education Code 48204.7)

The Superintendent or designee may, but is not required to, provide transportation to enable a student who is migratory to attend the school of origin, unless otherwise required by federal law, or provide programs for online instruction as a substitute for physical attendance. (Education Code 48204.7)

Student Records

The Superintendent or designee shall maintain records documenting the eligibility of students enrolled in the district's migrant education program. However, the district shall not collect information or documents regarding the

citizenship or immigration status of students or their family members for the purpose of determining eligibility for migrant education services.

The Superintendent or designee shall acquire education and health records from the previous school districts of a student who is migratory, as appropriate.

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

Program Components

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

1. A general needs assessment summarizing the needs of the population to be served
2. A comprehensive program to meet the educational, health, and related needs of participating students which supplements the district program and includes, but is not limited to:
 - a. Instructional services, including academic, remedial and compensatory, bilingual-crosscultural, and career technical instruction
 - b. Counseling and career education services
 - c. Preschool services in accordance with Education Code 54443
 - d. Other educational services that are not otherwise available in sufficient quantity or quality to eligible students who are migratory
 - e. The acquisition of instructional materials and equipment necessary to adequately provide the appropriate services
 - f. Other related services to meet the special needs of eligible students who are migratory to enable them to participate effectively in instructional services
 - g. The coordination and teaming of existing resources serving students who are migratory, such as bilingual-crosscultural education, health screening, and compensatory education
3. Individual assessment of the educational and relevant health needs of each participating student, within 30 days of enrollment, including assessments concurrently provided pursuant to compensatory education, bilingual-crosscultural education, school improvement programs, and other programs serving the student
4. A brief individual learning plan listing the services to be provided to each student, which shall be given to the parent/guardian in writing or at a parent/guardian conference, annually and when the student moves to a new district
5. Staffing and staff development plans and practices to meet the needs of students and implement the program
6. Parent/guardian and community involvement as specified in Education Code 54444.2, including, but not necessarily limited to, the establishment of a parent/guardian advisory council to actively involve parents/guardians in planning, operating, and evaluating the district's migrant education program
7. The migrant education program shall provide for the same opportunities for parent/guardian involvement that are provided to parents/guardians for federal Title I programs. (20 USC 6394)
8. Evaluations which include annual student progress and overall program effectiveness and quality control reports

Summer School and Extended School Year Program

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

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

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

1. For kindergarten class, a minimum of 180 minutes per day, including recesses, for not less than 20 instructional days
2. For grades 1-8, a minimum of 200 minutes per day, including recesses and passing time but excluding noon intermissions, for not less than 20 instructional days
3. For grades 7-12, a minimum of 240 minutes per day, including passing time but excluding noon intermissions, for not less than 30 instructional days

The number of instructional days may be less than as described above if, during the summer school program, there is a holiday for which schools are required to be closed. (Education Code 37220, 54444.3).

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

If the district receives authorization and average daily attendance funding from the California Department of Education to provide an extended school year program to students who are migratory who, due to family movement, enroll in transitional kindergarten, kindergarten, or any of grades 1-6, on or after March 1 of the school year and depart on or before December 1 of the next school year, the Superintendent or designee shall operate the program in accordance with Education Code 41601.6. (Education Code 41601.6)

Transfer of Coursework and Credits

When a student enrolled in a migrant education program transfers into a district school, the district will receive an official transcript from the transferring school or district which reflects full and partial credits and grades earned by the student and includes: (Education Code 51225.2)

1. A determination of the days of enrollment and/or seat time, if applicable, for all full and partial credits earned based on any measure of full or partial coursework being satisfactorily completed

Partial coursework satisfactorily completed includes any portion of an individual course, even if the student did not complete the entire course

2. Separate listings for credits and grades earned at each school and local educational agency so it is clear where credits and grades were earned
3. A complete record of the student's seat time, including both period attendance and days of enrollment

The district shall transfer the credits and grades from the transferring school's transcript onto an official district transcript in the same manner as described in Item #2, above. (Education Code 51225.2)

If the Principal or designee has knowledge that the transcript from the transferring school may not include certain credits or grades, the Principal or designee shall contact the prior school within two business days to request that the

full or partial credits be issued, which shall then be issued and provided by the prior school along with all academic and other records within two business days of the request. (Education Code 51225.2)

The district shall accept and issue full credit for any coursework that the student who is migratory has satisfactorily completed while attending another public school, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school.

If the entire course was completed, the district shall not require the student who is migratory to retake the course. (Education Code 51225.2)

If the entire course was not completed at the previous school, the student who is migratory shall be issued partial credit for the coursework completed and shall be required to take the uncompleted portion of the course. However, the district may require the student who is migratory to retake the portion of the course completed if, in consultation with the educational rights holder for the student who is migratory, the district finds that the student who is migratory is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a student who is migratory in any particular course, the student who is migratory shall be enrolled in the same or equivalent course, if applicable, to enable the completion of the entire course. (Education Code 51225.2)

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of the district's notification of the student's transfer, as required under Education Code 49069.5.

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

Applicability of Graduation Requirements

To obtain a high school diploma, a student who is migratory shall complete all courses required by Education Code 51225.3 and shall generally fulfill any additional local graduation requirements prescribed by the Board.

However, when a student who is migratory has completed the second year of high school and transfers into a district school, the student shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of the student's fourth year of high school. Within 30 calendar days of the student's transfer, the Superintendent or designee shall notify the student and the student's parent/guardian of the availability of the exemption and whether the student qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the termination of the court's jurisdiction over the student. (Education Code 51225.1)

To determine whether a student is in the third or fourth year of high school, the district shall use either the number of credits the student has earned as of the date of the transfer, the length of school enrollment, or, for a student with significant gaps in school attendance, the student's age as compared to the average age of students in the third or fourth year of high school, whichever qualifies the student for the exemption. (Education Code 51225.1)

If a student who is migratory was not properly notified of an exemption, declined the exemption, or was not previously exempted, the student or the student's educational rights holder may request the exemption and the Superintendent or designee shall exempt the student within 30 days of the request. A student may request the exemption even if the student is no longer a student who is migratory. (Education Code 51225.1)

When the Superintendent or designee determines that a student who transferred into a district school is reasonably able to complete district-established graduation requirements by the end of the student's fourth year of high school, the student shall not be exempted from those requirements. Within 30 calendar days of the following academic year,

the student shall be reevaluated based on the student's course completion status at the time, to determine if the student continues to be reasonably able to complete the district-established graduation requirements in time to graduate by the end of the student's fourth year of high school. Written notice as to whether the student then qualifies for exemption shall be provided to the student, the student's educational rights holder, and if applicable, to the student's social worker or probation officer. (Education Code 51225.1)

If, upon reevaluation, it is determined that the student who is migratory is not reasonably able to complete the district-established graduation requirements in time to graduate from high school by the end of the student's fourth year of high school, the Superintendent or designee shall provide the student with the option to receive an exemption from district-established graduation requirements or stay in school for a fifth year to complete the district-established graduation requirements upon agreement with the student, or if under 18 years of age, the student's educational rights holder, and shall provide notifications in accordance with Education Code 51225.1. (Education Code 51225.1)

When a student who is migratory is exempted from district-established graduation requirements, the Superintendent or designee shall consult with the student and the student's educational rights holder about the following: (Education Code 51225.1)

1. Discussion of how any requirements that are waived may affect the student's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution
2. Discussion and information about other options available to the student, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges
3. Consideration of the student's academic data and any other information relevant to making an informed decision on whether to accept the exemption

The district shall not require or request a student who is migratory to transfer schools in order to qualify for an exemption and shall not grant any request made by a student who is migratory or the student's parent/guardian for a transfer solely to qualify for an exemption. (Education Code 51225.1)

The Superintendent or designee shall not require a student who is migratory who is eligible for an exemption from district-established graduation requirements and would otherwise be entitled to remain in attendance at the school, to accept the exemption or be denied enrollment in, or the ability to complete, courses for which the student is otherwise eligible, including courses necessary to attend an institution of higher education, regardless of whether such courses are required for statewide graduation requirements. (Education Code 51225.1)

If a student who is migratory is exempted from district-established graduation requirements, the exemption shall not be revoked. Additionally, the exemption shall continue to apply after the student no longer meets the definition of a student who is migratory while still enrolled in the school or if the student transfers to another school, including a charter school, or school district. (Education Code 51225.1)

The Superintendent or designee shall not require or request that an eligible student who is exempted from district-established graduation requirements and who completes the statewide coursework requirements before the end of the fourth year of high school, and would otherwise be entitled to remain in school, to graduate before the end of the student's fourth year of high school. (Education Code 51225.1)

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

1. Consult with the student and, if under 18 years of age, the student's educational rights holder, of the option to remain in school for a fifth year to complete the district-established graduation requirements and how that will affect the student's ability to gain admission to a postsecondary educational institution
2. Consult with and provide information to the student about transfer opportunities available through the California Community Colleges

3. Upon agreement with the student or with the student's educational rights holder if under 18 years of age, permit the student to stay in school for a fifth year to complete the district-established graduation requirements

When a student who is migratory has completed the second year of high school transfers into the district or between high schools within the district, and the Superintendent or designee determines that the student is not reasonably able to complete the district-established graduation requirements within the student's fifth year of high school but is reasonably able to complete the statewide coursework requirements within the fifth year of high school, the student shall be exempted from all district-established graduation requirements and be provided with the option to remain in school for a fifth year to complete the statewide requirements. In such situations, the Superintendent or designee shall consult with the student and the student's educational rights holder, regarding the following: (Education Code 51225.1)

1. The student's option to remain in school for a fifth year to complete statewide coursework requirements
2. The effect of waiving the district-established requirements and remaining in school for a fifth year on the student's postsecondary education or vocation plans, including the ability to gain admission to an institution of higher education
3. Other options available to the student, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges
4. The student's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements

Parent Advisory Council

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

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

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

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

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

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

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

Notification and Complaints

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

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

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 3080	Applicability of uniform complaint procedures to complaints regarding students with disabilities
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 200	Equal rights and opportunities in state educational institutions
Ed. Code 220	Prohibition of discrimination
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 37220	School calendar
Ed. Code 41601.6	Extended school year program for migratory students
Ed. Code 48204.7	Enrollment
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Transfer of coursework and credit
Ed. Code 51225.3	High school graduation requirements
Ed. Code 54440-54445	Migrant children
Federal	Description
20 USC 6311	State plan
20 USC 6391-6399	Education of migratory children
20 USC 7881	Participation of private school students
34 CFR 200.81-200.89	Migrant education program
Management Resources	Description
California Child Welfare Council Publication	Partial Credit Model Policy and Practice Recommendations, September 2013
California Department of Education Publication	2017 State Service Delivery Plan
U.S. Department of Education Publication	Education of Migratory Children Under Title I, Part C of the Elementary and Secondary Education Act of 1965, Non-Regulatory Guidance, rev. March 2017
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Migrant Education Office
Website	U.S. Department of Education, Office of Migrant Education

Management Resources

Website

Website

Description

[West Ed, Migrant Student Information Network](#)

[CSBA](#)

Cross References

0410

[Nondiscrimination In District Programs And Activities](#)

0415

[Equity](#)

0500

[Accountability](#)

1220

[Citizen Advisory Committees](#)

1220

[Citizen Advisory Committees](#)

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](#)

1400

[Relations Between Other Governmental Agencies And The Schools](#)

3553

[Free And Reduced Price Meals](#)

3553

[Free And Reduced Price Meals](#)

4121

[Temporary/Substitute Personnel](#)

4121

[Temporary/Substitute Personnel](#)

4131

[Staff Development](#)

4231

[Staff Development](#)

4331

[Staff Development](#)

5111.1

[District Residency](#)

5111.1

[District Residency](#)

5113.1

[Chronic Absence And Truancy](#)

5113.1

[Chronic Absence And Truancy](#)

5113.11

[Attendance Supervision](#)

5125

[Student Records](#)

5125

[Student Records](#)

5125.2

[Withholding Grades, Diploma Or Transcripts](#)

5132

[Dress And Grooming](#)

5132

[Dress And Grooming](#)

5141.26

[Tuberculosis Testing](#)

5141.26

[Tuberculosis Testing](#)

5141.31

[Immunizations](#)

5141.31

[Immunizations](#)

5141.32

[Health Screening For School Entry](#)

5141.6

[School Health Services](#)

5141.6

[School Health Services](#)

5145.13

[Response To Immigration Enforcement](#)

5145.13

[Response To Immigration Enforcement](#)

Cross References

5145.6
5145.6-E PDF(1)
5145.6-E PDF(2)
5145.6-E PDF(3)
5145.6-E(1)
5148
5148
5148.2
5148.2
5148.3
5148.3
6000
6011
6020
6020
6115
6115
6146.1
6162.51
6162.51
6164.2
6164.5
6164.5
6171
6171
6174
6174
6174-E PDF(1)
6177
6178
6178

Description

[Parent/Guardian Notifications](#)
[Parent/Guardian Notifications](#)
[Parent/Guardian Notifications](#)
[Parent/Guardian Notifications](#)
[Parent/Guardian Notifications](#)
[Child Care And Development](#)
[Child Care And Development](#)
[Before/After School Programs](#)
[Before/After School Programs](#)
[Preschool/Early Childhood Education](#)
[Preschool/Early Childhood Education](#)
[Concepts And Roles](#)
[Academic Standards](#)
[Parent Involvement](#)
[Parent Involvement](#)
[Ceremonies And Observances](#)
[Ceremonies And Observances](#)
[High School Graduation Requirements](#)
[State Academic Achievement Tests](#)
[State Academic Achievement Tests](#)
[Guidance/Counseling Services](#)
[Student Success Teams](#)
[Student Success Teams](#)
[Title I Programs](#)
[Title I Programs](#)
[Education For English Learners](#)
[Education For English Learners](#)
[Education For English Learners - Education For English Language Learners](#)
[Summer Learning Programs](#)
[Career Technical Education](#)
[Career Technical Education](#)

Exhibit 9220-E(1): Governing Board Elections

Status: DRAFT

Original Adopted Date: Pending | **Last Reviewed Date:** 12/09/2024

This exhibit is a non-exhaustive list of offenses the conviction of which disqualifies a person from holding public office, including as a Governing Board member of a school district, in the State of California.

1. California Constitution, Article VII, Section 8: Giving or offering a bribe to procure personal election or appointment
2. California Constitution, Article VII, Section 8: Committing bribery, perjury, forgery, malfeasance in office, or other high crimes
3. Penal Code section 67: Giving or offering a bribe to any executive officer in the state to influence any decision made by that officer in their official capacity
4. Penal Code section 68: While an executive or ministerial officer, employee, or appointee of the state, a county, a city, or another political subdivision of the state, asking for, receiving, or agreeing to receive any bribe to influence any decision made by that person in their official capacity
5. Penal Code section 74: As a public officer, for gratuity or reward, appointing another person to public office, or permitting another person to exercise or discharge the duties of their office
6. Penal Code section 88: While a member of the Legislature or of a legislative body of a city, county, city and county, school district, or other special district, committing any of various crimes against the Legislative power, including bribery and logrolling
7. Penal Code section 98: While an officer, committing any of various bribery and corruption crimes against the public justice as specified in Penal Code 92-100, including bribing or threatening judges or jurors
8. Penal Code section 165: Giving or offering a bribe to a member of a city council or a board of supervisors to influence any decision made by that member in their official capacity
9. Penal Code section 424: While an officer of the state or of any county, city, town, or district of the state, or while otherwise charged with the receipt, safekeeping, transfer, or disbursement of public moneys, appropriating such moneys for personal use, or refusing to pay any public moneys as required by law
10. Penal Code section 2772: Interfering with the work of prisoners employed at a road camp, or giving or attempting to give such prisoners any controlled substances, intoxicating liquors, firearms, weapons, or explosives of any kind
11. Penal Code section 2790: Interrupting the work of prisoners employed at a public park or camp, or giving or attempting to give such prisoners any controlled substances, intoxicating liquors, firearms, weapons, or explosives of any kind
12. Government Code section 1021: Committing designated crimes as specified in the California Constitution or state law
13. Government Code section 1097: While a public official, being financially interested in a contract made in their official capacity, or by any body or board of which he or she is a member, or aiding or abetting a public official in committing such a violation
14. Government Code section 9055: While a member of the Legislature or of a legislative body of a city, county, city and county, school district, or other special district, committing any of various crimes against the Legislative power, including bribery and logrolling
15. Government Code section 9412: While a member of the Legislature, refusing to appear before the Senate, Assembly, or any committee of the Legislature after being summoned to testify, or while appearing before the Senate, Assembly, or any committee, refusing to be sworn or to answer any material and proper question, or refusing to produce, upon reasonable notice, any material and proper books, papers, or documents in their possession and under their control

16. Elections Code section 20: Committing a felony involving accepting or giving, or offering to give, any bribe, the embezzlement of public money, extortion or theft of public money, perjury, or conspiracy to commit any of those crimes
17. Elections Code section 18501: While a public official, aiding the illegal casting of a vote at an election or otherwise facilitating the perpetration of election fraud

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
CA Constitution Article 2, Section 2	Voters; qualifications
CA Constitution Article 7, Section 7	Conflicting offices
CA Constitution Article 7, Section 8	Disqualification from office
Ed. Code 1006	Prohibition against school district employees serving on county board of education
Ed. Code 35107	School district employees
Ed. Code 35177	Campaign expenditures or contributions
Ed. Code 35239	Compensation of governing board member of districts with less than 70 ADA
Ed. Code 5000-5033	Election of school district board members
Ed. Code 5091	Vacancies; petition for special election
Ed. Code 5220-5231	Elections
Ed. Code 5300-5304	General provisions; conduct of elections
Ed. Code 5320-5329	Order and call of elections
Ed. Code 5340-5345	Consolidation of elections
Ed. Code 5360-5363	Election notice
Ed. Code 5380	Compensation; election officer
Ed. Code 5390	Qualifications of voters
Ed. Code 5420-5426	Cost of elections
Ed. Code 5440-5442	Miscellaneous provisions
Ed. Code 7054	Use of district property; campaign purposes
Elec. Code 10010	District boundaries
Elec. Code 10400-10418	Consolidation of elections
Elec. Code 10509	Notice of election by secretary
Elec. Code 10600-10604	School district elections
Elec. Code 11000	Recall of officers
Elec. Code 1302	Local elections; school district election
Elec. Code 13307	Candidate's statement
Elec. Code 13308	Candidate's statement contents
Elec. Code 13309	Candidate's statement; indigence
Elec. Code 14025-14032	California Voting Rights Act
Elec. Code 14050-14057	California Voter Participation Rights Act
Elec. Code 15400	Announcement of election results

State

Elec. Code 18501
 Elec. Code 20
 Elec. Code 20440
 Elec. Code 21100-21180
 Elec. Code 2201
 Elec. Code 4000-4008
 Gov. Code 1021
 Gov. Code 1097
 Gov. Code 12940
 Gov. Code 1770
 Gov. Code 81000-91014
 Gov. Code 9055
 Gov. Code 9412
 Pen. Code 165
 Pen. Code 2772
 Pen. Code 2790
 Pen. Code 424
 Pen. Code 661
 Pen. Code 67
 Pen. Code 68
 Pen. Code 74
 Pen. Code 88
 Pen. Code 98

Federal

52 USC 10301-10508

Management Resources

Attorney General Opinion
 Attorney General Opinion
 Attorney General Opinion
 Attorney General Opinion
 Attorney General Opinion
 Court Decision
 Court Decision
 Court Decision
 Court Decision
 CSBA Publication
 Website
 Website

Description

[Election fraud](#)
[Public office eligibility](#)
[Code of Fair Campaign Practices](#)
[FAIR MAPS Act](#)
[Grounds for cancellation](#)
 Elections conducted wholly by mail
[Conviction of crime](#)
[Illegal participation in public contract](#)
[Unlawful discriminatory employment practices](#)
[Vacancy of office](#)
[Political Reform Act](#)
[Committing crimes against legislative power](#)
[Refusing to appear](#)
[Bribes to members of city council](#)
[Interfering with the work of prisoners](#)
[Interrupting the work of prisoners](#)
[Embezzlement and falsification of accounts by public officers](#)
[Removal for neglect or violation of official duty](#)
[Giving bribes](#)
[Receiving bribes](#)
[Acceptance of gratuity](#)
[Crimes against legislative power](#)
[Crimes against public justice](#)

Description

Voting Rights Act

Description

105 Ops.Cal.Atty.Gen. 182 (2022)
 69 Ops.Cal.Atty.Gen. 290 (1986)
 81 Ops.Cal.Atty.Gen. 98 (1998)
 83 Ops.Cal.Atty.Gen. 181 (2000)
 85 Ops.Cal.Atty.Gen. 49 (2002)
 Dusch v. Davis (1967) 387 U.S. 112
 Randall v. Sorrell (2006) 126 S.Ct. 2479
 Rey v. Madera Unified School District (2012) 203 Cal. App. 4th 1223
 Sanchez v. City of Modesto (2006) 145 Cal. App. 4th 660
 Legal Alert on the Impact of Senate Bill No. 415 on School Board Elections, January 2017
[CSBA District and County Office of Education Legal Services](#)
[Institute for Local Government](#)

Management Resources

Website

Website

Website

Description

[Fair Political Practices Commission](#)

[California Secretary of State's Office](#)

[CSBA](#)

Cross References

0410

9005

9110

9223

9224

9230

9240

9270

9270-E PDF(1)

9320

Description

[Nondiscrimination In District Programs And Activities](#)

[Governance Standards](#)

[Terms Of Office](#)

[Filling Vacancies](#)

[Oath Or Affirmation](#)

[Orientation](#)

[Board Training](#)

[Conflict Of Interest](#)

[Conflict Of Interest](#)

[Meetings And Notices](#)

Bylaw 9320: Meetings And Notices

Status: DRAFT

Original Adopted Date: 10/20/2016 | **Last Revised Date:** 03/10/2022

Meetings of the Governing Board are conducted for the purpose of accomplishing district business. In accordance with applicable open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide the opportunity for members of the public to directly address the Board. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location as permitted by Government Code 54953, to hear, discuss, deliberate, or take action upon any item within the subject matter jurisdiction of the Board. (Government Code 54952.2)

In accordance with law and as specified in Board Bylaw 9012 - Board Member Electronic Communications, a majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

However, the Superintendent or designee may engage in separate conversations or communications with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. Any doubt about a request for accommodation shall be resolved in favor of accessibility. Notice of the procedure for receiving and resolving such requests for accommodation shall be given in each instance in which notice of the time of a meeting is otherwise given or the agenda for the meeting is otherwise posted. (Government Code 54953, 54953.2, 54954.1, 54954.2)

Regular Meetings

Unless otherwise determined by the Board, the Board shall hold 1 regular meeting(s) each month starting at 6 p.m. on the 2nd Thursday of the month at the Harmony Union Assembly Hall 1935 Bohemian Hwy., Occidental, Ca 95465

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

Consistent with Government Code 54957.5 and Board Bylaw 9322 - Agenda/Meeting Materials, whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose. The records shall be posted on the district website at the time the materials are distributed to all or a majority of the Board if distributed outside of business hours.

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members on any topic within the subject matter jurisdiction of the Board unless otherwise prohibited by law or as specified in BB 9323.2 - Actions by the Board. (Government Code 54956)

At least 24 hours before the time of the meeting, written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the district's website, and, at least 24 hours before the time of the meeting, in a location freely accessible to the public. The notice shall specify the time and location of the meeting and the business to be

transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Education Code 35144; Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. (Government Code 54956.5)

The Board may meet in closed session during emergency meetings so long as two-thirds of the members present at the meeting agree or, if less than two-thirds of the members are present, by unanimous vote of the members present. (Government Code 54956.5)

The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification shall be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time notification is given to the other members of the Board. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

An *emergency* means a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board. (Government Code 54956.5)

A *dire emergency* means a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board. (Government Code 54956.5)

Adjourned/Continued Meetings

The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn/continue such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned/continued to a later time and location and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment/continuance, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the location where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may convene a study session or public forum to study an issue in more detail or to receive information

from staff or feedback from members of the public. The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships. Any such meeting, regardless of title or topic, shall be held as a regular or special meeting, as appropriate, and shall comply with all other requirements for regular or special meetings. (Government Code 54956)

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members
2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern
3. An open and noticed meeting of another body of the district
4. An open and noticed meeting of a legislative body of another local agency
5. A purely social or ceremonial occasion
6. An open and noticed meeting of a standing committee of the Board established pursuant to Board Bylaw 9130 - Board Committees, provided that the Board members who are not members of the standing committee attend only as observers

Individual contacts or conversations between a Board member and any other person that are not part of a series of communications prohibited by the Brown Act are permitted. (Government Code 54952.2)

Location of Meetings

Unless the Board is holding a teleconference meeting during a proclaimed state of emergency, all meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on nonadversarial collective bargaining techniques
9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district

10. Interview a potential employee from another district

All meetings, regardless of location, shall comply with the applicable notice and open meeting requirements. Additionally, no such meeting may be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135, which is inaccessible to individuals with disabilities, or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

If a fire, flood, earthquake, or other emergency renders the posted regular or special meeting location unsafe and the deadline for posting the location has passed, the meeting shall be held at a location designated by the Board president or designee, who shall so inform all news media who have requested notice of meetings pursuant to Government Code 54956 by the most rapid available means of communication.

Traditional Teleconferencing

A Board member may participate in any meeting by teleconference, which includes both audio or video/audio so long as the following conditions are met: (Government Code 54953)

1. All votes taken during the meeting are by rollcall
2. The meeting is conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency
3. The location of the Board member participating by teleconference is open and accessible to the public during the meeting, except during closed session, such that members of the public may observe in person the Board member participating by teleconference, may hear/listen to the meeting to the same extent as the Board member participating by teleconference, and may make public comment during the same portion of the agenda as others members of the public from the same location as the Board member participating by teleconference
4. The location of the Board member participating by teleconference is noted in the agenda and the agenda is posted at the location of the Board member participating by teleconference in advance of the meeting as statutorily required based on the type of meeting
5. At least a quorum of the members is within the district boundaries.

Teleconferencing by Individual Board Member Due to Just Cause

Until January 1, 2026, when there is "just cause" preventing a Board member from attending a Board meeting in person, that Board member may participate in that meeting by teleconference without: (Government Code 54953)

1. Including the location of the Board member participating by teleconference in the agenda
2. Making the location of the Board member participating by teleconference open and accessible to the public
3. Posting the agenda at the location of the Board member participating by teleconference

A Board member needing to participate by teleconference for just cause shall notify the Board at the earliest possible opportunity, including at the start of a regular meeting, of the need to do so and include a general description of the circumstances relating to the need to appear by teleconference at the given meeting. (Government Code 54953)

For the Board member to participate by teleconference under this section, all of the following are required: (Government Code 54953)

1. All votes taken during the meeting are by rollcall
2. At least a quorum of the Board participates in person from a singular physical location clearly identified on the agenda
3. The Board member participating by teleconference utilizes both audio and visual technology to participate in

the meeting

4. The Board member participating by teleconference publicly discloses, before any action is taken, whether any individual 18 years of age or older is present at the Board member's location and the general nature of the member's relationship with each such individual
5. The public is able to access the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with real-time public comment being allowed via the platform or service, in addition to public comment being available in person

The platform or service may require members of the public to register in order to make public comments so long as the platform or service is not controlled by the district

6. The agenda for the meeting includes information describing how members of the public can access the platform or service

If the platform or service is disrupted such that the public cannot access the meeting or give real-time public comment, the meeting may continue but the Board may not take action on any agenda item until the disruption is resolved. (Government Code 54953)

A Board member shall be permitted to participate by teleconference for just cause for no more than two meetings per calendar year. (Government Code 54953)

For purposes of this section, "just cause" may exist for any of the following: (Government Code 54953)

1. A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a Board member to participate remotely
2. A contagious illness prevents a Board member from attending in person
3. A Board member has a need related to a physical or mental disability not otherwise reasonably accommodated
4. A Board member is traveling while on official business of the Board or another state or local agency

Teleconferencing by Individual Board Member Due to Emergency Circumstances

Until January 1, 2026, when a physical or family medical emergency would prevent a Board member from attending a Board meeting in person, that Board member may request to participate in such meeting by teleconference. The Board member requesting to appear remotely shall submit the request as soon as possible and include a concise general description of the emergency that necessitated the request. The Board member shall not be required to disclose any disability, medical diagnosis, or personal medical information exempt under existing law. (Government Code 54953)

If the request is received timely, it shall be added to the agenda as the first item of business at the meeting, even before any closed session items. If the request is not received timely, it shall be taken up by the Board before the first item of business at the meeting. The request shall only be granted upon a vote by the majority of the Board. (Government Code 54953, 54954.2)

If the request is granted by the Board, the Board member may participate by teleconference without: (Government Code 54953)

1. Including the location of the Board member participating by teleconference in the agenda
2. Making the location of the Board member participating by teleconference open and accessible to the public
3. Posting the agenda at the location of the Board member participating by teleconference

For the Board member to participate by teleconference due to emergency circumstances, all of the following are required: (Government Code 54953)

1. All votes taken during the meeting are by rollcall

2. At least a quorum of the Board participates in person from a singular physical location clearly identified on the agenda
3. The Board member participating by teleconference utilizes both audio and visual technology to participate in the meeting
4. The Board member participating by teleconference publicly discloses, before any action is taken, whether any individual 18 years of age or older is present at the Board member's location and the general nature of the member's relationship with each such individual
5. The public is able to access the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with real-time public comment being allowed via the platform or service, in addition to public comment being available in person

The platform or service may require members of the public to register in order to make public comments so long as the platform or service is not controlled by the district

6. The agenda for the meeting includes information describing how members of the public can access the platform or service

If the platform or service is disrupted such that the public cannot access the meeting or give real-time public comment, the meeting may continue but the Board shall not take action on any agenda item until the disruption is resolved. (Government Code 54953)

In total, a Board member may not participate by teleconference due to emergency circumstances alone, or together with teleconference due to just cause, as specified above, for more than 20 percent of the Board's regular meetings or for more than three consecutive months. If the Board meets less than 10 times in a calendar year, a Board member may not appear remotely due to emergency circumstances for more than two meetings. (Government Code 54953)

Teleconference Meetings During a Proclaimed State of Emergency

The Board may conduct a Board meeting entirely by teleconference during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)

1. For the purpose of determining whether meeting in person would present imminent risks to the health or safety of attendees due to the emergency
2. When the Board has been determined, pursuant to Item #1 above, that meeting in person would present imminent risks to the health or safety of attendees due to the emergency

The Board may hold a meeting by teleconference during a proclaimed state of emergency without: (Government Code 54953):

1. Including the location of Board members in the agenda
2. Making the locations of Board members open and accessible to the public
3. Posting the agenda at the locations of Board members

For the Board to hold such meeting, all of the following are required: (Government Code 54953)

1. All votes taken during the meeting are by rollcall
2. The public is able to access the meeting via a call-in service or an internet-based platform or service, with real-time public comment being allowed via the platform or service

If an internet-based platform or service is utilized, it may require members of the public to register in order to make public comments so long as the platform or service is not controlled by the district

3. The agenda for the meeting includes information describing how members of the public can access the platform or service

If the platform or service is disrupted such that the public cannot access the meeting or give real-time public comment, the meeting may continue but the Board may not take action on any agenda item until the disruption is resolved. (Government Code 54953)

For any public comment period with a time limit, the Board may not close that public comment period or the opportunity to register until the full time for public comment has elapsed. For any other public comment period, the Board shall allow a reasonable amount of time to allow members of the public to provide public comment and to register to do so. (Government Code 54953)

The Board may continue to conduct all meetings by teleconference throughout one or more 45-day periods so long as, prior to the beginning of each 45-day period, the Board has reconsidered the circumstances of the state of emergency and determines that it continues to directly impact the ability of the Board to meet safely in person. (Government Code 54953)

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 35140	Time and place of meetings
Ed. Code 35143	Annual organizational meetings; date and notice
Ed. Code 35144	Special meeting
Ed. Code 35145	Public meetings
Ed. Code 35145.5	Agenda; public participation and regulations
Ed. Code 35146	Closed sessions; student matters
Ed. Code 35147	Open meeting laws exceptions
Gov. Code 11135	Prohibition of discrimination
Gov. Code 3511.1	Local agency executives
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 54953	Oral summary of recommended salary and benefits of superintendent
Gov. Code 54954	Time and place of regular meetings
Gov. Code 54954.2	Agenda posting requirements; board actions
Gov. Code 54956	Special meetings
Gov. Code 54956.5	Emergency meetings
Gov. Code 7920.000-7930.215	California Public Records Act
Gov. Code 8625-8629	California Emergency Services Act

Federal	Description
28 CFR 35.160	Effective communications for individuals with disabilities
28 CFR 36.303	Nondiscrimination on the basis of disability, public accommodations, auxiliary aids, and services
42 USC 12101-12213	Americans with Disabilities Act

Management Resources	Description
Attorney General Opinion	78 Ops.Cal.Atty.Gen. 327 (1995)
Attorney General Opinion	79 Ops.Cal.Atty.Gen. 69 (1996)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 181 (2001)

Management Resources

Attorney General Opinion

Attorney General Opinion

Court Decision

Court Decision

Court Decision

CSBA Publication

Institute for Local Government Publication

League of California Cities Publication

Website

Website

Website

Website

Website

Website

Description

84 Ops.Cal.Atty.Gen. 30 (2001)

88 Ops.Cal.Atty.Gen. 218 (2005)

Knight First Amendment Institute at Columbia University v. Trump (2019)
928 F.3d 226

Garnier v. Poway Unified School District (S.D. Cal. September 26, 2019) No.
17-cv-2215-W (JLB), 2019 WL 4736208

Wolfe v. City of Fremont (2006) 144 Cal.App. 4th 533

The Brown Act: School Boards and Open Meeting Laws, rev. 2023

The ABCs of Open Government Laws

Open and Public V: A Guide to the Ralph M. Brown Act, 2016

[CSBA District and County Office of Education Legal Services](#)

[CSBA, GAMUT Meetings](#)

[Institute for Local Government](#)

[League of California Cities](#)

[California Attorney General's Office](#)

[CSBA](#)

Cross References

0410

0420.4

0420.4

0420.43

0450

0450

0460

0460

1113

1113

1113-E PDF(1)

1113-E(1)

1113-E(2)

1113-E(3)

1160

1220

1220

1330

1330

1330-E PDF(1)

1340

1340

1431

Description

[Nondiscrimination In District Programs And Activities](#)

[Charter School Authorization](#)

[Charter School Authorization](#)

[Charter School Revocation](#)

[Comprehensive Safety Plan](#)

[Comprehensive Safety Plan](#)

[Local Control And Accountability Plan](#)

[Local Control And Accountability Plan](#)

[District And School Websites](#)

[District And School Websites](#)

[District And School Websites](#)

[District And School Websites](#)

[District And School Websites](#)

[District And School Websites](#)

[Political Processes](#)

[Citizen Advisory Committees](#)

[Citizen Advisory Committees](#)

[Use Of School Facilities](#)

[Use Of School Facilities](#)

[Use Of School Facilities](#)

[Access To District Records](#)

[Access To District Records](#)

[Waivers](#)

Cross References

2000
2111
2121
2210
3100
3100
3280
3280
3311
3311
3312
3314
3314
3516
3516
4117.14
4141.6
4141.6
4241.6
4241.6
4312.1
4317.14
6112
6112
6117
6173.1
6173.1
7150
7150
7214
7214
7310
9000
9005
9012
9100
9121
9130
9140
9220

Description

[Concepts And Roles](#)
[Superintendent Governance Standards](#)
[Superintendent's Contract](#)
[Administrative Discretion Regarding Board Policy](#)
[Budget](#)
[Budget](#)
[Sale Or Lease Of District-Owned Real Property](#)
[Sale Or Lease Of District-Owned Real Property](#)
[Bids](#)
[Bids](#)
[Contracts](#)
[Payment For Goods And Services](#)
[Payment For Goods And Services](#)
[Emergencies And Disaster Preparedness Plan](#)
[Emergencies And Disaster Preparedness Plan](#)
[Postretirement Employment](#)
[Concerted Action/Work Stoppage](#)
[Concerted Action/Work Stoppage](#)
[Concerted Action/Work Stoppage](#)
[Concerted Action/Work Stoppage](#)
[Contracts](#)
[Postretirement Employment](#)
[School Day](#)
[School Day](#)
[Year-Round Schedules](#)
[Education For Foster Youth](#)
[Education For Foster Youth](#)
[Site Selection And Development](#)
[Site Selection And Development](#)
[General Obligation Bonds](#)
[General Obligation Bonds](#)
[Naming Of Facility](#)
[Role Of The Board](#)
[Governance Standards](#)
[Board Member Electronic Communications](#)
[Organization](#)
[President](#)
[Board Committees](#)
[Board Representatives](#)
[Governing Board Elections](#)

Cross References

9230

9240

9270

9270-E PDF(1)

9310

9321

9321-E(1)

9321-E(2)

9322

9323

9323.2

9323.2-E PDF(1)

9323.2-E PDF(2)

9324

9400

Description[Orientation](#)[Board Training](#)[Conflict Of Interest](#)[Conflict Of Interest](#)[Board Policies](#)[Closed Session](#)[Closed Session](#)[Closed Session](#)[Agenda/Meeting Materials](#)[Meeting Conduct](#)[Actions By The Board](#)[Actions By The Board](#)[Actions By The Board](#)[Minutes And Recordings](#)[Board Self-Evaluation](#)

Original Adopted Date: 05/20/2019

The Governing Board shall act by a majority vote of all of the membership constituting the Board, unless otherwise required by law. (Education Code 35164, 35165)

An "action" by the Board means: (Government Code 54952.6)

- 1. A collective decision by a majority of the Board members
- 2. A collective commitment or promise by a majority of the Board members to make a positive or negative decision
- 3. A vote by a majority of the Board members when sitting as the Board upon a motion, proposal, resolution, order, or ordinance

The Board shall not take action by secret ballot, whether preliminary or final. (Government Code 54953)

Actions taken by the Board in open session shall be recorded in the Board minutes. (Education Code 35145)

Action on Non-Agenda Items

The Board may take action on a subject not appearing on the posted meeting agenda only after publicly identifying the item and if any one of the following conditions are met: (Government Code 54954.2)

- 1. When a majority of the Board determines that an emergency situation exists, as defined for emergency meetings pursuant to Government Code 54956.5
- 2. When two-thirds of the members present, or if less than two-thirds of the members are present then by a unanimous vote of all members present, determine that the need to take immediate action came to the district's attention after the agenda was posted
- 3. When an item appeared on the agenda of, and was continued from, a meeting that occurred not more than five days earlier
- 4. Until December 31, 2025, when a Board member requests to participate by teleconference due to emergency circumstances pursuant to Government Code 54953 so long as the timing of the request did not allow for sufficient time to place it on the agenda

Challenging Board Actions

Before seeking to file a civil action to stop or prevent a Brown Act violation or to invalidate a prior action taken by the Board, the district attorney's office or interested person shall first present a demand to "cure and correct" the alleged violation to the district. If the district receives a proper demand from the district attorney's office or any interested person to "cure and correct" an alleged violation of the Brown Act, the Board shall consult with legal counsel on if and how to respond as provided by law. (Government Code 54960-54960.5) b n

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description	bjehg
Code of Civil Procedure 1245.240	Eminent domain vote requirements	
Code of Civil Procedure 1245.245	Eminent domain; resolution adopting	

State

Ed. Code 15266
Ed. Code 17466
Ed. Code 17481
Ed. Code 17510-17512
Ed. Code 17546
Ed. Code 17556-17561
Ed. Code 35140-35149
Ed. Code 35150
Ed. Code 35160-35178.4
Ed. Code 48660-48661
Gov. Code 53090-53097.5
Gov. Code 53724
Gov. Code 53790-53792
Gov. Code 53820-53833
Gov. Code 53850-53858
Gov. Code 54230.5
Gov. Code 54230.7
Gov. Code 54950-54963
Gov. Code 54952.6
Gov. Code 54953
Gov. Code 54960-54960.5
Gov. Code 65352.2
Pub. Cont. Code 20110-20118.44
Pub. Cont. Code 20113
Pub. Cont. Code 20114

Pub. Cont. Code 22034
Pub. Cont. Code 22035
Pub. Cont. Code 22050
Pub. Cont. Code 3400

Management Resources

Attorney General Publication
Court Decision
Court Decision

Court Decision
Court Decision
CSBA Publication

League of California Cities Publication

Description

[School construction bonds](#)
[Declaration of intent to sell or lease real property](#)
[Lease of property with residence for nondistrict purposes](#)
[Leasing for production of gas; resolution requiring unanimous vote](#)
[Private sale of personal property](#)
[Dedication of real property](#)
[Meetings](#)
[Termination of superintendent](#)
[Powers and duties](#)
[Community day schools; establishment and restrictions](#)
[Regulation of local agencies by counties and cities](#)
[Parcel tax resolution requirements](#)
[Exceeding the budget](#)
[Temporary borrowing](#)
[Temporary borrowing](#)
[Disposal of surplus land and receipt of notice of violation](#)
[Disposal of surplus land and receipt of notice of violation](#)
[The Ralph M. Brown Act](#)
[Action taken; definition](#)
[Meetings to be open and public; attendance](#)
[Actions to prevent violations](#)
[Communicating and coordinating of school sites](#)
[School district contracts](#)
[Emergencies; award of contracts without bids](#)
[Repairs, maintenance, and improvements to district facilities by day labor or force account](#)
[Uniform Public Construction Cost Accounting Act informal bidding ordinance](#)
[Repair or replacement of facilities in case of emergency](#)
[Emergency contracting procedures](#)
[Bid specifications](#)

Description

[The Brown Act: Open Meetings for Legislative Bodies, rev. 2003](#)
Bell v. Vista Unified School District (2002) 82 Cal.App.4th 672
Boyle v. City of Redondo Beach (1999) 70 Cal.App.4th 1109

Los Angeles Times Communications LLC v. Los Angeles County Board of Supervisors (2003) 112 Cal.App.4th 1313
McKee v. Orange Unified School District (2003) 110 Cal.App.4th 1310
The Brown Act: School Boards and Open Meeting Laws, rev. 2023
Open and Public IV: A Guide to the Ralph M. Brown Act 2nd Edition, rev. July 2010

Management Resources

Website	CSBA District and County Office of Education Legal Services
Website	Institute for Local Government
Website	California Office of the Attorney General
Website	CSBA

Description**Cross References**

2121	Superintendent's Contract
3260	Fees And Charges
3260	Fees And Charges
3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3311	Bids
3311	Bids
3311.1	Uniform Public Construction Cost Accounting Procedures
7131	Relations With Local Agencies
7150	Site Selection And Development
7150	Site Selection And Development
7160	Charter School Facilities
7160	Charter School Facilities
7214	General Obligation Bonds
7214	General Obligation Bonds
9000	Role Of The Board
9005	Governance Standards
9012	Board Member Electronic Communications
9150	Student Board Members
9200	Limits Of Board Member Authority
9223	Filling Vacancies
9260	Legal Protection
9310	Board Policies
9320	Meetings And Notices
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9322	Agenda/Meeting Materials
9323	Meeting Conduct
9324	Minutes And Recordings

Description

Exhibit 9323.2-E(1): Actions By The Board

Status: DRAFT

Original Adopted Date: Pending

RESTRICTIONS ON BOARD ACTIONS

This exhibit is a non-exhaustive list of the Governing Board actions that require more than a majority vote as well as restrictions and prohibitions on when the Board may take certain actions. Other such actions may exist and may be identified in the future.

Actions Requiring a Two-Thirds Vote of the Membership of the Board

1. Resolution declaring the Board's intention to sell or lease real property (Education Code 17466)
2. Resolution declaring the Board's intent to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)
3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)
4. Lease, for up to three months, of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)
5. Request for temporary borrowing of funds needed for immediate requirements of the district to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s) (Government Code 53821)
6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, action to render city or county zoning ordinances inapplicable to a proposed use of the property by the district so long the proposed use of property is not for nonclassroom facilities (Government Code 53094)
7. When the district is organized to serve only grades K-8, action to establish a community day school for any of grades K-8 (Education Code 48660)
8. When the district is organized to serve only grades K-8, has an average daily attendance (ADA) of 2,500 or less, or desires to operate a community day school to serve any of grades K-6 (and no higher grades) and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)
9. Decision to pursue the authorization and issuance of general obligation bonds pursuant to paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution (Education Code 15266)
10. Resolution of necessity to proceed with an eminent domain action and, if the Board subsequently desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)
11. When the district has a three-member Board and has adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act (UPCCAA), action to respond to an emergency facilities condition without giving notice for bids to award contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)

Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)
2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

Actions Requiring a Four-Fifths Vote of the Membership of the Board

1. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822, 53824)
2. Resolution for district borrowing, between July 15 and August 30 of any fiscal year, of up to 25 percent of the estimated income and revenue to be received by the district during that fiscal year from apportionments based on ADA for the preceding school year (Government Code 53823, 53824)
3. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)
4. When the district has a five-member or seven-member Board and has adopted the procedures set forth in UPCCAA, action to respond to an emergency facilities condition without giving notice for bids to award contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)
5. Resolution to award a contract for a public works project at \$212,500 or less to the lowest responsible bidder, when the district is using the informal process authorized under the UPCCAA for projects of \$200,000 or less, all bids received are in excess of \$200,000, and the Board determines that the district's cost estimate was reasonable (Public Contract Code 22034)

Actions Requiring a Four-Fifths Vote of the Board Members Present at the Meeting

1. Approval of the expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense (Government Code 53790-53792)

Actions Requiring a Unanimous Vote of the Membership of the Board

1. Resolution authorizing and prescribing the terms of a lease of district property for extraction and taking of gas not associated with oil (Education Code 17510, 17511)
2. Authorization of the use of day labor or force account, or waiver of the competitive bid process pursuant to Public Contract Code 20111, when the Board determines that an emergency exists requiring the repair, alteration, work, or improvement to any facility to permit the continuance of existing classes or to avoid danger to life or property, and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

Actions Requiring a Unanimous Vote of the Board Members Present at the Meeting

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than \$2,500. Disposal of surplus property or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

Actions Required to Occur During a Regular Board Meeting

1. Termination of the Superintendent or an assistant superintendent without cause (Education Code 35150)
2. Discussion or action regarding the contract, salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1 (Government Code 54956)

Prohibitions on Certain Board Actions

1. Termination of the Superintendent or an assistant superintendent without cause within 30 days after the first convening of the Board after an election at which one or more Board members are elected or recalled (Education Code 35150)
2. When the District is disposing of surplus land and has received a notification from the Department of Housing and Community Development pursuant to Government Code 54230.5 with regard to the surplus land, final action to ratify or approve the proposed disposal of surplus land unless the district holds an open and public meeting in compliance with Government Code 54230.7 to review and consider the substance of the notice

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

Description

Code of Civil Procedure 1245.240

[Eminent domain vote requirements](#)

Code of Civil Procedure 1245.245

[Eminent domain; resolution adopting different use](#)

Code of Civil Procedure 425.16

[Special motion to strike in connection with a public issue](#)

Ed. Code 15266

[School construction bonds](#)

Ed. Code 17466

[Declaration of intent to sell or lease real property](#)

Ed. Code 17481

[Lease of property with residence for nondistrict purposes](#)

Ed. Code 17510-17512

[Leasing for production of gas; resolution requiring unanimous vote](#)

Ed. Code 17546

[Private sale of personal property](#)

Ed. Code 17556-17561

[Dedication of real property](#)

Ed. Code 35140-35149

[Meetings](#)

Ed. Code 35150

[Termination of superintendent](#)

Ed. Code 35160-35178.4

[Powers and duties](#)

Ed. Code 48660-48661

[Community day schools; establishment and restrictions](#)

Gov. Code 53090-53097.5

[Regulation of local agencies by counties and cities](#)

Gov. Code 53724

[Parcel tax resolution requirements](#)

Gov. Code 53790-53792

[Exceeding the budget](#)

Gov. Code 53820-53833

[Temporary borrowing](#)

Gov. Code 53850-53858

[Temporary borrowing](#)

Gov. Code 54230.5

[Disposal of surplus land and receipt of notice of violation](#)

Gov. Code 54230.7

[Disposal of surplus land and receipt of notice of violation](#)

Gov. Code 54950-54963

[The Ralph M. Brown Act](#)

Gov. Code 54952.6

[Action taken; definition](#)

Gov. Code 54953

[Meetings to be open and public; attendance](#)

Gov. Code 54960-54960.5

[Actions to prevent violations](#)

Gov. Code 65352.2

[Communicating and coordinating of school sites](#)

State

Pub. Cont. Code 20110-20118.44

Pub. Cont. Code 20113

Pub. Cont. Code 20114

Pub. Cont. Code 22034

Pub. Cont. Code 22035

Pub. Cont. Code 22050

Pub. Cont. Code 3400

Management Resources

Attorney General Publication

Court Decision

Court Decision

Court Decision

Court Decision

CSBA Publication

League of California Cities Publication

Website

Website

Website

Website

Cross References

2121

3260

3260

3270

3270

3280

3280

3311

3311

3311.1

7131

7150

7150

7160

7160

7214

Description

[School district contracts](#)

[Emergencies; award of contracts without bids](#)

[Repairs, maintenance, and improvements to district facilities by day labor or force account](#)

[Uniform Public Construction Cost Accounting Act informal bidding ordinance](#)

[Repair or replacement of facilities in case of emergency](#)

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[Institute for Local Government](#)

[California Office of the Attorney General](#)

[CSBA](#)

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[Bids](#)

[Bids](#)

[Uniform Public Construction Cost Accounting Procedures](#)

[Relations With Local Agencies](#)

[Site Selection And Development](#)

[Site Selection And Development](#)

[Charter School Facilities](#)

[Charter School Facilities](#)

[General Obligation Bonds](#)

Cross References

7214

9000

9005

9012

9150

9200

9223

9260

9310

9320

9321

9321-E(1)

9321-E(2)

9322

9323

9324

Description[General Obligation Bonds](#)[Role Of The Board](#)[Governance Standards](#)[Board Member Electronic Communications](#)[Student Board Members](#)[Limits Of Board Member Authority](#)[Filling Vacancies](#)[Legal Protection](#)[Board Policies](#)[Meetings And Notices](#)[Closed Session](#)[Closed Session](#)[Closed Session](#)[Agenda/Meeting Materials](#)[Meeting Conduct](#)[Minutes And Recordings](#)

9. L. Information regarding Owning a School Bus Cost Analysis

Supporting Documents



Owning a School Bus Cost Analysis



WebPage

Owning a School Bus Cost Analysis

Here's an outline of estimated costs if you owned and operated your own bus:

Initial Purchase (One-Time)

- **New school bus (small capacity):** \$100,000–\$180,000
- **Used, good condition bus:** \$30,000–\$80,000

Annual Recurring Costs

Category	Estimated Cost
Bus Driver (salary + benefits)	\$50,000–\$65,000
Insurance	\$5,000–\$10,000
Fuel	\$5,000–\$10,000
Maintenance & Repairs	\$5,000–\$8,000
Licensing & Inspections	\$1,000
Total (Annual)	\$66,000–\$94,000

Estimated Savings

Even if you include all operating costs and split a \$100,000 bus purchase over 10 years (=\$10,000/year), your **total cost would be around \$74,000–\$89,000 per year**, compared to **\$318,728 currently**.

That's a **potential annual savings of \$230,000+**, even conservatively.

Current WCT Cost	2024-2025	2025-2026
	318,728	350,000? Still waiting
LCFF Calc Revenue	-115,000	-115,000
Total Cost	203,728	235,000

Our Cost	Low Estimate	High Estimate
Bus Driver	55,000	60,000
Insurance	7,000	10,500
Fuel	5,000	8,000
Maintenance	6,000	10,000
Licensing & Inspections	1,000	1,200
Total Annual Cost	74,000	89,700
Estimated Savings	244,728	260,300
Special Education Cost	-40,400	-50,000
JPA Lease Expense	-2,020 (5%) Of SPED	-2,500 (5%) Of SPED
Savings	202,308	207,800
LCFF Calc Revenue	115,000	115,000

Considerations

- A full-time bus driver could also serve in another role during non-drive hours (e.g., campus maintenance, office support).
- Once we own and operate the bus we can change the route to make the most sense.
- This does not include the option of purchasing an electric bus. There are many programs our district is eligible for listed below.

1. Zero-Emission School Bus and Infrastructure Incentive Project (ZESBI)

Administered by: California Air Resources Board (CARB)

Funding: Up to \$500 million allocated through Senate Bill 114 (2023), with \$375 million for zero-emission buses and \$125 million for charging infrastructure.

Eligibility: Public school districts, charter schools, joint powers authorities, and county offices of education.

Prioritization: Small and rural districts, those serving high percentages of foster youth, students receiving free/reduced-price meals, or English learners.

Next Application Period: October 8 – November 22, 2024. **(Not sure if program will renew for 2025)**

More Info: carbstage.arb.ca.gov

2. Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) – Public School Bus Set-Aside

Administered by: CARB

Funding: Up to \$210,000 per bus to offset the incremental cost of zero-emission school buses.

Eligibility: Public school districts and third-party school transportation providers.

Application Process: Vouchers are processed through approved dealers; fleets are not required to scrap an existing vehicle.

More Info: carbstage.arb.ca.govcarbstage.arb.ca.gov

3. Carl Moyer Program

Administered by: Local air districts, including BAAQMD

Funding: Provides grants for cleaner-than-required engines and equipment, including school buses.

Eligibility: Public school districts that own their own school buses.

More Info: [California Air Resources](https://CaliforniaAirResourcesBoardcarbstage.arb.ca.gov+3BAAQMD+3BAAQMD+3CaliforniaAirResourcesBoard)

[Boardcarbstage.arb.ca.gov+3BAAQMD+3BAAQMD+3California Air Resources Board](https://CaliforniaAirResourcesBoardcarbstage.arb.ca.gov+3BAAQMD+3BAAQMD+3CaliforniaAirResourcesBoard)

4. School Bus Replacement Program

Administered by: California Energy Commission (CEC)

Funding: Supports replacing old diesel school buses with pollution-free electric vehicles.

Eligibility: Public school districts, county offices of education, and joint power

authorities.

More Info: [California Energy Commission](#)[California Energy Commission](#)

5. Community Air Protection Incentives (AB 617)

Administered by: Local air districts, including BAAQMD

Funding: Supports early action emissions reductions in communities most affected by air pollution.

Eligibility: School bus replacements are an eligible project type.

More Info: carbstage.arb.ca.gov

6. Clean Mobility in Schools

Administered by: CARB

Funding: Supports clean transportation and mobility strategies, including electric vehicles and electric vehicle supply equipment in schools.

Eligibility: K-12 schools.

More Info: carbstage.arb.ca.gov

7. Lower-Emission School Bus Program (LESBP)

Administered by: Local air districts, including BAAQMD

Funding: Funds new, cleaner technology school bus replacements and retrofit devices that significantly reduce toxic particulate matter emissions from diesel school buses.

Eligibility: Public school districts and joint power authorities.

More Info: carbstage.arb.ca.gov[California Energy Commission+4BAAQMD+4BAAQMD+4carbstage.arb.ca.gov+1scaqmd.gov+1scaqmd.gov](#)

8. AB 181 – School District Transportation Service Plans

Administered by: BAAQMD

Requirement: School districts must develop transportation service plans in consultation with air quality management districts.

Funding Opportunities: BAAQMD offers several funding programs that school districts may take advantage of when implementing their developed plans.

More Info: [BAAQMDBAAQMD+1scaqmd.gov+1](#)

From the Sonoma County office of Education letter.

"Given these evolving economic conditions, state revenues will be closely monitored in the months leading up to enacting the 2025-26 State Budget. Anticipating potential changes, each local education agency (LEA) should remain cautious, avoid structural deficit spending, maintain adequate reserves, and engage in long-term financial planning to ensure fiscal stability."

"The County recommends that the District review its Basic Aid Supplement projections, as the projections for the current and subsequent years exceed the

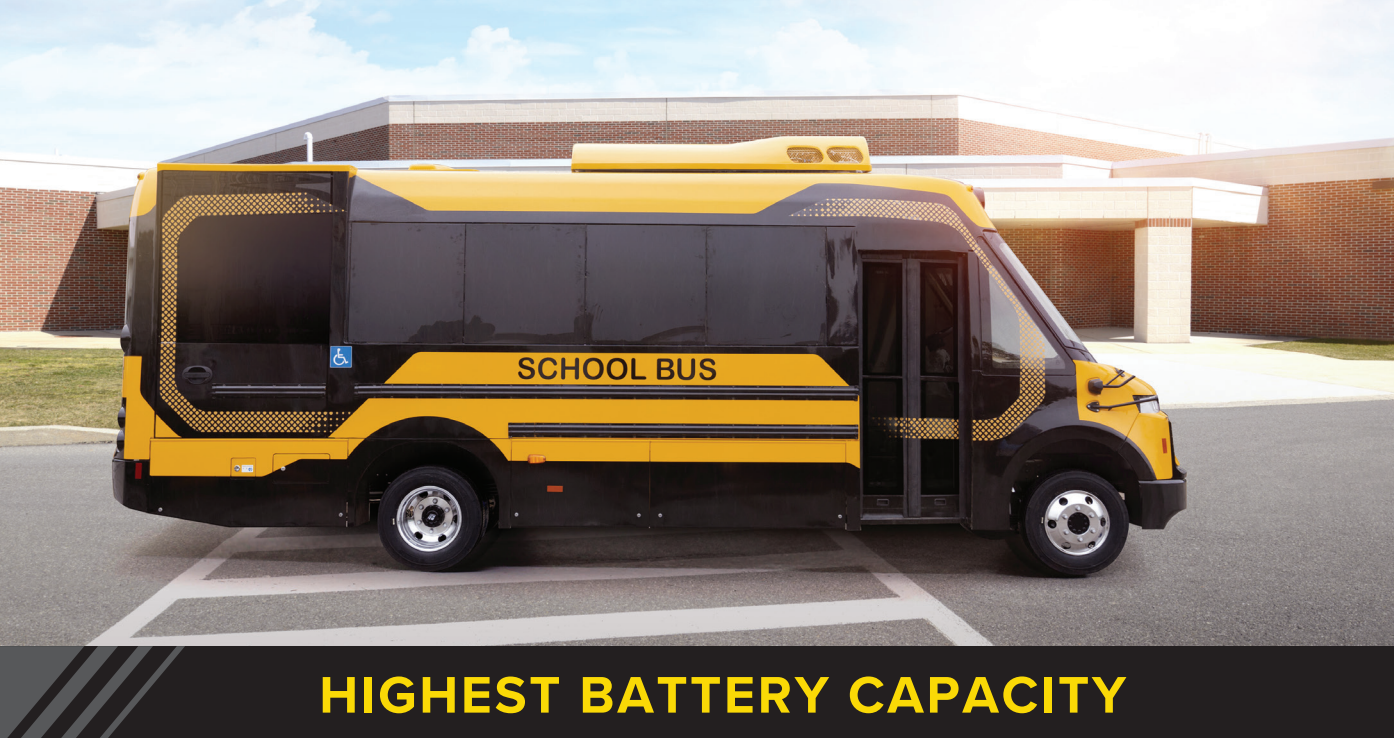
current year's estimate by approximately \$200,000. Additionally, the District must closely monitor its cash flow, as a 63% decline in cash is projected between July 1, 2024, and June 30, 2025."



BYD TYPE A

BATTERY ELECTRIC • ZERO EMISSIONS • BUILT IN AMERICA

ELECTRIC SCHOOL BUS |  ELECTRIC & ECO-FRIENDLY



BYD TYPE A

ELECTRIC SCHOOL BUS

DIMENSIONS

Length	26.7 ft / 24.6 ft (Opt.) / 22.9 ft (Opt.)
Width	96 in.
Height	128 in.
Wheelbase	185 in.
Curb Weight	17,030 lb.
GVWR	21,500 lb.
Passenger Seats	Up to 30
Wheelchair Area	Optional

PERFORMANCE

Top Speed	65 mph
Max Gradeability	10% (≥ 10 mph) / 2.5% (≥ 40 mph)
Range ¹	105 miles
Turning Radius	25.9 ft
Approach / Departure Angle	$\geq 20^\circ$ / $\geq 10^\circ$

CHASSIS

Front Axle	Fangsheng
Drive Axle	Fangsheng
Suspension	Leaf Spring
Brakes	Front & rear air disc-brakes, EBS+ ESC
Tires	215/75R17.5

POWERTRAIN

Motor Type	AC Synchronous
Max Power	160 kW
Max Torque	1000 N·m
Battery Type	BYD LFP Battery
Battery Capacity ²	Nameplate 156 kWh / Usable 141 kWh
Charging Type	DC—CCS Combo & AC—J1772
Charging Capacity	110 kW DC / 19.2 kW AC
Charging Time ³	1.5 hr DC / 7.5-8 hr AC

Notes:

All information based on the latest data available at the time of printing. Final specs subject to change at production.

- Variables affecting range include air temperature, weather, grade, speed, driver habits and use of air conditioning and heating.
- Initial battery capacity shown. May decrease with time and use.
- Battery age and outside ambient temperature affect charging times.
- An option in the future



SAFEST BATTERY TECHNOLOGY



UP TO 60% LOWER MAINTENANCE AND ENERGY COSTS



UV DISINFECTANT SANITATION OPTIONS



VEHICLE-TO-GRID TECHNOLOGY⁴



PROPRIETARY DRIVETRAIN TECHNOLOGY



ELECTRONIC STABILITY CONTROL



ANTI-BULLYING SAFEGUARD CHILDREN'S SEATS



ANTI-COLLISION TECHNOLOGY



BYD COACH & BUS
46147 BYD Blvd. Lancaster, CA 93534
en.byd.com

10. A. Consideration of Resolution #2024/25-12 Continuation of 2025-26 Line of Credit with SCOE

Supporting Documents



LOC Resolution re 2025-26SY



Resolution No. 2024/25-12

Dated: May 8, 2025

RESOLUTION OF THE GOVERNING BOARD OF HARMONY UNION SCHOOL
DISTRICT OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA,
REQUESTING FUND TRANSFER UNDER ARTICLE XVI, SECTION 6 OF THE
STATE CONSTITUTION

RESOLVED by the Governing Board of the HARMONY UNION SCHOOL DISTRICT, a
District of the County of Sonoma, State of California, that:

WHEREAS, this District does not have sufficient funds on hand to provide for the
operation of the District during the 2025-26 fiscal year, and

WHEREAS, Article XVI, Section 6 of the State Constitution authorizes a
temporary transfer of funds in the custody of the County Treasurer upon approval of the
Board of Supervisors, and

WHEREAS, the property tax revenues to said District for the 2025-26 fiscal year,
are budgeted at \$3,300,000;

NOW, THEREFORE, IT IS DETERMINED AND ORDERED as follows:

1. That the Board of Supervisors of the County of Sonoma be and it is hereby
requested to authorize a temporary transfer to this District on an as-needed basis of not to
exceed \$2,805,000 during the 2025-26 fiscal year; said sum will not exceed 85% of the
property tax revenues to said District during said fiscal year.

2. For the convenience of the County Auditor-Controller-Treasurer-Tax Collector,
a schedule of monthly anticipated cash flow is attached hereto.

3. That the Auditor-Controller-Treasurer-Tax Collector of the County of Sonoma
be requested to recommend that the transfer is acknowledged.

4. That certified copies of this resolution be forwarded by the Clerk of this Board
to the Board of Supervisors of the County of Sonoma and the Sonoma County
Auditor-Controller-Treasurer-Tax Collector.

The foregoing resolution was introduced by _____,
who moved its adoption, seconded by _____, and
adopted on roll call on Thursday, May 8, 2025, by the following vote:

Board Member

Vote

Ayes: _____ Noes: _____ Absent or not voting: _____

WHEREUPON, the Chair declared the foregoing resolution adopted, and
SO ORDERED.

Mariah Lander, Chair

HARMONY UNION SCHOOL DISTRICT
1935 BOHEMIAN HWY
OCCIDENTAL, CALIFORNIA, 95465

DATE: MAY 8, 2025

GENERAL FUND

ANTICIPATED MONTHLY ENDING BALANCES

From JULY 1, 2025 to JUNE 30, 2026

	<u>Cash Income</u>	<u>Cash Expenditures</u>	<u>Cash Balances</u>
Beginning Cash Balance:			\$ _____
July	\$ _____	\$ _____	_____
August	_____	_____	_____
September	_____	_____	_____
October	_____	_____	_____
November	_____	_____	_____
December	_____	_____	_____
January	_____	_____	_____
February	_____	_____	_____
March	_____	_____	_____
April	_____	_____	_____
May	_____	_____	_____
June	_____	_____	_____
	*\$ _____	\$ _____	
Carry Over	_____		
Capital Outlay (Current Year)		_____	
General Reserves		_____	
Approp. for Contingencies		_____	
	\$ _____	\$ _____	\$ _____ -0-

NOTE: Copies of the Cash Flow Statement are to be attached to each Resolution.

* Total cash income includes secured and unsecured taxes to be raised in current year budget plus estimated revenues (other than current property taxes).

CLERK'S CERTIFICATE

I, _____, Clerk of the Governing Board of the _____ District of the County of Sonoma, State of California, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a special/regular meeting of the Governing Board of said District, regularly held at the regular meeting place thereof, on _____ [Date], of which meeting all the members of said Governing Board had due notice.

I further certify that said resolution has not been amended, modified, or rescinded since the date of its adoption and the same is now in full force and effect.

ATTEST: This _____ day of _____ [Date].

Clerk of the Governing Board of the _____ District
County of Sonoma, State of California

COUNTY TREASURER'S AUTHORIZATION

(Per County of Sonoma Resolution 91-0271)

The attached request for borrowing is in compliance with the requirements of Article XVI, Section 6, of the State Constitution and with Resolution 91-0271 of the County of Sonoma.

Approved By:

Erick Roeser
Auditor-Controller-Treasurer-Tax Collector
County of Sonoma

Date: _____

Amount to be collected on Property Tax Bill _____

Amount requested _____

Percent of Property Tax Bill Requested _____
(Not to exceed 85% of outstanding property taxes)

treasres.doc

10. B. Consideration Resolution 2024/25-13 Regarding Final Certificated Reductions in Force

Quick Summary / Abstract

1. Eliminate the equivalent of 1.0 (1.0 F.T.E. – Layoff) Permanent Certificated Position
2. Eliminate the equivalent of 0.40 (.40 F.T.E. – Layoff) Music Teacher Position
3. Eliminate the equivalent of 0.23 (.23 F.T.E. – Layoff) School Psychologist Position

Recommendation

That the board approve Resolution 2024/25-13 Regarding Final Certificated Reductions in Force

Supporting Documents



Resolution and Decision Not to Reemploy Certificated Employees 05082025

**BEFORE THE GOVERNING BOARD OF THE
HARMONY UNION SCHOOL DISTRICT
SONOMA COUNTY, CALIFORNIA**

Resolution and Decision Not to)
Reemploy Certificated Employees) **RESOLUTION NO. 2024/25-13**

WHEREAS, the Governing Board of the Harmony Union School District (“District”) adopted a Resolution in the Matter of the Reduction or Discontinuance of Certain Particular Kinds of Services (“Resolution”) on or before March 15, 2025, authorizing and directing the Superintendent or Superintendent’s designee to initiate and pursue procedures necessary not to reemploy the equivalent of one and sixty-three hundredths (1.63) full-time certificated employees of the District pursuant to Education Code sections 44949 and 44955 because of a reduction and/or discontinuance of particular kinds of services; and

WHEREAS, the Superintendent, or Superintendent’s designee, duly and properly served a Notice of Reduction or Discontinuance of Particular Kinds of Services (“Notice”) on the certificated employees listed on Attachment “A” on or before March 15, 2025, indicating that the Governing Board did not intend to reemploy them to the extent indicated in the Resolution and Notice for the 2025-2026 school year; and

WHEREAS, the certificated employees listed on Attachment “A” were informed of their right to request a hearing and that failure to do so in writing by the date specified in the aforementioned notice would constitute a waiver of the right to a hearing; and

WHEREAS, the certificated employees listed in Attachment “B” either did not submit a timely request for hearing, or submitted a timely request and then rescinded the request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that considering the certificated staff requirements of the District for the 2025-2026 school year, as well as the seniority and qualifications of each of the certificated employees of the District, the services of the certificated employees listed on Attachment “C” will not be required for the ensuing school year to the extent indicated in the Resolution and Notice to the employees listed in Attachment “C.”

BE IT FURTHER RESOLVED that the Superintendent, or Superintendent’s designee, is authorized and directed to give Final Notice to the certificated employees listed on Attachment “C” that their services will not be required by this District for the 2025-2026 school year. Said notice shall be given by serving upon said persons a true copy of this Resolution and Decision Not to Reemploy Certificated Employees.

BE IT FURTHER RESOLVED that this decision is effective immediately.

Duly and regularly adopted this 8th day of May, 2025, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

President, Governing Board

I, Mariah Lander, Clerk of the Governing Board of the Harmony Union School District, do hereby certify that the foregoing Resolution was regularly introduced, passed and adopted by the Governing Board at its meeting held on May 8, 2025.

Clerk, Governing Board

ATTACHMENT A

**HARMONY UNION SCHOOL DISTRICT
LIST OF CERTIFICATED EMPLOYEES SENT
INITIAL LAYOFF NOTICE**

1. Permanent Certificated Position, POS 118, 1.0 (F.T.E.)
2. Music Teacher, POS 97, 0.4 (F.T.E.)
3. School Psychologist Position, POS 111, 0.23 (F.T.E.)

ATTACHMENT B

HARMONY UNION SCHOOL DISTRICT

**LIST OF CERTIFICATED EMPLOYEES WHO EITHER
DID NOT SUBMIT A TIMELY REQUEST FOR HEARING OR
REQUESTED A HEARING AND THEN RESCINDED THE REQUEST**

1. Permanent Certificated Position, POS 118, 1.0 (F.T.E.)
2. Music Teacher, POS 97, 0.4 (F.T.E.)
3. School Psychologist Position, POS 111, 0.23 (F.T.E.)

ATTACHMENT C

HARMONY UNION SCHOOL DISTRICT

**LIST OF CERTIFICATED EMPLOYEES
TO BE SENT FINAL LAYOFF NOTICE**

1. Permanent Certificated Position, POS 118, 1.0 (F.T.E.)
2. Music Teacher, POS 97, 0.4 (F.T.E.)
3. School Psychologist Position, POS 111, 0.23 (F.T.E.)

10. C. Consideration of Resolution 2024/25-14 Regarding Final Classified Reductions in Force


Quick Summary / Abstract

1. Eliminate the equivalent of 1.7 F.T.E. (2 - .85 positions)(1.7 F.T.E. – Layoffs) Paraeducator Special Education Temporary Assistant Positions
2. Eliminate the equivalent of 2.55 F.T.E. (3 - .85 positions)(2.55 F.T.E. – Layoffs) Paraeducator Instructional Assistant Positions
3. Eliminate the equivalent of 1.0 F.T.E. (1.0 F.T.E. – Layoff) Custodial Position
4. Eliminate the equivalent of .6 F.T.E (.6 F.T.E. – Layoff) Aftercare Coordinator Position
5. Eliminate the equivalent of 1.16 F.T.E (1.16 F.T.E. – Layoffs) Paraeducator Instructional Assistant Positions who are associated with Aftercare

Recommendation

That the board approve Resolution 2024/25-14 Regarding Final Classified Reductions in Force

Supporting Documents

 Resolution and Decision Not to Reemploy Classified Employees

**BEFORE THE GOVERNING BOARD OF THE
HARMONY UNION SCHOOL DISTRICT
SONOMA COUNTY, CALIFORNIA**

Resolution and Decision Not to)	
Reemploy Classified Employees)	RESOLUTION NO. 2024/25-14
_____)	

WHEREAS, the Governing Board of the Harmony Union School District (“District”) adopted a Resolution in the Matter of the Reduction or Elimination of Certain Positions in the Permanent Classified Service (“Resolution”) on or before March 15, 2025, authorizing and directing the Superintendent or Superintendent’s designee to initiate and pursue procedures necessary not to reemploy the following classified positions:

- 1. Paraeducator Special Education Temporary Assistant Positions – Two (2) .85 positions for a total of 1.70 FTE**
- 2. Paraeducator Instructional Assistant Positions – Three (3) .85 positions for a total of 2.55 FTE**
- 3. Custodial Position of 1.0 FTE**
- 4. Aftercare Coordinator Position of .6 FTE**
- 5. Paraeducator Instructional Assistants and Paraeducator Bilingual Services Instructional Assistant who are associated with Aftercare – Five (5) positions for a total of 1.16 FTE**

WHEREAS the reduction or elimination of the above-listed classified positions was pursuant to Education Code sections 45117, 45298, and 45308 because of a lack of work or lack of funds; and

WHEREAS, the Superintendent, or Superintendent’s designee, duly and properly served a Notice of Layoff Due to Lack of Work and/or Lack of Funds in Compliance with the Seniority Requirements of the Education Code (“Notice”) on the classified employees listed on Attachment “A” on or before March 15, 2025, indicating that the Governing Board did not

intend to reemploy them to the extent indicated in the Resolution and Notice for the 2025-2026 school year; and

WHEREAS, the classified employees listed on Attachment “A” were informed of their right to request a hearing and that failure to do so in writing by the date specified in the Notice would constitute a waiver of the right to a hearing; and

WHEREAS, the classified employees listed in Attachment “B” either did not submit a timely request for hearing, or submitted a timely request and then rescinded the request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that considering the classified staff requirements of the District for the 2025-2026 school year, as well as the seniority and qualifications of each of the classified employees of the District, the services of the classified employees listed on Attachment “C” will not be required for the ensuing school year to the extent indicated in the Resolution and Notice to the employees listed in Attachment “C.”

BE IT FURTHER RESOLVED that the Superintendent, or Superintendent’s designee, is authorized and directed to give Final Notice to the classified employees listed on Attachment “C” that their services will not be required by this District for the 2025-2026 school year. Said notice shall be given by serving upon said persons a true copy of this Resolution and Decision Not to Reemploy Classified Employees.

BE IT FURTHER RESOLVED that this decision is effective immediately.

Duly and regularly adopted this 8th day of May, 2025, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

President, Board of Trustees

I, Mariah Lander, Clerk of the Governing Board of the Harmony Union School District,
do hereby certify that the foregoing Resolution was regularly introduced, passed and adopted by
the Governing Board at its meeting held on May 8, 2025.

Clerk, Governing Board

ATTACHMENT A

HARMONY UNION SCHOOL DISTRICT

**LIST OF CLASSIFIED EMPLOYEES SENT
INITIAL LAYOFF NOTICE**

- 1. Paraeducator Special Education Temporary Assistants: POS 122 & POS 25**
- 2. Paraeducator Instructional Assistants: POS 30, POS 126 & POS 125**
- 3. Custodial Position, POS 38**
- 4. Aftercare Coordinator Position, POS 113**
- 5. Paraeducator Instructional Assistants and Paraeducator Bilingual Services
Instructional Assistant who are associated with Aftercare, POS 33, POS 114, POS
124, POS 132, & POS 133**

ATTACHMENT B

HARMONY UNION SCHOOL DISTRICT

LIST OF CLASSIFIED EMPLOYEES WHO EITHER DID NOT SUBMIT A TIMELY REQUEST FOR HEARING OR REQUESTED A HEARING AND THEN RESCINDED THE REQUEST

- 1. Paraeducator Special Education Temporary Assistants: POS 122 & POS 25**
- 2. Paraeducator Instructional Assistants: POS 30, POS 126 & POS 125**
- 3. Custodial Position, POS 38**
- 4. Aftercare Coordinator Position, POS 113**
- 5. Paraeducator Instructional Assistants and Paraeducator Bilingual Services
Instructional Assistant who are associated with Aftercare, POS 33, POS 114, POS
124, POS 132, & POS 133**

ATTACHMENT C

HARMONY UNION SCHOOL DISTRICT

LIST OF CLASSIFIED EMPLOYEES TO BE SENT FINAL LAYOFF NOTICE

- 1. Paraeducator Special Education Temporary Assistants: POS 122 & POS 25**
- 2. Paraeducator Instructional Assistants: POS 30, POS 126 & POS 125**
- 3. Custodial Position, POS 38**
- 4. Aftercare Coordinator Position, POS 113**
- 5. Paraeducator Instructional Assistants and Paraeducator Bilingual Services
Instructional Assistant who are associated with Aftercare, POS 33, POS 114, POS
124, POS 132, & POS 133**

10. D. Consideration of contract with either School Services of California or FCMAT regarding exploration of Salmon Creek Charter renewal- Not to exceed \$15,000

Recommendation

That the board approve contract with either School Services of California or FCMAT regarding exploration of Salmon Creek Charter renewal- Not to exceed \$15,000

10. E. Consideration of California Reading Difficulties Risk Screener Adoption ED 53008

Recommendation

That the board adopt California Reading Difficulties Risk Screener Adoption ED 53008

Supporting Documents



Ed Code 53008 Reading Screener



CA_mCLASS_Packages-Pricing_Inside-1



EDSource Article on Reading Screener

State of California

EDUCATION CODE

Section 53008

53008. (a) (1) The Legislature finds and declares that screening pupils for risk of reading difficulties, including dyslexia, is one of many tools that educators can employ to gain information about how to support their pupils' learning. Screening should be considered part of a school's comprehensive instructional strategy, and should be used by educators like other types of formative and summative assessments: to inform individualized instruction, measure a pupil's progress, identify pupil learning needs, and enable parents and educators to discuss pupil needs in a more informed way.

(2) The Legislature further finds and declares that early identification and intervention with evidence-based early literacy instructional strategies and materials improves literacy outcomes for pupils at risk of, and with, reading difficulties, including dyslexia. Dyslexia is the most common learning disability; however, many pupils on the dyslexia spectrum struggle every day to read without proper identification and support. By screening all pupils for risk of reading difficulties early, California can help families and teachers achieve the best learning and life outcomes for all pupils and close academic achievement gaps.

(3) It is the intent of the Legislature that local educational agencies be provided funding to offset costs related to administering pupil screenings pursuant to this section if the Commission on State Mandates determines that this section contains costs mandated by the state, pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

(b) On or before January 31, 2024, the state board shall appoint an independent panel of experts for the purpose of creating an approved list of evidence-based, culturally, linguistically, and developmentally appropriate screening instruments for pupils in kindergarten and grades 1 and 2 to assess pupils for risk of reading difficulties, including possible neurological disorders such as dyslexia, pursuant to this section. The state board shall not appoint any person to the panel of experts with a financial interest in the screening instruments under consideration. The state board shall establish a review process, including how screening instruments will be evaluated against the criteria specified in subdivision (g), for the panel to use to evaluate and approve screening instruments. This subdivision does not prohibit the state board from periodically reconstituting this expert panel or updating the review process, nor does it prohibit the expert panel from periodically amending the list of screening instruments described in subdivision (c) at the request of the state board.

(c) (1) The work of the panel of experts appointed by the state board pursuant to subdivision (b) is subject to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of

the Government Code) and all meetings of the panel are subject to the Bagley-Keene Open Meeting Act.

(2) On or before December 31, 2024, the panel of experts appointed by the state board shall, at a regularly scheduled public meeting, vote to approve a list of screening instruments pursuant to the review process and evaluation criteria established by the state board pursuant to subdivision (b). The list shall include screening instruments that are developed both for English-speaking pupils and for non-English speaking pupils, in languages reflecting the primary languages of pupils in the state, to the extent assessments in those languages are available. The panel of experts shall also identify information about the appropriate administration of each screening instrument, including the appropriate grade or grades for administration of each screening instrument.

(d) On or before June 30, 2025, the governing board or body of a local educational agency serving pupils in kindergarten or grades 1 or 2 shall adopt, at a public meeting, one or more screening instruments from the list adopted pursuant to subdivision (c) to assess pupils for risk of reading difficulties pursuant to this section. The screening instrument or instruments adopted shall provide assessments for both English-speaking pupils and non-English speaking pupils, in languages reflecting the primary languages of pupils in the local educational agency, to the extent assessments in those languages are available.

(e) Commencing no later than the 2025–26 school year, and annually thereafter, a local educational agency serving pupils in kindergarten or grades 1 or 2 shall assess each pupil in kindergarten and grades 1 and 2 for risk of reading difficulties using the screening instrument or instruments adopted by the governing board or body of the local educational agency pursuant to subdivision (d), unless the pupil’s parent or guardian opts out of the screening in writing. In determining when during the school year to administer each screening instrument, a local educational agency shall consider whether pupils have received sufficient instruction in foundational reading skills to support a valid assessment. Nothing in this section restricts local educational agencies from providing additional pupil screenings or diagnostic evaluations, as appropriate. Employees administering screening instruments shall be appropriately trained to administer the instrument.

(f) If a pupil enrolls for the first time in kindergarten or grades 1 or 2 after the screening instrument or instruments have been administered to all pupils in the given grade in that school year pursuant to subdivision (e), the local educational agency shall assess the pupil using the screening instrument or instruments adopted by the governing board or body of the local educational agency pursuant to subdivision (d) within 45 calendar days of enrollment, unless the pupil’s parent or guardian opts out of the screening in writing, or unless the parent or guardian provides documentation or the local educational agency has documentation that the pupil has had a similar screening in their prior school for their current grade and the parent or guardian was made aware of the results.

(g) (1) To support the adoption of high-quality screening instruments that minimize the overidentification or underidentification of pupils’ risk of reading difficulties, and

offer meaningful information for followup, the state board shall consider the extent to which a screening instrument addresses the following factors when adopting evaluation criteria pursuant to subdivision (b):

(A) Use of direct measurement, supplemented by other pupil data, to determine if a pupil is at risk of a reading difficulty, including dyslexia.

(B) Measurement of domains that may predict dyslexia and other reading disorders, including, but not limited to, measures of oral language, phonological and phonemic awareness, decoding skills, letter-sound knowledge, knowledge of letter names, rapid automatized naming, visual attention, reading fluency, vocabulary, and language comprehension.

(C) Evidence that the tool is normed and validated using a contemporary multicultural and multilanguage sample of pupils, with outcome data for pupils whose home language is a language other than English as well as those who are native English speakers.

(D) Integration of relevant pupil demographic information, such as home language, English language fluency, and access to prekindergarten education, to more fully understand a pupil's performance.

(E) Guidance and resources for educators regarding how to administer screening instruments, interpret results, explain results to families, including in pupils' primary languages, and determine further educational strategies, assessments, diagnostics, and interventions that should be considered and that are specific to each type of pupil result. Guidance and resources provided pursuant to this subparagraph shall be informed by the English Language Arts/English Language Development Framework for California Public Schools developed pursuant to Section 60207 and the California Dyslexia Guidelines developed pursuant to Section 56335, as well as knowledge of effective interventions for the specific needs of individual pupils, and shall reflect a tiered interventions model aligned with the Multi-Tiered Systems of Support.

(2) Assessments administered pursuant to this section shall not be considered an evaluation or diagnostic tool to establish eligibility for special education and related services pursuant to the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.), or an evaluation to determine eligibility for a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794). However, assessments administered pursuant to this section shall not be used to delay the child find process required under the federal Individuals with Disabilities Education Act. Additionally, assessments administered pursuant to this section may be used by a local educational agency to recommend that a pupil receive further assessment and evaluation to establish eligibility for special education and related services pursuant to the federal Individuals with Disabilities Education Act, or to determine eligibility for a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973.

(h) Pupils who do not speak sufficient English to be screened with an English-language instrument shall be screened pursuant to this section in their primary language if a screening instrument in their primary language approved pursuant to subdivision (c) is available. If a screening instrument is not available in at least one language in which a pupil is proficient, before the pupil can be screened, the pupil's

risk for reading difficulties shall be evaluated through an analysis of the pupil's developmental history, educational history, and literacy progress, taking into account the pupil's home background and evolving English language abilities, including speaking, listening, reading, spelling, and writing, consistent with the California Dyslexia Guidelines. Components of screening instruments that do not require English language proficiency may be used in this evaluation. When a pupil acquires sufficient English language knowledge and fluency to be able to be assessed using a screening instrument pursuant to this section, or if a screening instrument in their primary language becomes available, the local educational agency shall assess that pupil using the appropriate screening instrument.

(i) A pupil may be exempted from the requirements of this section with the prior written consent of the parent or guardian if any of the following criteria are satisfied:

(1) The pupil has a current identification or diagnosis of a reading difficulty, reading disorder, or other disability.

(2) The pupil is eligible for special education and related services pursuant to the federal Individuals with Disabilities Education Act or a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973.

(3) The pupil is in the process of being assessed for eligibility for special education and related services pursuant to the federal Individuals with Disabilities Education Act or a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973, and the pupil is being evaluated with diagnostic assessments that make screening pursuant to this section redundant.

(j) A local educational agency shall provide parents or guardians of pupils eligible for screening pursuant to this section with information about the screening, including the date or dates of the screening and instructions for how parents or guardians can opt out of the screening on behalf of their child, no later than 15 calendar days before the administration of the screening instrument or instruments. A local educational agency is encouraged to provide information about screening pursuant to this section with other back-to-school materials at the beginning of the school year.

(k) Pupil results from assessments administered pursuant to this section shall be made available to the pupil's parent or guardian in a timely manner, but no more than 45 calendar days from the date the assessment was administered. These results shall include information about how to interpret the results, as well as the next steps pursuant to subdivision (l), if applicable.

(l) Screening results shall be used as a flag for potential risk of reading difficulties, not as a diagnosis of a disability. Results from a screening instrument shall be used as part of a broader process that further evaluates pupil needs and progress, identifies supports for classroom instruction, enables targeted individual intervention as needed, and allows for further diagnosis if concerns do not resolve. Accordingly, if a pupil is identified as being at risk of having reading difficulties after being screened pursuant to this section, the local educational agency shall provide the pupil with supports and services, appropriate to the specific challenges identified by the screening instrument and other pertinent information about the pupil, which may include, among other supports and services, any of the following:

- (1) Evidence-based literacy instruction focused on the pupil's specific needs.
- (2) Progress monitoring.
- (3) Early intervention in the regular general education program.
- (4) One-on-one or small group tutoring.
- (5) Further evaluation or diagnostic assessment.

(m) Results of an assessment administered pursuant to this section shall not be used for any high-stakes purpose, including, but not limited to, teacher or other school staff evaluation, accountability, pupil grade promotion or retention, identification for gifted or talented education, reclassification of English learners, or identification as an individual with exceptional needs.

(n) Notifications to parents or guardians provided pursuant to this section shall comply with the translation requirements set forth in Section 48985.

(o) For purposes of this section, the following definitions apply:

(1) "English learner" has the same meaning as defined in subdivision (a) of Section 306.

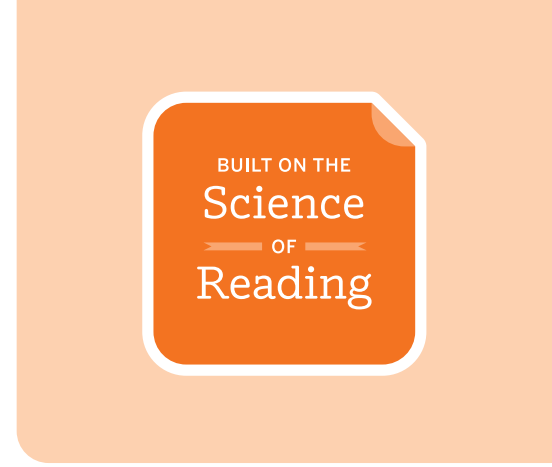
(2) "Kindergarten" shall not include transitional kindergarten, as defined in subdivision (d) of Section 48000.

(3) "Local educational agency" means a school district, county office of education, or charter school.

(4) "Reading difficulties" means a barrier that impacts a pupil's ability to learn to read or improve reading abilities, including dyslexia.

(5) "Screening instrument" means a brief tool administered by an appropriately trained school employee, including, but not limited to, a certificated teacher of record, measuring discrete areas to determine pupils at risk of reading difficulties, including dyslexia.

(Amended by Stats. 2024, Ch. 38, Sec. 79. (SB 153) Effective June 29, 2024.)



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State-approved pricing for Grades K–6

mCLASS DIBELS 8th Edition annual license

- \$9 per student (1 year)
- \$7 per student (2+ years)

mCLASS Lectora annual license

- \$5 per student add-on

Optional print kits

- \$47 per kit (grade-specific)

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Customers who purchase a PD Package are eligible to receive their first year of K–2 student licenses free of charge.

See the back of this flyer to learn more about our available PD Packages.*

**PD Packages are designed to support 30 attendees.*

PD Packages for mCLASS

PD Packages

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Package #1

The Launch in this package is delivered as a single session.

- Launch, one 6-hour on-site
- Strengthen, one 3-hour on-site
- Coach, one 6-hour on-site

Package price: \$8,900

Package #2

The Launch in this package is delivered in two parts. Part 1 is on-site and Part 2 is remote. Sessions are scheduled separately.

- Launch, one 3-hour on-site plus one 3-hour remote
- Strengthen, one 3-hour on-site
- Coach, one 6-hour on-site

Package price: \$8,950

Package #3

The Launch in this package is delivered in two parts. Both parts are on-site and scheduled separately.

- Launch, two 3-hour on-site
- Strengthen, one 3-hour on-site
- Coach, one 6-hour on-site

Package price: \$10,700

Package #4

For districts with K–2 enrollment under 375

The Launch in this package is delivered in either one remote session or two remote sessions.

- Launch, one 6-hour or two 3-hour remote
- Strengthen, one 3-hour remote
- Coach, one 6-hour remote

Package price: \$3,000

LITERACY

State takes another step toward mandatory testing for reading difficulties in 2025

Panel of experts chooses reading difficulty screeners that districts can use for kindergarten through second grade

JOHN FENSTERWALD AND ZAIDEE STAVELY

PUBLISHED DECEMBER 18, 2024

4 COMMENTS



Students at Theodore Roosevelt Elementary School in the Burbank Unified School District practice their reading skills.

Credit: Jordan Strauss/AP Images

A panel of reading experts has designated the tests that school districts can use to identify reading difficulties that kindergartners through second graders may have, starting next fall.

Gov. Gavin Newsom's announcement Tuesday of the selection of the reading risk screeners marks a milestone in the nearly decadelong campaign to mandate that all young students be measured for potential reading challenges, including dyslexia. California will become one of the last states to require universal literacy screening when it takes effect in 2025-26.

TO LEARN MORE

For Frequently Asked Questions about the screening instruments for risk of reading difficulties, [go here](#).

For more about the screeners selected for district use, [go here](#).

For the letter on screening sent to district, county office and charter school superintendents, [go here](#).

For more on the Reading Difficulties Risk Screener Selection Panel, [go here](#).

Between now and then, districts will select which of four approved reading screeners they will use, and all staff members designated as the testers will undergo state-led training. The Legislature funded \$25 million for that effort.

“I know from my own challenges with dyslexia that when we help children read, we help them succeed,” Gov. Gavin Newsom said in a statement.

Students will be tested annually in kindergarten through second grade. In authorizing the screeners, the Legislature and Newsom emphasized that screening will not serve as a diagnosis for reading disabilities, including dyslexia, which is estimated to affect 5% to 15% of readers. Instead, the results could lead to further evaluation and will be used for classroom supports and interventions for individual students. Parents will also receive the findings of the screenings.

“This is a significant step toward early identification and intervention for students showing early signs of difficulty learning to read. We believe that with strong implementation, educators will be better equipped to support all learners, fostering a more inclusive environment where every child has the opportunity to thrive,” said Megan Potente, co-director of Decoding Dyslexia CA, which led the effort for universal screening.

A reading-difficulty screener could consist of a series of questions and simple word-reading exercises to measure students' strengths and needs in phonemic awareness skills, decoding abilities, vocabulary and reading comprehension. A student may be asked, for example, "What does the 'sh' sound like in 'ship'?"

Among the four designated screeners chosen is Multitudes, a \$28 million, state-funded effort that Newsom championed and the University of California San Francisco Dyslexia Center developed. The 10 to 13-minute initial assessment will serve K–2 grades and be offered in English and Spanish.

The other three are:

- Amira, published by Amira Learning, serving students in grades K–2, offered in English and Spanish.
- mCLASS with DIBELS Edition 8 and mCLASS Lectura, published by Amplify Education, serving students in grades K–2, offered in English and Spanish.
- Rapid Online Assessment of Reading (ROAR), published by the Stanford University Brain Development and Education Lab, serving students in grades one and two, offered in English only.

Young-Suk Kim, an associate dean at UC Irvine's School of Education, and Yesenia Guerrero, a special education teacher at Lennox School District, led the nine-member Reading Difficulties Risk Screener Selection Panel that held hearings and approved the screeners. The State Board of Education appointed the members.

The move to establish universal screening dragged out for a decade. The California Teachers Association and advocates for English learners were initially opposed, expressing fear that students who don't speak English would be over-identified as having a disability and qualifying for special education.

In 2015, then-Gov. Jerry Brown signed legislation requiring schools to assess students for dyslexia, but students weren't required to take the evaluation.

In 2021, advocates for universal screening were optimistic legislation would pass, but the chair of the Assembly Education Committee, Patrick O'Donnell, refused to give it a hearing.

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“Learning to read is a little like learning to ride a bike. With practice, typical readers gradually learn to read words automatically,” CTA wrote in a letter to O'Donnell.

Sen. Anthony Portantino, D-Glendale, reintroduced his bill the following year, but instead Newsom included funding and requirements for universal screening in his 2023-24 state budget.

The Newsom administration and advocates for universal screening reached out to advocates for English learners to incorporate their concerns in the requirements for approving screeners and to include English learner authorities on the selection panel.

Martha Hernandez, executive director of Californians Together, an organization that advocates for English learners statewide, said Wednesday it was clear that the panel considered the needs of English learners and she is pleased that the majority of the screeners are available in Spanish and English.

“Their commitment to addressing the unique needs of English learners was evident throughout the process,” Hernandez said.

However, she said it is important for the state to provide clear guidance to districts about what level of English proficiency is required in order for students to get accurate results from a screener in English.

“The vast majority of English learners will be screened only in English, and without evidence that these screeners are valid and reliable across different English proficiency levels, there is a risk of misidentification,” Hernandez said.

Hernandez said Californians Together emphasized to the panel that it is important for students who are not yet fluent in English to be assessed for reading in both their native language and English, “to capture the full scope of their skills.” In addition, Hernandez said it is crucial for the state Department of Education to offer guidance to districts on selecting or developing a screener in languages other than English or Spanish.

RELATED READING



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APRIL 22, 2024



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DECEMBER 21, 2023

The article was corrected on Dec. 18 to note that the initial Multitudes assessment takes 10 to 13 minutes, not 20 minutes, depending on the grade; a followup assessment can take an additional 10 minutes.

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Fax 510-433-0422

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10. F. Consideration of Peace Pole Proposal

Quick Summary / Abstract

Proposal to accept Peace Pole installation for Salmon Creek School campus.

Recommendation

Staff recommends approval

Supporting Documents



Peace Pole Packet Full



We choose

to teach peace through declaring a place for peaceful reflection and education on every school campus. A Peace Pole bears the Universal Wish, **May Peace Prevail On Earth®** in languages that students help to choose.

worldpeace.org®

is a non-political, non-sectarian NGO; transcending boundaries, inspiring a respect for diversity, compassion and hope for humanity.



This Peace Pole Speaks

I stand tall
I never sleep
I am the hope
all people keep
in every land
in every tongue
I am the peace
your heart
has sung.

© Renée Marie

Fred Ptucha 707 539 6849

President Veterans for Peace # 71

Santa Rosa East/West Rotary

771 Hillmont Ct Santa Rosa CA 95409

ftpucha@sonic.net

Terry McNeill 707 526 2447

Treasurer Veterans for Peace # 71

3621 Oregon Dr Santa Rosa CA 95405

tjmccneill@gmail.com

Let's choose



Peace Poles for Schools



Photo by Richard Lau
(Laus Photography)

Purchase or support campus Peace Poles here:
<https://squareup.com/store/peace-poles-for-schools>



The USA has over 50 million students in over 130,000 Schools * nearly 4 million teachers & support staff
Can you or your organization sponsor a Peace Pole on a school campus this year?

PEACE POLES

- Symbolize the oneness of humanity and our common wish for a world at peace
- Remind us to think, speak and act in the spirit of peace and harmony
- Stand as a silent visual for peace to prevail on Earth ® worldpeace.org

© Renée Marie, Volunteer World Peace Representative, *May Peace Prevail On Earth* - International

The Universal Wish
May Peace Prevail On Earth

Peace Poles for Schools

Creating a Tangible Peace on Every Campus

(a step-by-step approach)

1. Consider creating a separate line item on your financial ledger for your campus 'Peace Pole' project so that donations or grants can be segregated.
2. Consider internal and external funding. Veterans for Peace will send a check for \$140.00. Santa Rosa East-West Rotary will send a check for \$280.00. This will cover the cost of your Peace Pole, shipping, and materials for placing the Peace Pole (1 bag of Quikrete concrete mix and one 4x4 post to provide extra support for the hollow Peace Pole). Consider "*Pennies for Peace*" to enable every student to participate.
3. Decide where the Pole will be installed on campus. If you want the flexibility of moving the Pole later, the Pole can be put in a 5-gallon bucket with cement and the bucket is then put in the ground.
4. Decide about the 8 language/phrase Peace Pole and which languages/phrases you want. Eight-language Poles are 8 feet tall.
5. Order your Peace Pole here <http://shoppeace.org> and allow 6-6 weeks for delivery to your school. Costs are: 8 language Pole: \$270 + \$55 shipping + \$20 Rotary logo + \$10 VFP logo = \$355; Extras: Unity Rainbow Flag and Brass Braille Plate - \$20@
6. Consider a dedication date.

We look forward to working with your school community to inspire positive enrichment for all.



— Who we are

Terry McNeill
Veterans for Peace
Chapter 71, Treasurer



Reneé Marie

Peace Poles for Schools, Founder



Fred Ptucha
Santa Rosa East-West Rotary

Peace Poles for Schools
Creating a Tangible Peace on Every Campus
(dedication ideas)

Day: A school day is most common. A evening or Saturday works if it's in conjunction with a school festival or event.

Time: Morning Assembly or school day closing ceremony (consider accessibility for local VIPs to attend).

Date: If the school already has a tradition of celebrating character values on a certain day that is a good choice. September 21st is The International Day of Peace.

VIPs To Invite: Mayor/City Council, County Supervisor, District Superintendent, First Responders, corporate supporters, PTA, support volunteers, bus drivers, crossing guards.

Essay Contest: All students write an essay or a poem (theme "What Peace Means to Me"). A committee of teachers, parents and students could select 1st, 2nd, 3rd place winners and honorable mentions. Students could recite their essay at the dedication and perhaps receive an award certificate and a prize such as a book about people working for peace.

Music: Music often excites our emotions better than spoken or written language. The school's music teachers could select songs to perform at the dedication. Attendees could be invited to join in singing one of the songs and someone could provide sign language. *America the Beautiful, Let There Be Peace on Earth, Where Have All the Flowers Gone, Blowing in the Wind, We Are the World, We Are the Children.*

Annual Rededication: We hope that each school community will have an annual rededication ceremony to share the culture of PEACE with their new learners and the entire school community.

We hope you will find these ideas helpful and that you'll allow us to post some of your ceremony pictures on our Facebook page here: <https://www.facebook.com/PeacePolesForSchools>.



Veterans for Peace

Terry McNeill
Veterans for Peace
Chapter 71, Treasurer



Renee Marie

Peace Poles for Schools, Founder

<https://youtu.be/PeSooZiVvPc>



The Rotary Mission

Fred Ptucha
Santa Rosa East-West Rotary

Peace Pledge

I pledge to use my words to speak in a kind way.
I pledge to help others as I go throughout my day.

I pledge to care for our earth
with my healing heart and hands.

I pledge to respect people in each and every land.
I pledge to join together as we unite the big and small.
I pledge to do my part to create PEACE for one and all.

Peace Pledge

I pledge to use my words to speak in a kind way.
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I pledge to care for our earth
with my healing heart and hands.

I pledge to respect people in each and every land.
I pledge to join together as we unite the big and small.
I pledge to do my part to create PEACE for one and all.

PLEASE JOIN US AT GEYSERVILLE
ELEMENTARY SCHOOL FOR THE UNVEILING
OF OUR
PEACE POLE

When: April 25 @ 1:30pm

Where: GES Garden

A special thank you to Rotary Club of Healdsburg
and Veterans for Peace for their guidance and
partnership on this project



Peace Pole Schools in Sonoma County (incomplete list)

- El Verano Community School (Springs)
- Calistoga Elementary and MS/HS
- Dunbar School
- Alexander Valley School
- Geyserville School
- Healdsburg HS
- Mattie Washburn School
- Lewis Early Learning Academy
- Caesar Chavez Language Academy
- Santa Rosa Accelerated Charter School
- Slater MS
- Rincon Valley MS
- Lawrence Jones MS
- SR MS
- Comstock MS
- Technology MS
- Spring Lake MS
- Roseland Accelerated MS
- French American Charter School
- Biella School
- Manzanita School
- Sequoia School
- Proctor Terrace School
- Austin Creek School
- Binkley School
- Village School
- Whited School
- Hidden Valley School
- Brook Hill School
- Lincoln School
- Helen Lehman School
- Steele Lane School
- Monroe School
- Luther Burbank School
- Madrone Elementary School
- SR HS
- Montgomery HS
- Piner HS
- Maria Carillo HS
- Ridgeway HS
- Petaluma HS
- Cardinal Newman HS
- Casa Grande HS
- Rancho Cotati HS
- San Antonio HS
- Technology HS
- Windsor HS
- Roseland Elementary School
- Roseland University Prep
- Roseland Creek Elementary
- Wright Charter School
- J. X. Wilson School
- Robert Stevens School
- Mary Collins at Cherry Valley School
- Monte Rio School
- Guerneville School
- Miwok Valley School
- Loma Vista School
- La Tercera School
- Old Adobe School
- Sonoma Mountain Charter
- Penngrove School
- McNear Elementary
- John Reed School
- McKinley Elementary
- Valley Vista
- Evergreen School
- Marguerite Hahn School
- Richard Crane School
- Thomas Page School
- University Elementary at La Fiesta
- Jack London Elementary
- Olivet Elementary Charter
- Schaefer Charter School
- Piner-Olivet Charter
- Northwest Prep School
- SCOE HQ

10. G. Consideration of contract for Fencing for TK/Kinder Play Area with Jacobsen Fencing

Recommendation

That the board approve the contract Fencing for TK/Kinder Play Area with Jacobsen Fencing

Supporting Documents



Fencing Quote and Design Specs

FAX COVER SHEET

The bitterness of poor quality will remain long after the sweetness of low cost has been forgotten.

Jacobson Fence is a State Certified Small Business #1240840

DATE: 05/08/2025

TO: Harmony School District

E-mail: mmorgan@harmonyusd.org PH: (707) 874-1205 ext 11

ATTN: Matthew Morgan

SUBJECT: Harmony School Omega Fence

FROM: JACOBSON FENCE CO. INC. LIC#515709
PO BOX 6025, SANTA ROSA, CA. 95406
PH# (707) 544-8475 FAX# (707)-544-8477
E-mail jacobsonfenceinc@gmail.com
Public Works Reg. 1000024902

COVER SHEET/PLUS PAGES NUMBER OF ADDNS NOTED

Please Note If PW Job Owner or End User Must Provide DIR Job Number

Item #1 Front Fence

Furnish and Install 31' + or – of 47" tall Omega 20 Panels, Basalt Gray. 2" Square Line Posts by 3" Square Corner and gate posts. View Drawings

2- ADA gate to match fence with Panic bar and Mammoth 180 Hinges

Item #2 North Fence

Furnish and Install 16' + or – of 47" tall Omega 20 Panels, Basalt Gray. 2" Square Line Posts by 3" Square Corner and gate posts. View Drawings

1- ADA gate to match fence with Panic bar and Mammoth 180 Hinges

Item #3 Northeast Fence

Furnish and Install 5' + or – of 47" tall Omega 20 Panels, Basalt Gray. 2" Square Line Posts by 3" Square Corner and gate posts. View Drawings

1- ADA gate to match fence with Panic bar and Mammoth 180 Hinges

Item #4 Southeast Fence

Furnish and Install 23' + or – of 47" tall Omega 20 Panels, Basalt Gray. 2" Square Line Posts by 3" Square Corner and gate posts. View Drawings

2- ADA gate to match fence with Panic bar and Mammoth 180 Hinges

Price: _____ \$95,961.00

NOTE: Material Is 6 Weeks out

NOTE: We will need to go over final layout if Job is Approved

Suppliers have warned of Sharp Price Increases and longer wait times. Jacobson Fence Company will have no choice but to pass along unexpected increases due to shortages Tariffs and or retaliatory tariffs to the owner.

Robert Ingham-President

Quotation is good for 30 days Terms net 30Days Bond rate @ 3%

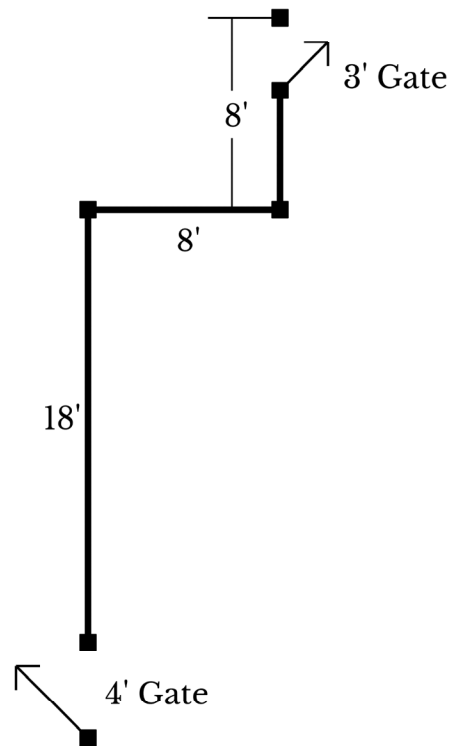
All Exclusions Apply No Exceptions, unless noted within our bid proposal

Permits, clearing, grading, staking, signage, concrete grade beams, mow strip[temporary fencing, Lab Testing, Engineering, We include submittals but no CAD Drawings Removal of Existing Fences , Core Drilling, Painting, Hazardous Dirt Removal, and/or Disposal of will be spread on site, Grounding of Fence, Traffic Control, Locks and Cylinders and Surveying. All Underground Utilities not located by USA to be located by the GC, Owner or End User, Quote includes \$ 1million auto and 2 million aggregate liability with 2-million umbrella Primary Wording, Jacobson Fence is a employee owned and operated, pays prevailing wages and benefits for a composite crew of 1ea Ironworker and 2ea laborers and will not become signatory to any union agreement. We will hire apprentice from Ironworkers # 377 if job is applicable

Harmony School Front

Verify Locations And Measurements In Field

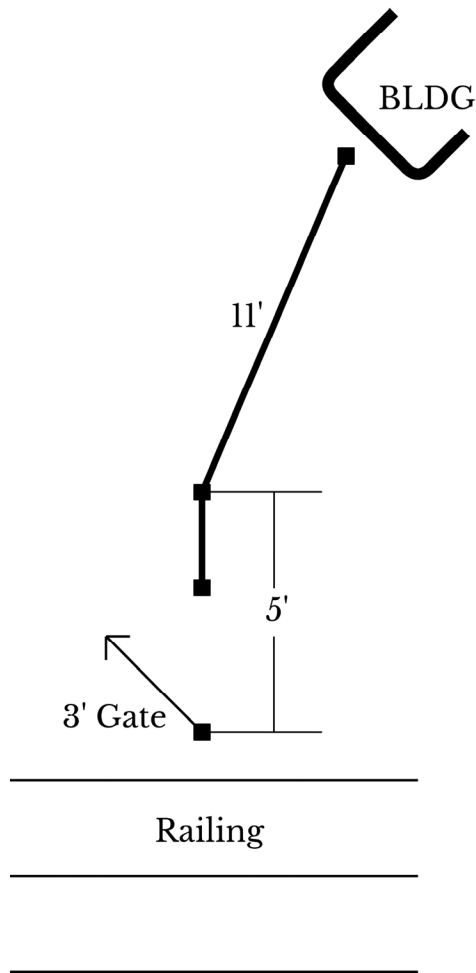
4' Tall Fence



Harmony School North Fence

Verify Locations And Measurements In Field

4' Tall Fence

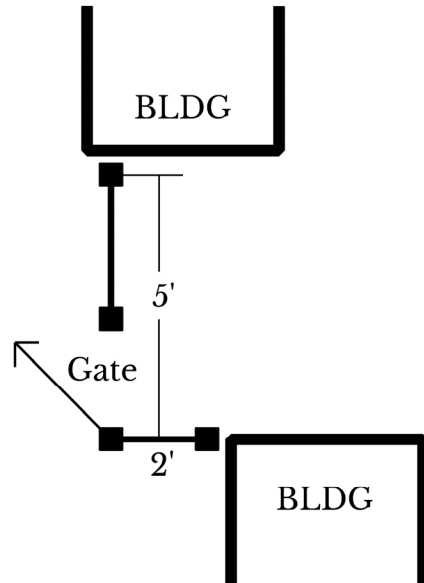


NOT TO SCALE

Harmony School Northeast Fence

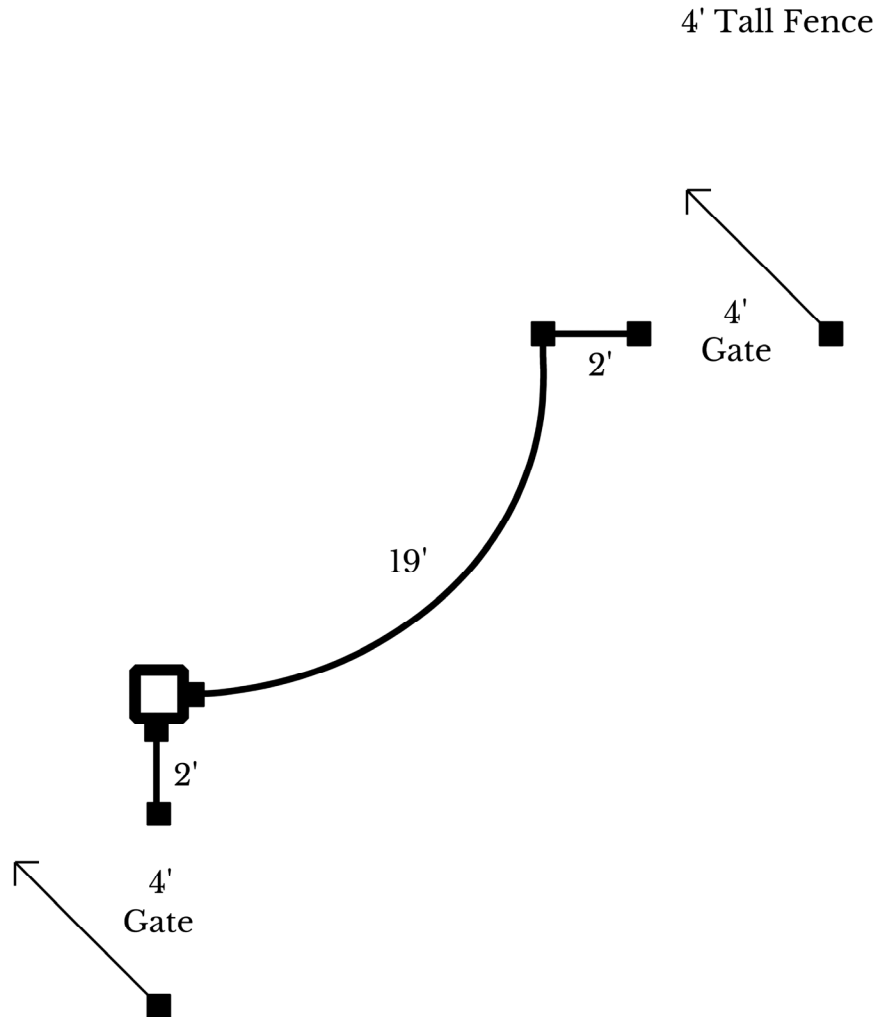
Verify Locations And Measurements In Field

4' Tall Fence



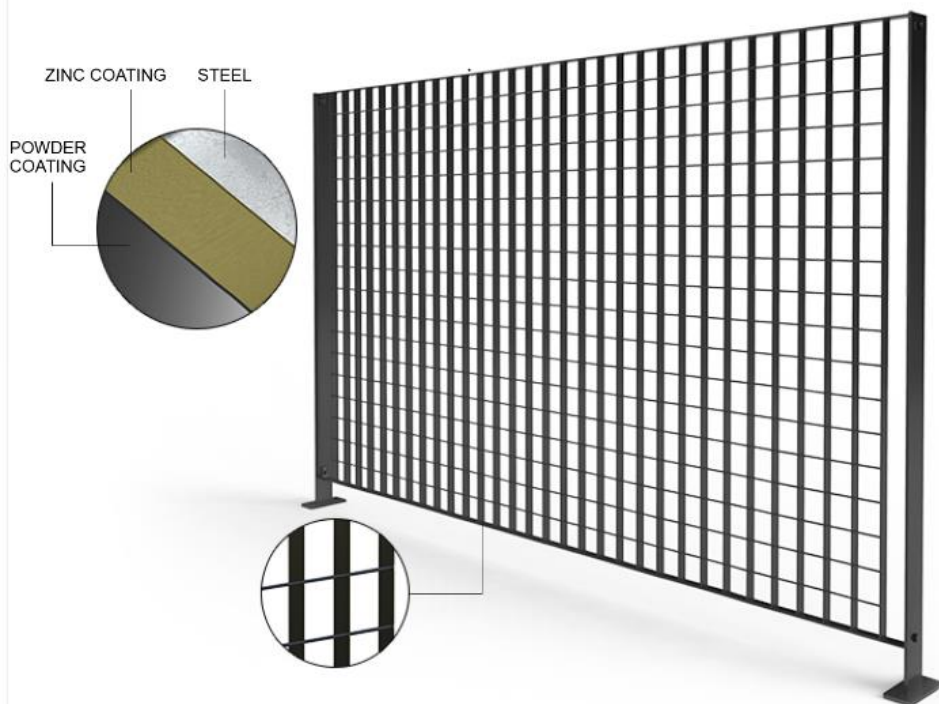
Harmony School Southeast Fence

Verify Locations And Measurements In Field



NOT TO SCALE

VERTICAL GRATING OMEGA 20



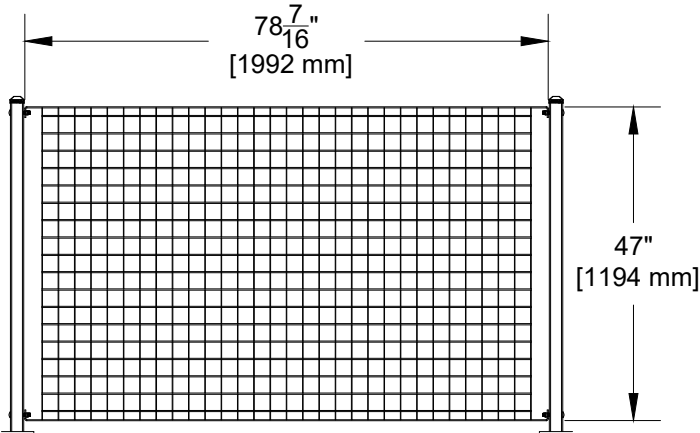
OMEGA 20

Horizontal wires	Round, 6 GA (Diameter 4.88 mm)
Vertical bars	1" x 14GA (25mm x 2 mm) Flat
Openings*	2 7/16" x 2 5/8" (62mm x 66 mm)
Standard Heights	47" - 78" - 99" (1200 – 2000 – 2500 mm)
Standard Length	78" (2000 mm)
Gap Bottom panel/Ground	2" (51 mm)
Posts	2" x 2" or 3" x 3" or Flat Posts
Caps	Flat post = No Cap Square post = Aluminum Square
Opacity/Openness	11% / 89%
Finish	Pre-galvanized & powder coated
* Mesh openings may have some sharp tags around welds. Please request a sample	

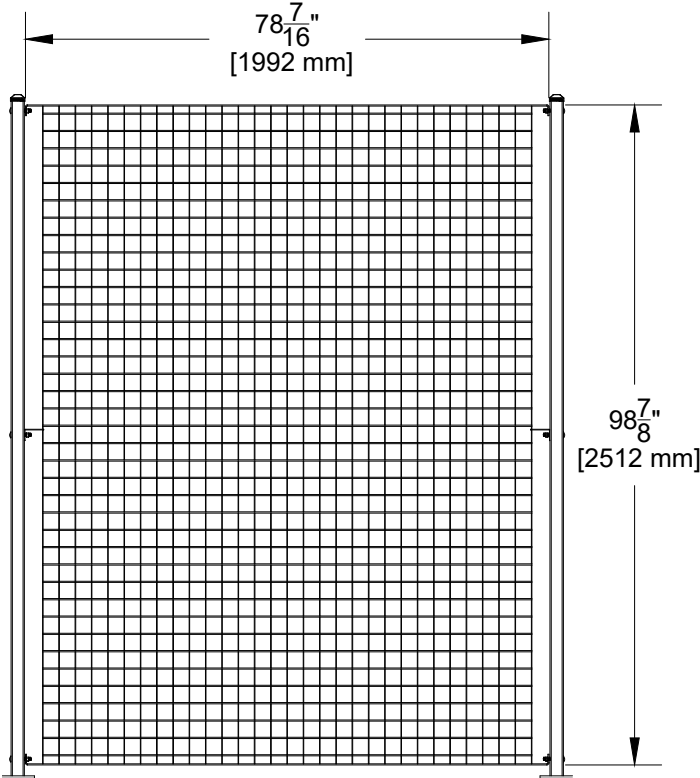


OMEGA 20 PANEL ON SQUARE POST

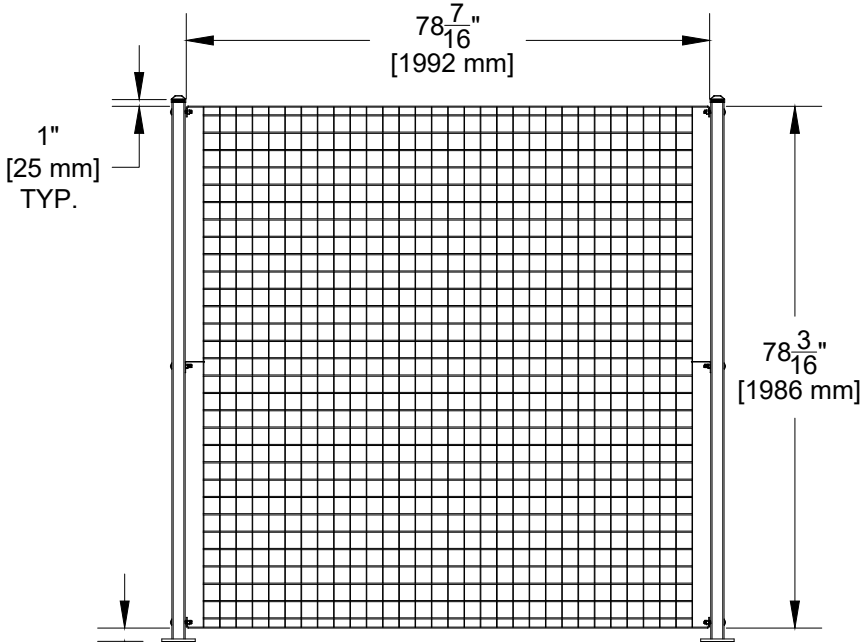
PANEL 4' (48 lb/ 21.8 kg)



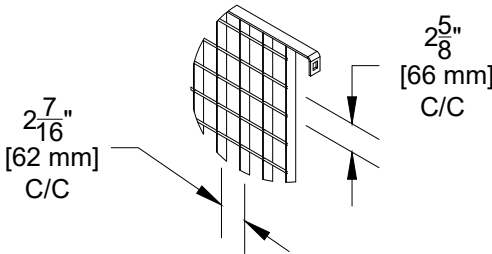
PANEL 8' (94 lb/ 42.6 kg)



PANEL 6' (76 lb/ 34.5 kg)



HORIZONTAL WIRES : 6 GA (Ø4.88 mm)
FLAT VERTICAL BARS : 0.08" (2.0 mm) THICKNESS x 1.00" (25.0 mm)
FLAT HORIZONTAL BARS : 0.16" (4.0 mm) THICKNESS x 1.00" (25.0 mm)



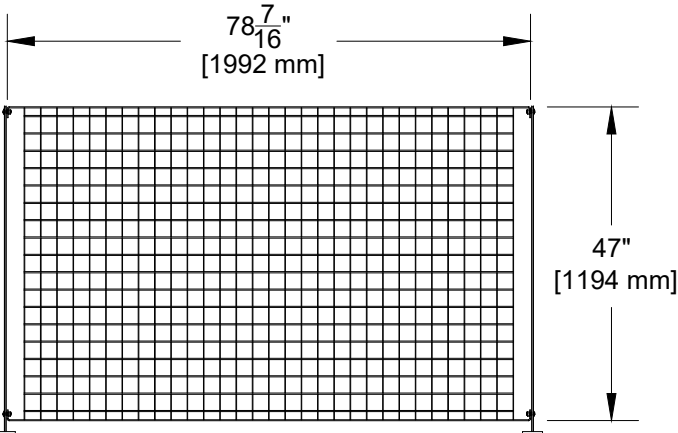
PRODUCT	PRODUCT NUMBER
4' PANEL	C-GB2047BK
6' PANEL	C-GB2078BK
8' PANEL	C-GB2099BK

For further panel information,
Please see specifications,

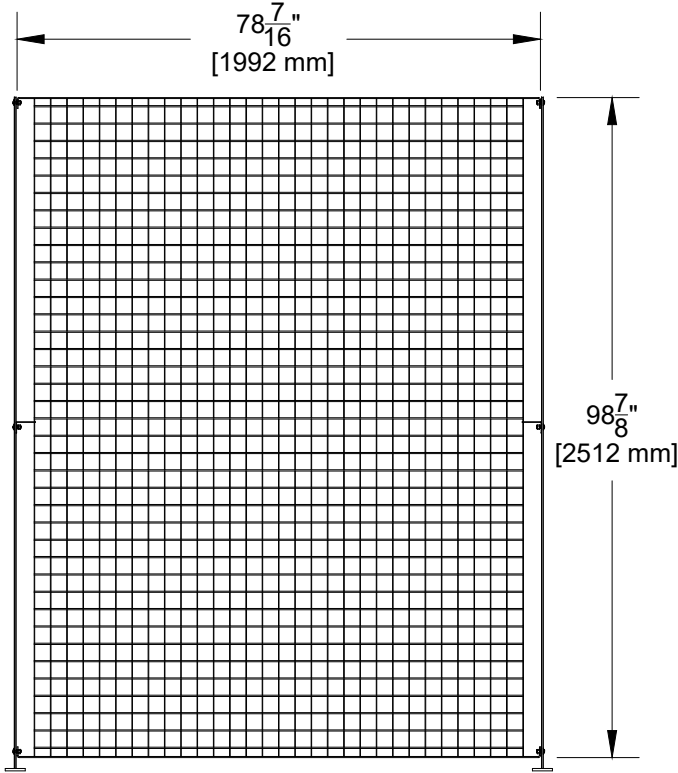
PANEL HEIGHT	NUMBER OF BOLTS KITS PER POST	NUMBER OF ATTACHMENT PER PANELS (C-GSA)
4' (1.2 m)	2	0
6' (2.0 m)	3	2
8' (2.5 m)	3	2

OMEGA 20 PANEL ON FLAT POST

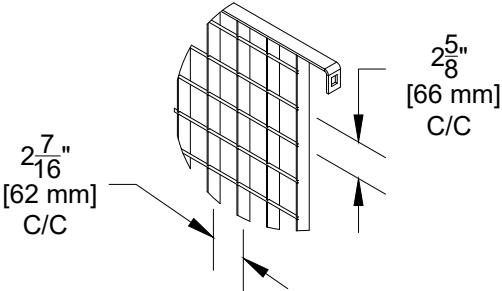
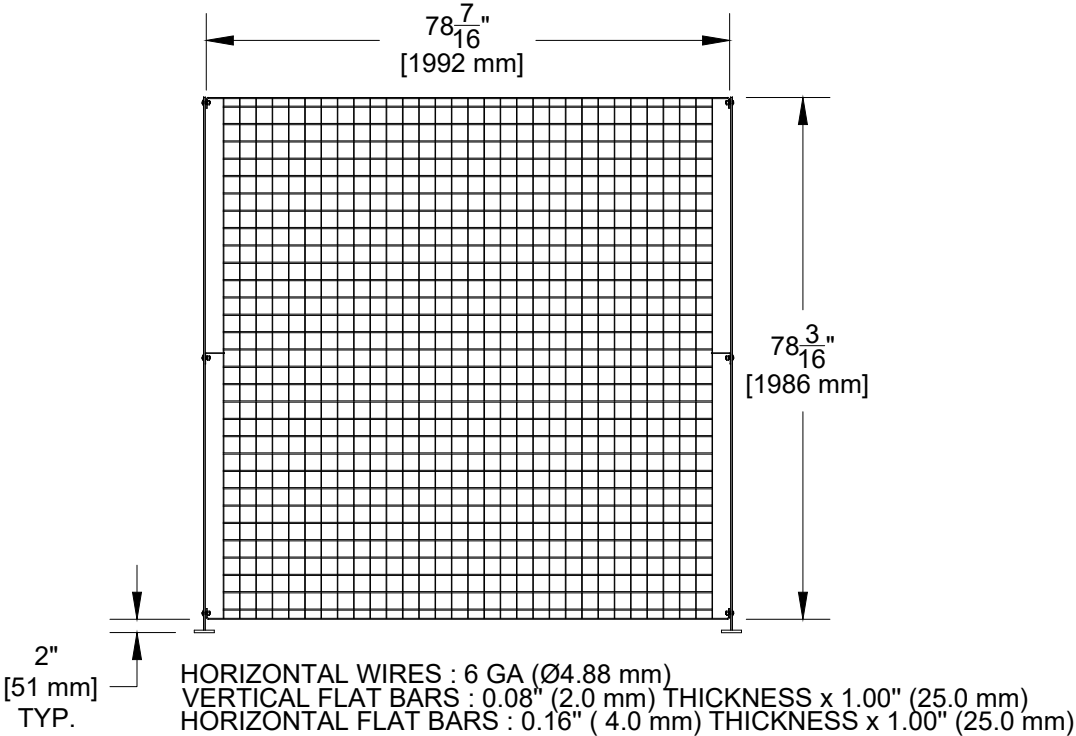
PANEL 4' (48 lb/ 21.8 kg)



PANEL 8' (94 lb/ 42.6 kg)



PANEL 6' (76 lb/ 34.5 kg)



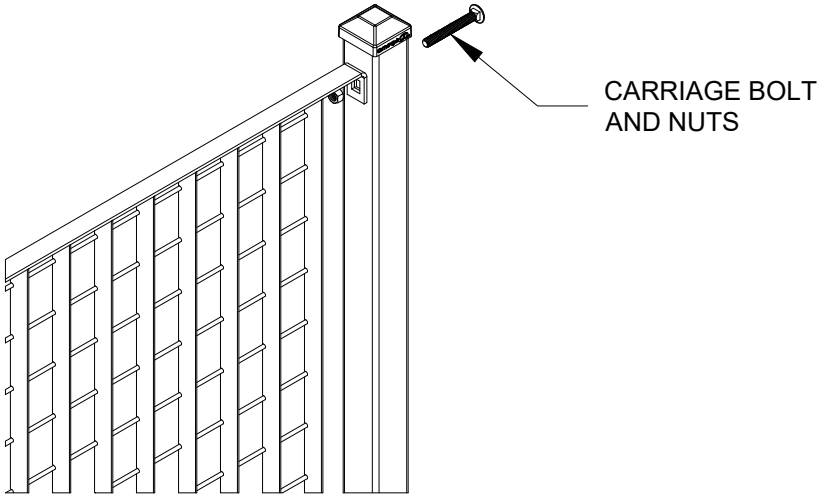
PRODUCT	PRODUCT NUMBER
4' PANNEAU	C-GB2047BK
6' PANNEAU	C-GB2078BK
8' PANNEAU	C-GB2099BK

For further panel information,
Please see specifications,

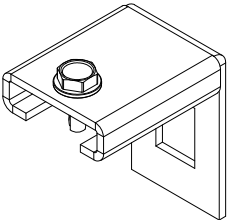
PANEL HEIGHT	NUMBER OF BOLTS KITS PER POST	NUMBER OF ATTACHMENT PER PANELS (C-GSA)
4' (1.2 m)	2	0
6' (2.0 m)	3	2
8' (2.5 m)	3	2

BRACKET KITS FOR OMEGA 10 PANEL ON SQUARE POST

STANDARD BRACKET
INSTALLATION

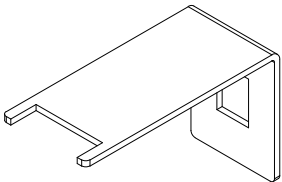


TELESCOPIC
BRACKET



C-GTB

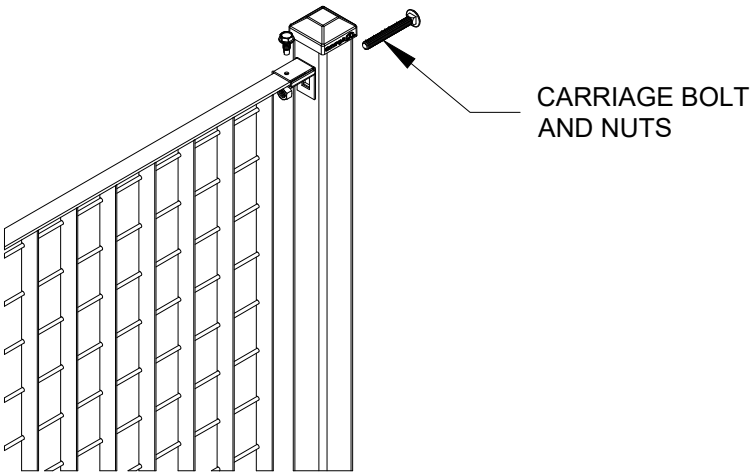
SUPPORT
BRACKET



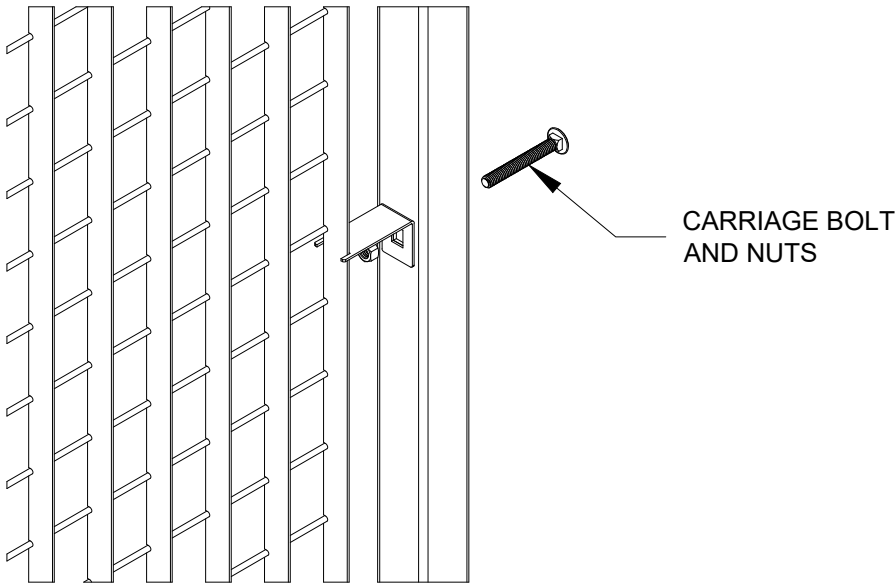
C-GSA

NOTES :
FOR COLORS OTHER THAN
BLACK, ALL PARTS ARE
POLYESTER POWDER COATED
EXCEPT NUTS & BOLTS.

TELESCOPIC BRACKET
INSTALLATION

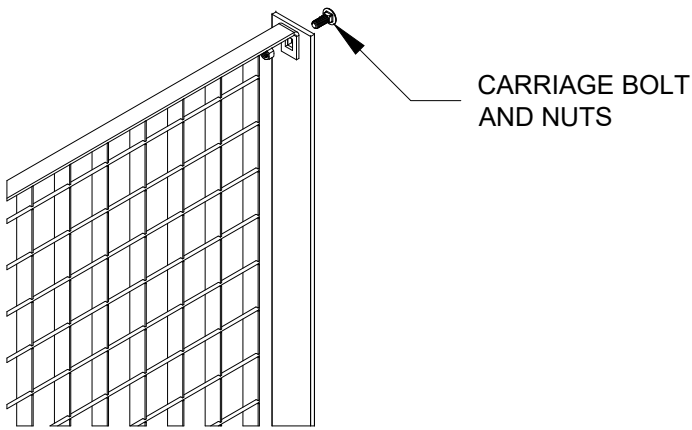


SUPPORT BRACKET INSTALLATION
78" AND 99" HIGH PANELS

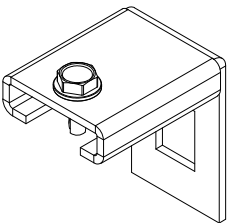


BRACKET KITS FOR OMEGA 20 PANEL ON FLAT POST

STANDARD BRACKET
INSTALLATION

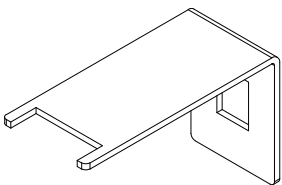


TELESCOPIC
BRACKET



C-GTB

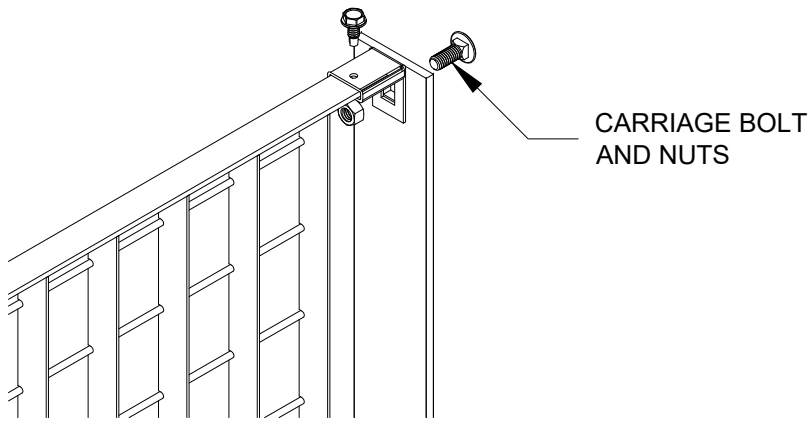
SUPPORT
BRACKET



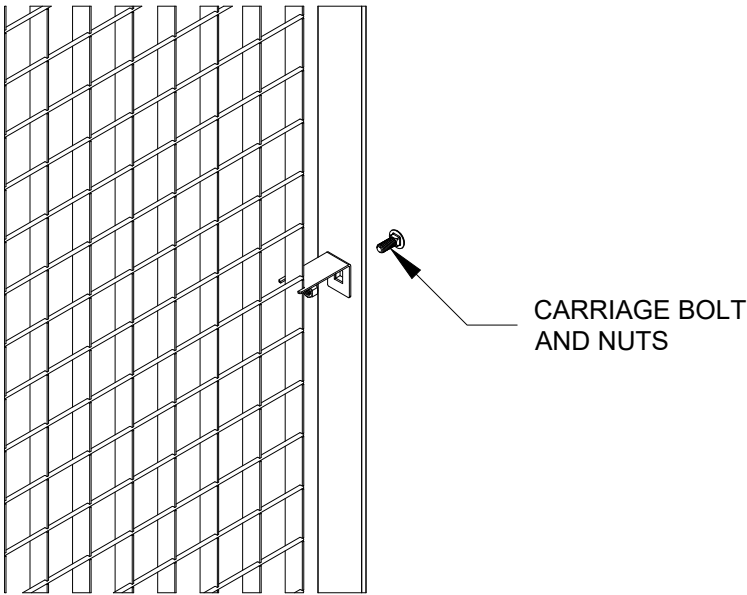
C-GSA

NOTES :
FOR COLORS OTHER THAN
BLACK, ALL PARTS ARE
POLYESTER POWDER COATED
EXCEPT NUTS & BOLTS.

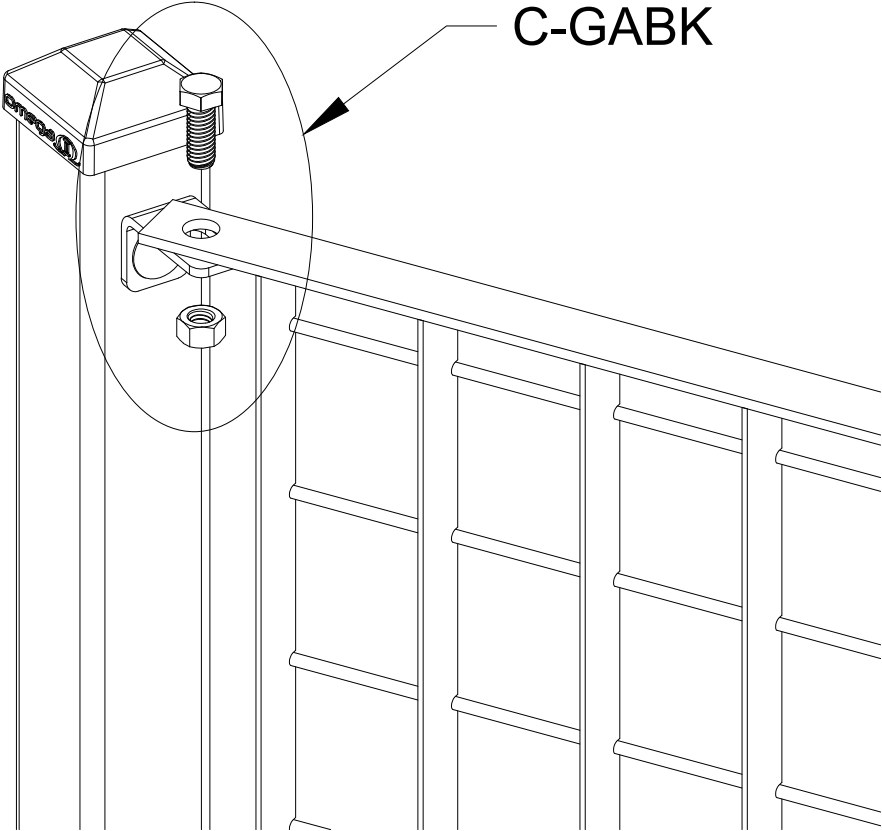
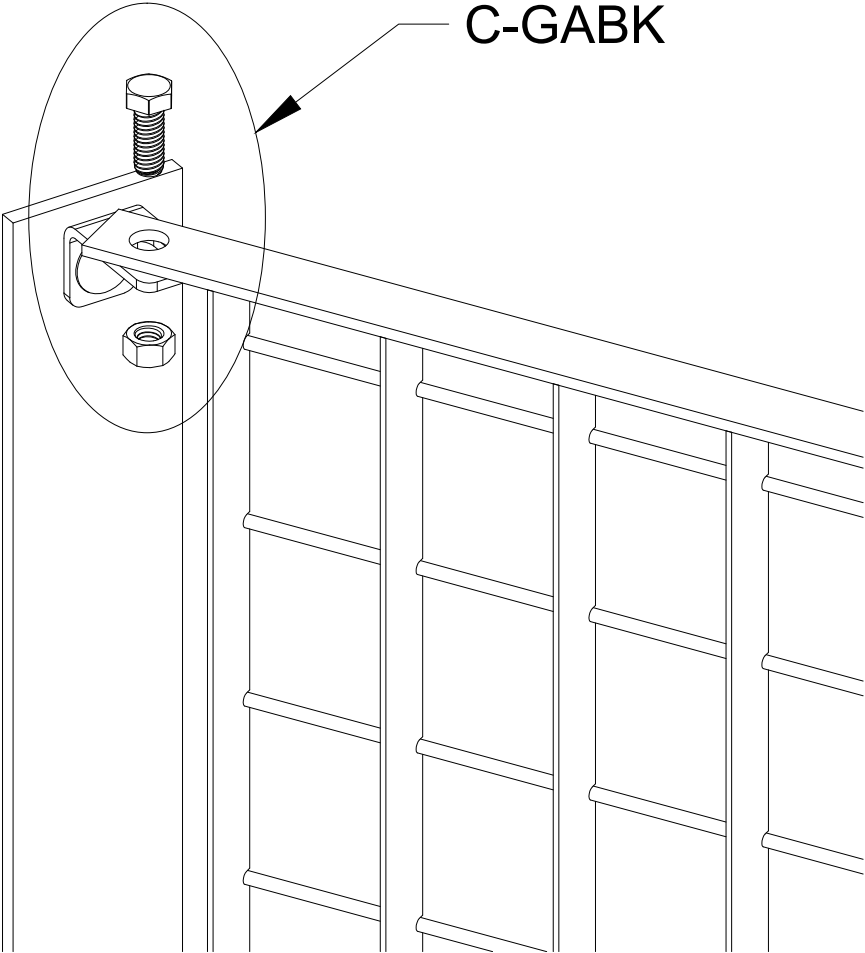
TELESCOPIC BRACKET
INSTALLATION



SUPPORT BRACKET INSTALLATION
78" AND 99" HIGH PANELS

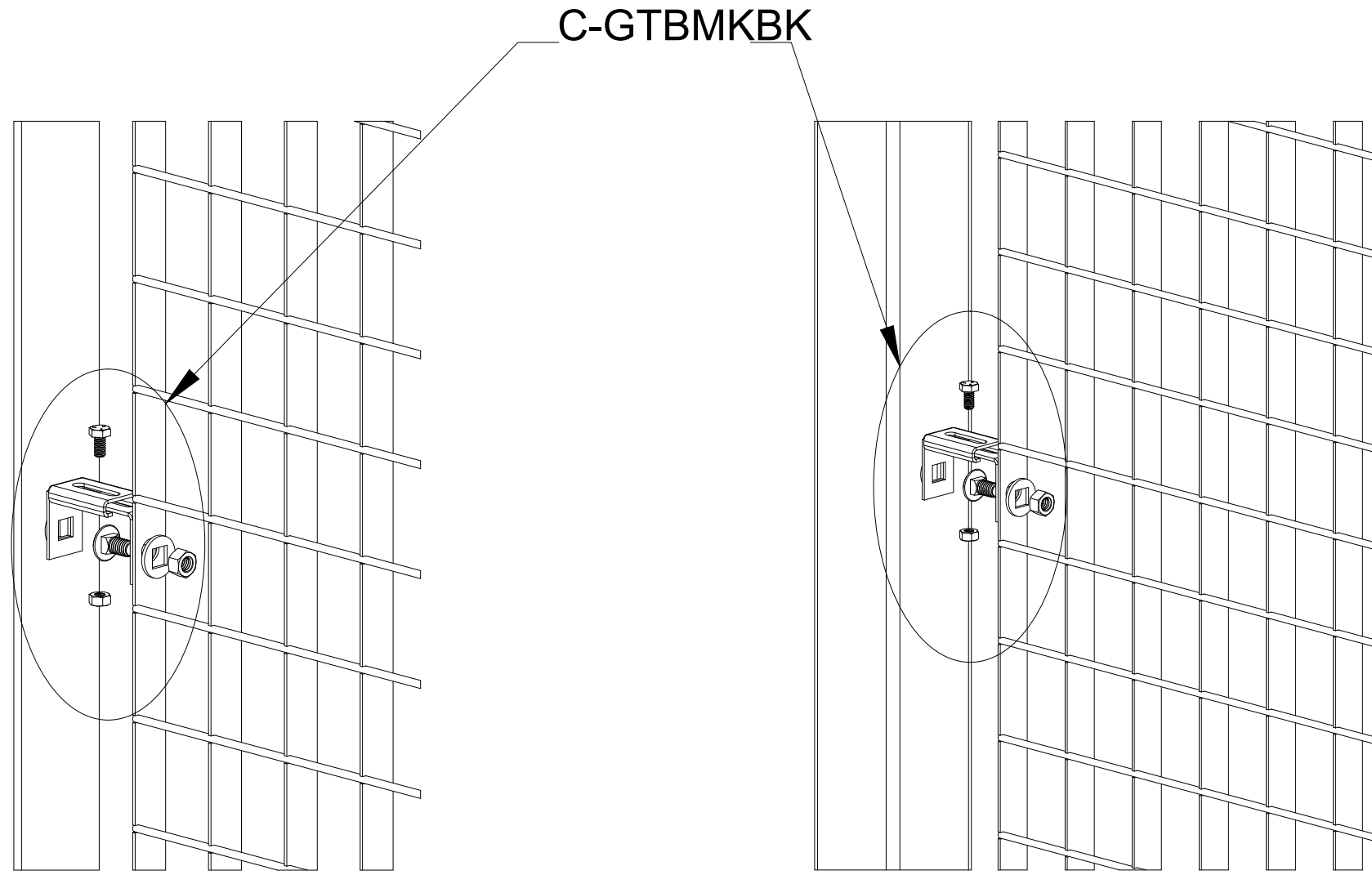


ANGLE BRACKET KITS FOR OMEGA 20 PANEL



NOTE :
FOR COLORS OTHER THAN BLACK, ALL PARTS ARE
POLYESTER POWDER COATED EXCEPT NUTS & BOLTS.

TELESCOPIC MIDDLE BRACKET FOR OMEGA 20 PANEL



NOTE :
FOR COLORS OTHER THAN BLACK, ALL PARTS ARE POLYESTER POWDER
COATED EXCEPT NUTS & BOLTS.

OMEGA 20 PANEL INSTALLATION ON SQUARE POST

SQUARE POST INSTALLATION WITH STANDARD OR TELESCOPIC BRACKET KIT 14 GA

GRADING

THE GROUND SHALL BE GRADED TO AN EASY EVEN SLOPE ALL ALONG THE LENGTH OF THE AREA WHERE THE FENCE IS TO BE INSTALLED.

INSTALLATION

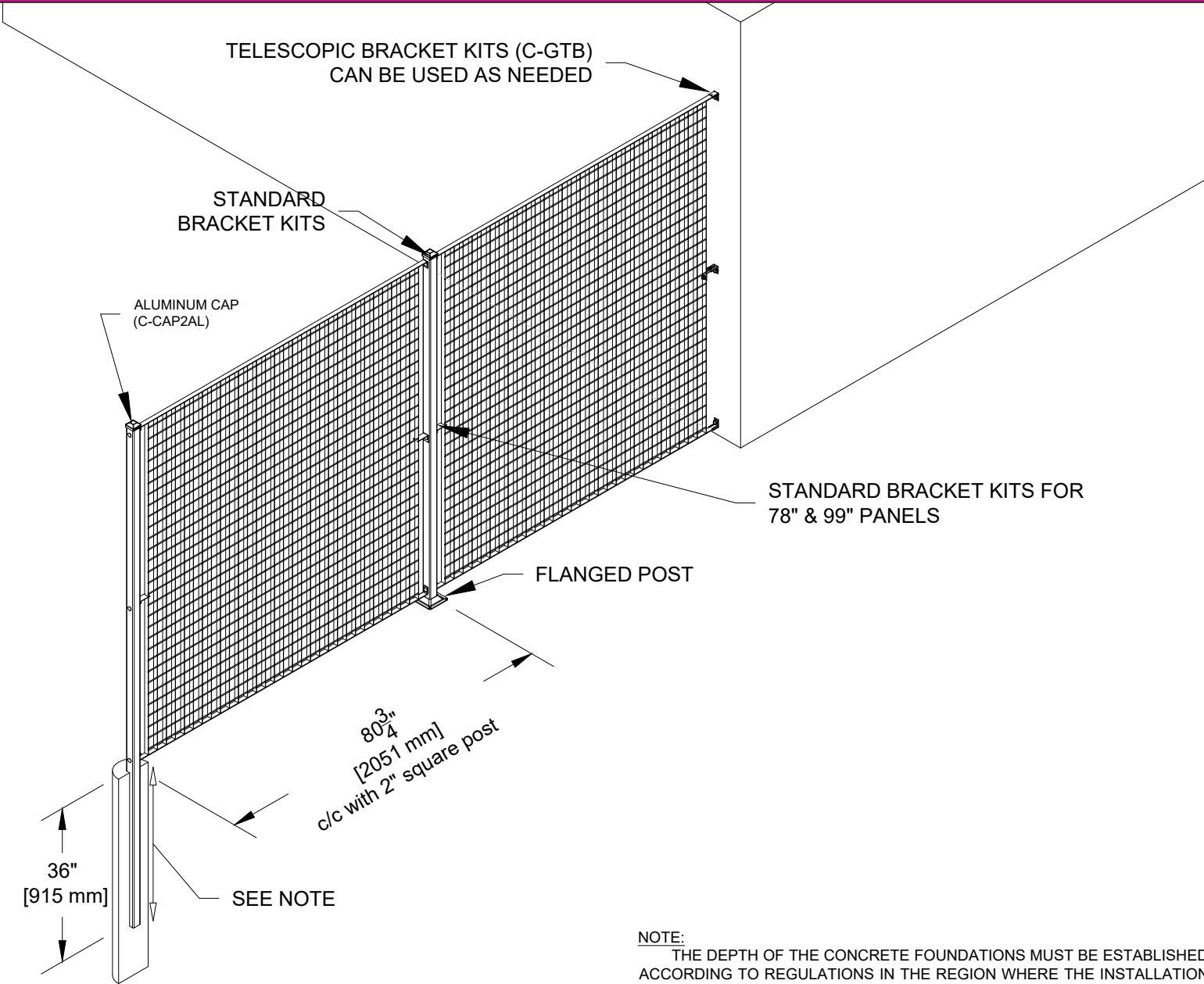
INSTALL THE FENCE ALONG THE SPECIFIED AREA. THE FENCE SHALL BE INSTALLED AT A DISTANCE OF 2" (50 mm) ABOVE THE GROUND SURFACE. THE RECOMMENDED MINIMUM IS 1" (25 mm) AND MAXIMUM IS 4" (100 mm).

INSTALL ALL THE POSTS VERTICALLY AT PROPER HEIGHT IN CONCRETE. ONCE THE CONCRETE HAS SET AND THE BRACKETS ARE SECURELY ANCHORED, THE PANELS SHALL BE INSTALLED ON 2" (50.8 mm) SQUARE POSTS. THE STANDARD BRACKETS SLOT ALLOWS FOR ADJUSTEMENTS OF $\pm\frac{1}{8}$ ". WHEN ANY POST OR WIRE MESH SECTION IS FIELD CUT OR TRIMMED, A ZINC RICH PRIMER MUST BE APPLIED TO THE EXPOSED ENDS. AFTER, AN OMEGA TOUCH-UP PAINT MATCHING THE PROPER COLOR SHALL BE USED.

THE PANELS SHALL BE INSTALLED ACCORDING TO OWNERS INSTRUCTIONS WITH THE FOLLOWING OPTIONS:

- 1) CHOSEN BRACKET MODEL
- 2) PANEL WIRE SIDES FACING INWARDS OR OUTWARDS.

FOR MORE FENCE DETAILS, VISIT OUR WEB SITE'S TECHNICAL PAGE



NOTE:
THE DEPTH OF THE CONCRETE FOUNDATIONS MUST BE ESTABLISHED ACCORDING TO REGULATIONS IN THE REGION WHERE THE INSTALLATION IS CARRIED OUT. A MINIMUM DEPTH OF 42 in. (1070 mm) IS RECOMMENDED. THE RECOMMENDED FOUNDATION DIAMETER IS 8 in. (200 mm) FOR A COMMERCIAL SITE AND 6 in. (152 mm) FOR RESIDENTIAL INSTALLATION. REGULATIONS OF THE REGION TAKES PRECEDENCE OVER THE SPECIFICATIONS MENTIONED ABOVE.

OMEGA 20 PANEL INSTALLATION ON FLAT POST

FLAT POST INSTALLATION WITH STANDARD OR TELESCOPIC BRACKET KIT 14 GA

GRADING

THE GROUND SHALL BE GRADED TO AN EASY EVEN SLOPE ALL ALONG THE LENGTH OF THE AREA WHERE THE FENCE IS TO BE INSTALLED.

INSTALLATION

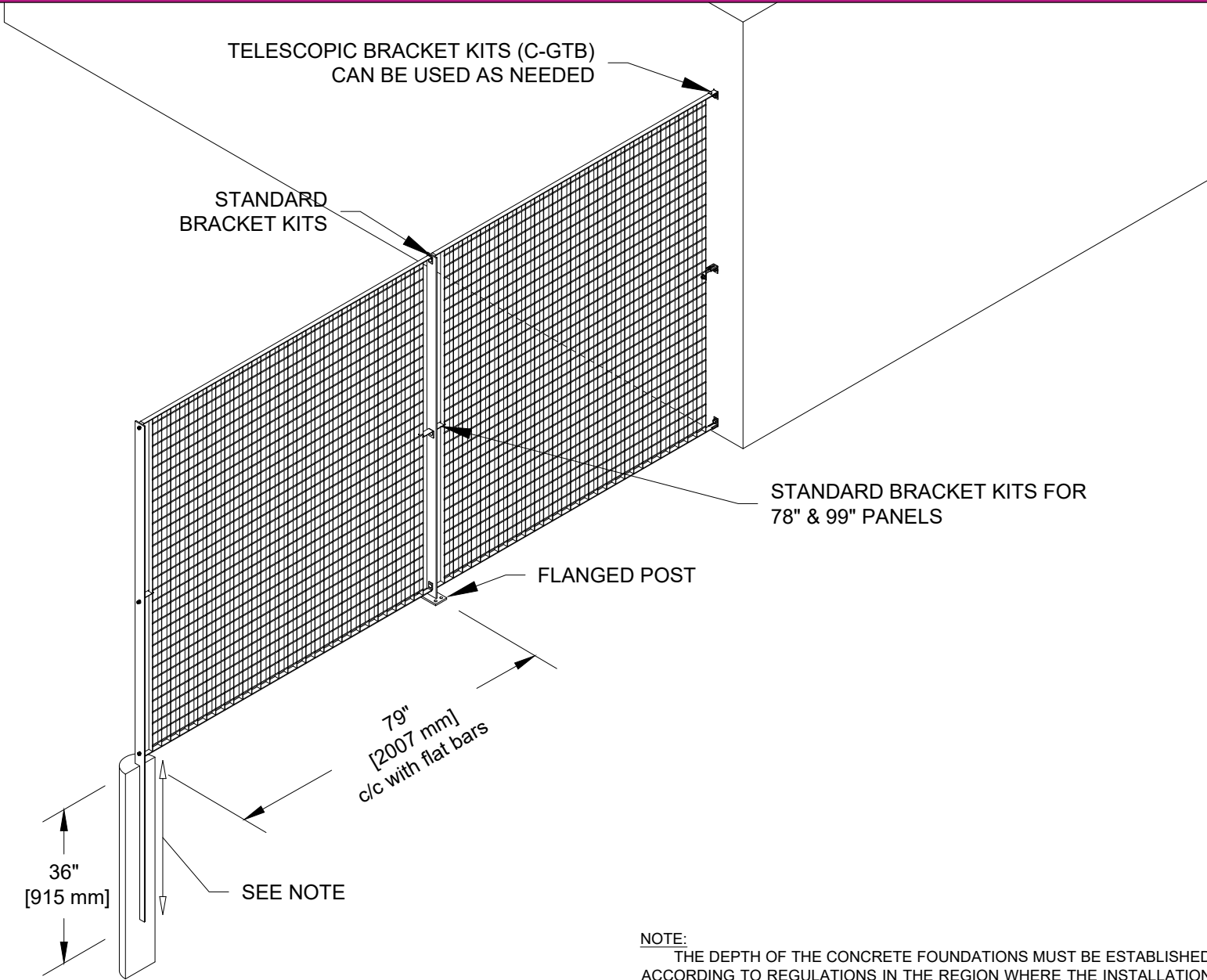
INSTALL THE FENCE ALONG THE SPECIFIED AREA. THE FENCE SHALL BE INSTALLED AT A DISTANCE OF 2" (50 mm) ABOVE THE GROUND SURFACE. THE RECOMMENDED MINIMUM IS 1" (25 mm) AND MAXIMUM IS 4" (100 mm).

INSTALL ALL THE POSTS VERTICALLY AT PROPER HEIGHT IN CONCRETE. ONCE THE CONCRETE HAS SET AND THE BRACKETS ARE SECURELY ANCHORED, THE PANELS SHALL BE INSTALLED ON 2" (50.8 mm) SQUARE POSTS. THE STANDARD BRACKETS SLOT ALLOWS FOR ADJUSTEMENTS OF $\pm\frac{1}{8}$ ". WHEN ANY POST OR WIRE MESH SECTION IS FIELD CUT OR TRIMMED, A ZINC RICH PRIMER MUST BE APPLIED TO THE EXPOSED ENDS. AFTER, AN OMEGA TOUCH-UP PAINT MATCHING THE PROPER COLOR SHALL BE USED.

THE PANELS SHALL BE INSTALLED ACCORDING TO OWNERS INSTRUCTIONS WITH THE FOLLOWING OPTIONS:

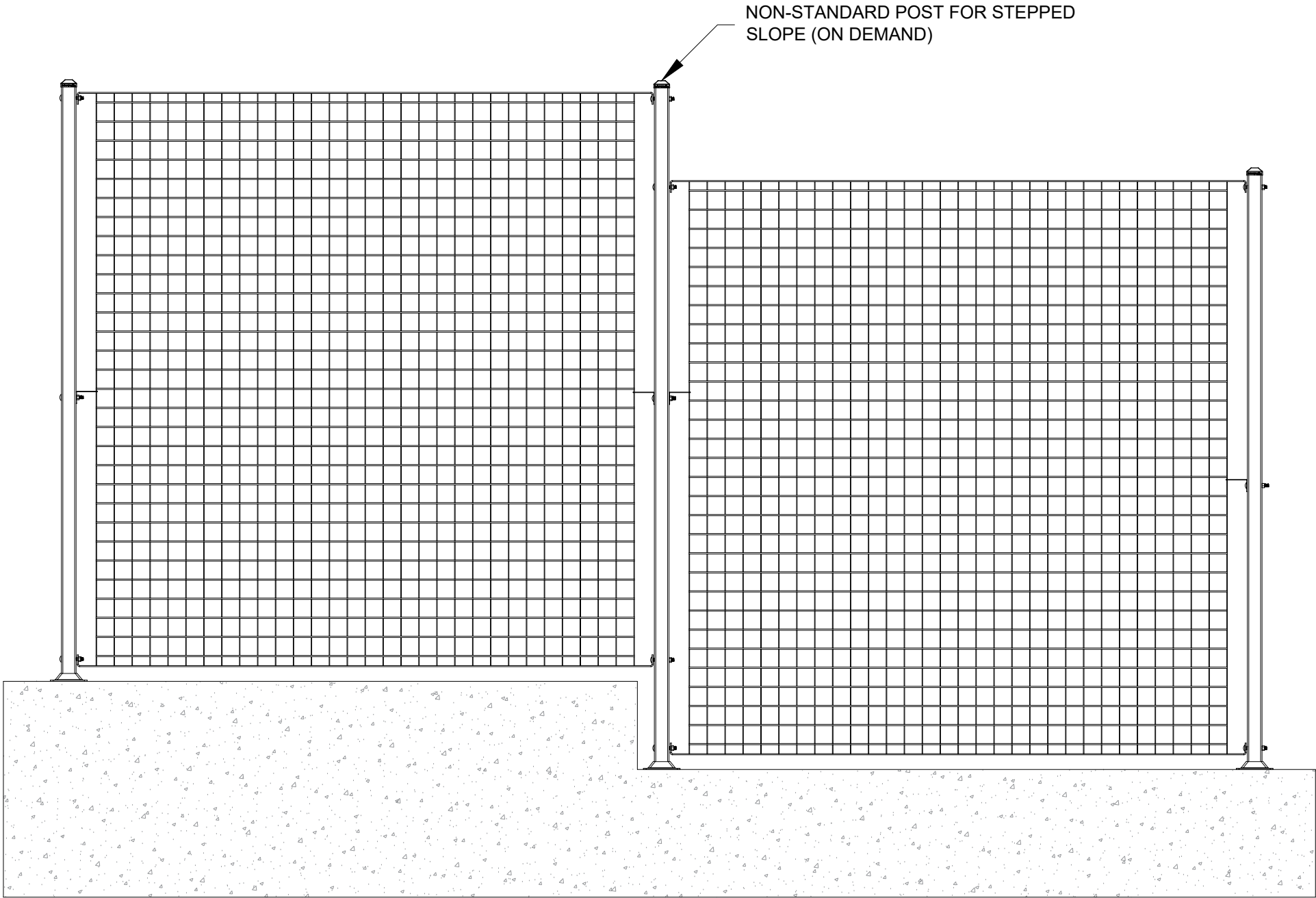
- 1) CHOSEN BRACKET MODEL
- 2) PANEL WIRE SIDES FACING INWARDS OR OUTWARDS.

FOR MORE FENCE DETAILS, VISIT OUR WEB SITE'S TECHNICAL PAGE

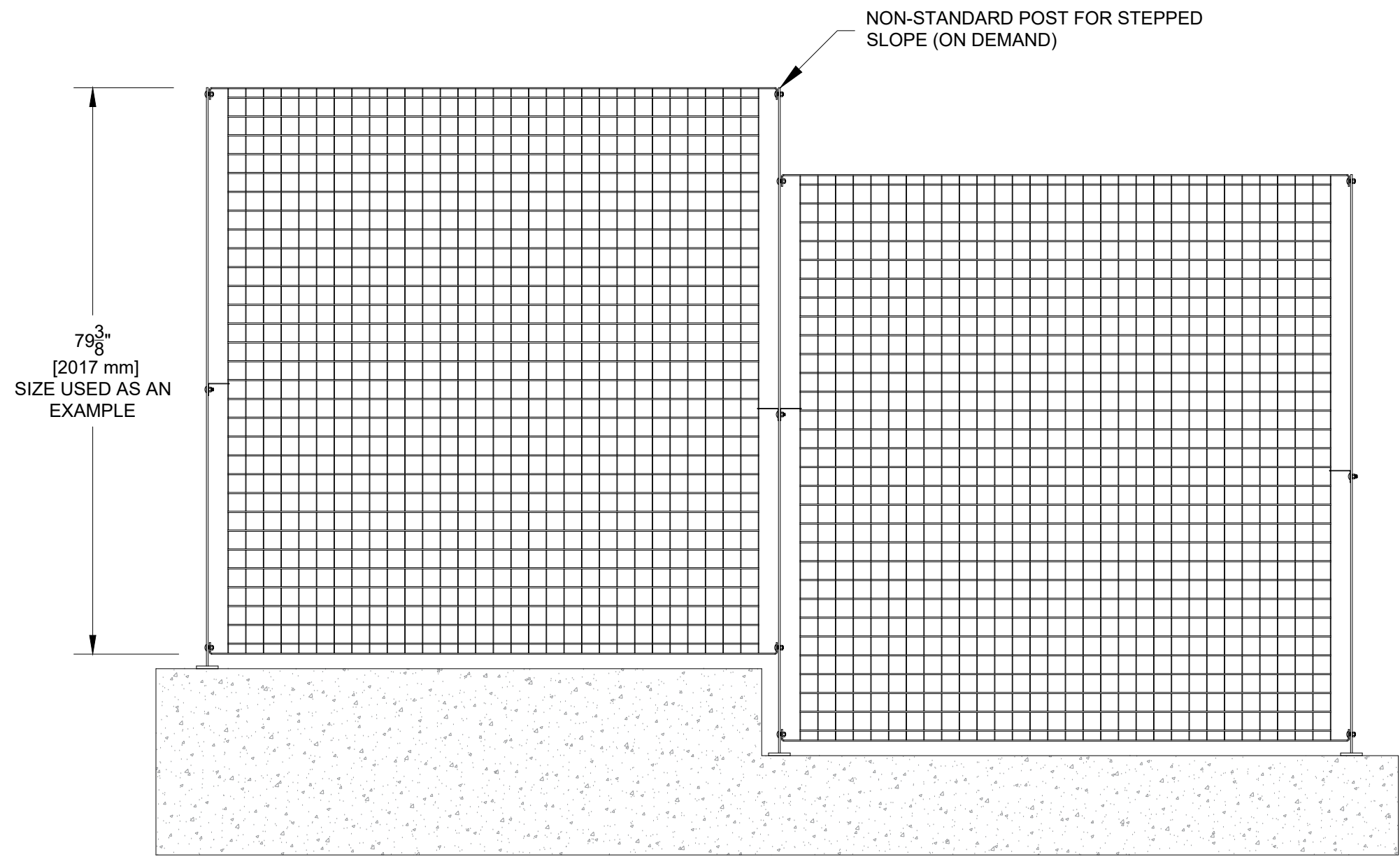


NOTE:
THE DEPTH OF THE CONCRETE FOUNDATIONS MUST BE ESTABLISHED ACCORDING TO REGULATIONS IN THE REGION WHERE THE INSTALLATION IS CARRIED OUT. A MINIMUM DEPTH OF 42 in. (1070 mm) IS RECOMMENDED. THE RECOMMENDED FOUNDATION DIAMETER IS 8 in. (200 mm) FOR A COMMERCIAL SITE AND 6 in. (152 mm) FOR RESIDENTIAL INSTALLATION. REGULATIONS OF THE REGION TAKES PRECEDENCE OVER THE SPECIFICATIONS MENTIONED ABOVE.

OMEGA 20 PANEL INSTALLATION ON SQUARE POST SLOPED GROUND

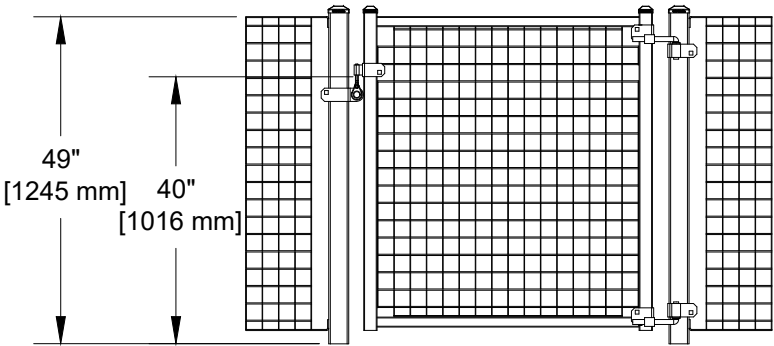


OMEGA 20 PANEL INSTALLATION ON FLAT POST SLOPED GROUND

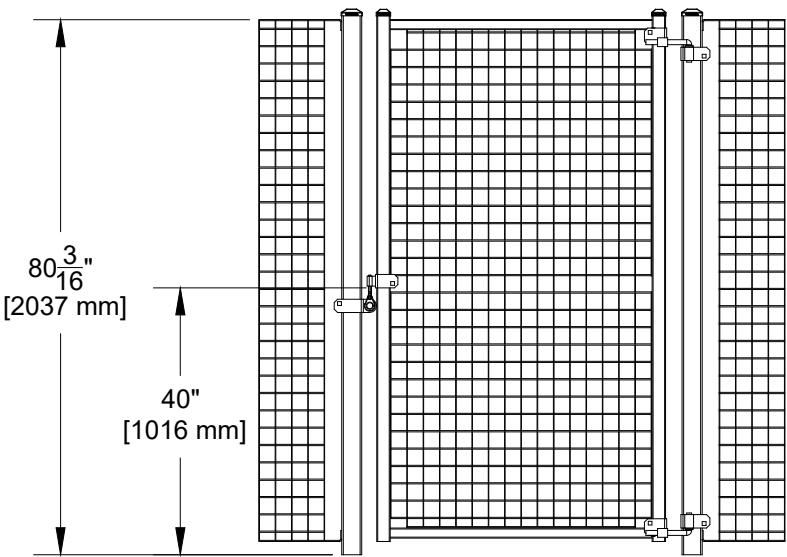


OMEGA 20 SINGLE SWING GATE

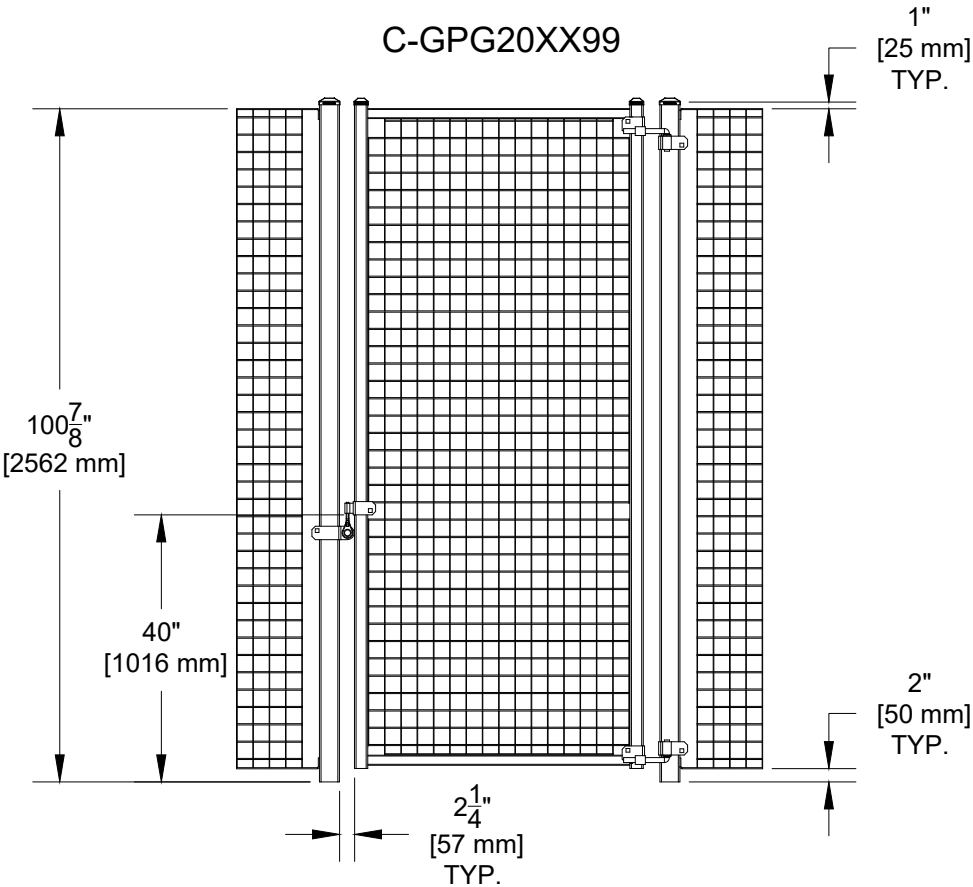
C-GPG20XX48



C-GPG20XX78



C-GPG20XX99



SURFACE FINISH
ALL OMEGA 20 GATES ARE COATED WITH POLYESTER POWDER COATING.
FOR MORE INFORMATION, PLEASE REFER TO SPECIFICATIONS.

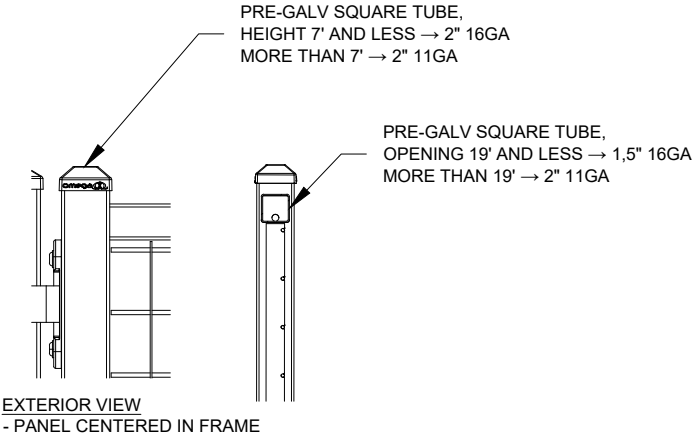


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GB20-11
REVISION : 11/21

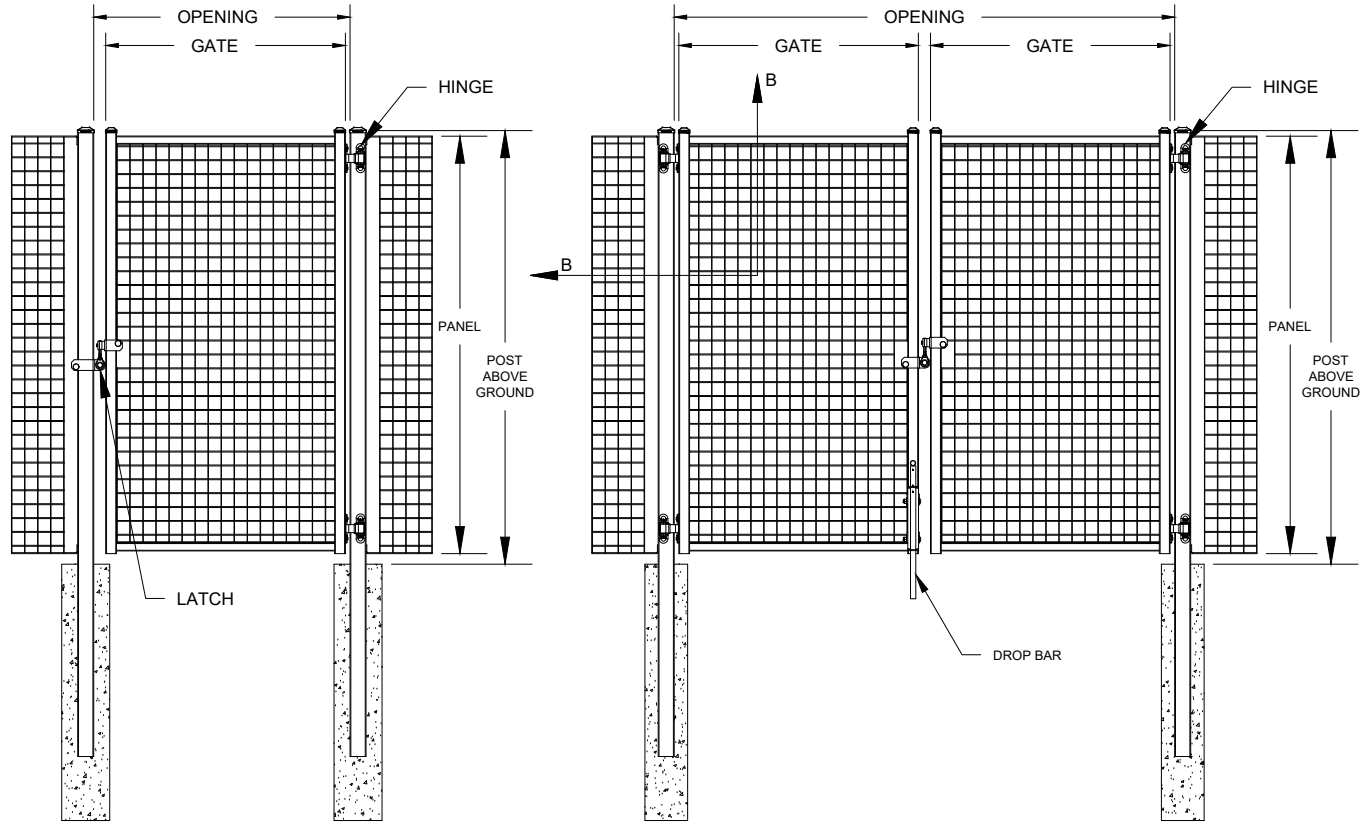
OMEGA 20 SINGLE & DOUBLE SWING GATE MODEL GPG20

SECTION B-B
FRAME & PANEL



Omega 20			
Panel	Minimum opening*	Maximum opening*	Post
4'-0"	3'	9'	3" x 3" 11 ga
	>9'	14'	4" x 4" 11ga
	>14'	19'	6" x 6" 3/16"
6'-0"	3'	8'	3" x 3" 11 ga
	>8'	10'	4" x 4" 11ga
	>10'	19'	6" x 6" 3/16"
8'-0"	3'	6'	3" x 3" 11 ga
	>6'	8'	4" x 4" 11ga
	>8'	19'	6" x 6" 3/16"

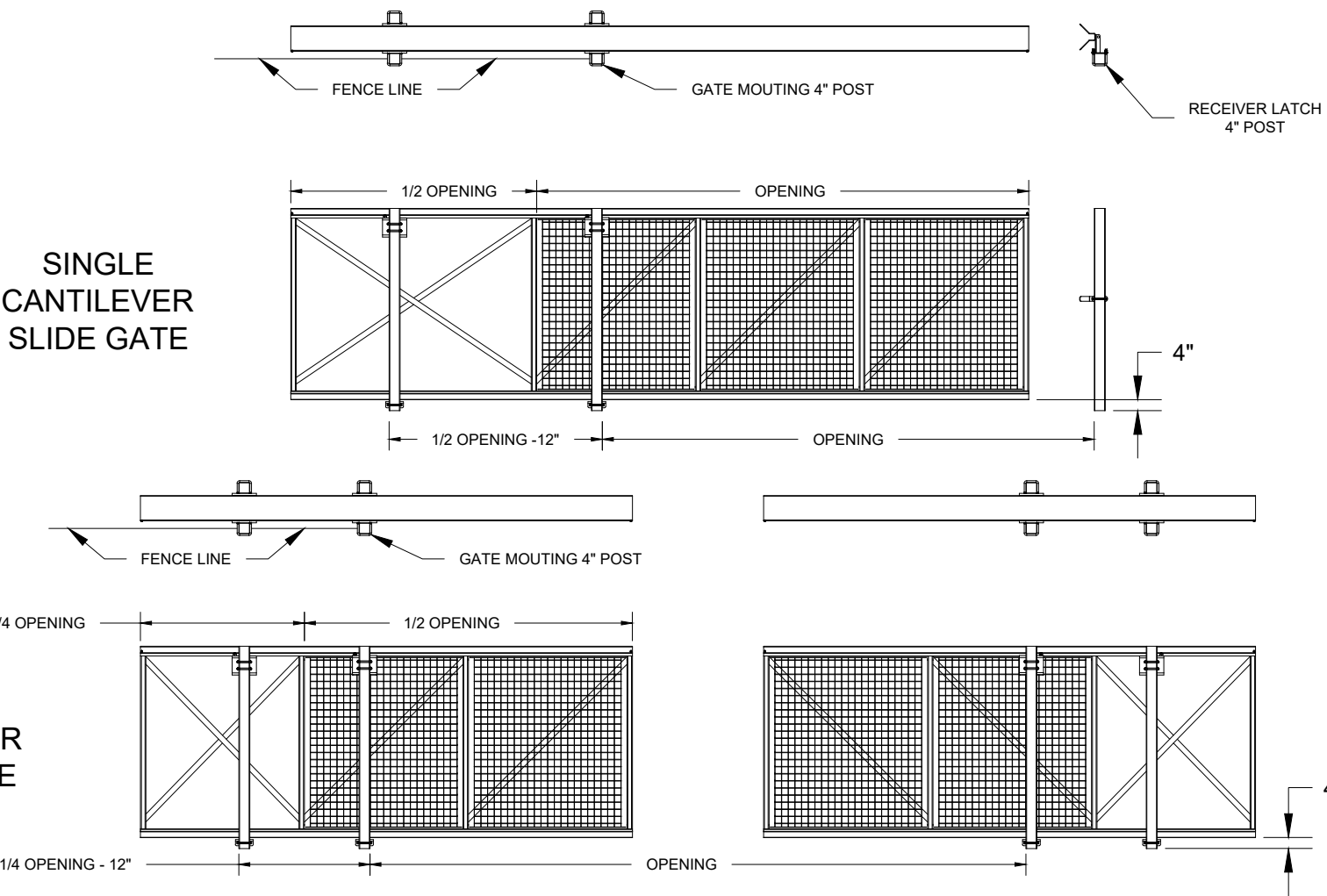
*ALL OPENING ARE BASED ON THE SIMPLE DOOR MODEL



HINGES AND LATCHES CAN BE
INSTALLED ON EITHER SIDE

NOTE:
THE DEPTH OF THE CONCRETE FOUNDATIONS MUST BE ESTABLISHED ACCORDING TO REGULATIONS IN THE REGION WHERE THE INSTALLATION IS CARRIED OUT. A MINIMUM DEPTH OF 42 in. (1070 mm) IS RECOMMENDED. THE RECOMMENDED FOUNDATION DIAMETER IS 8 in. (200 mm) FOR A COMMERCIAL SITE AND 6 in. (152 mm). FOR RESIDENTIAL INSTALLATION, REGULATIONS OF THE REGION TAKES PRECEDENCE OVER THE SPECIFICATIONS MENTIONNED ABOVE.

OMEGA 20 CANTILEVER SLIDE ALUMINUM GATE



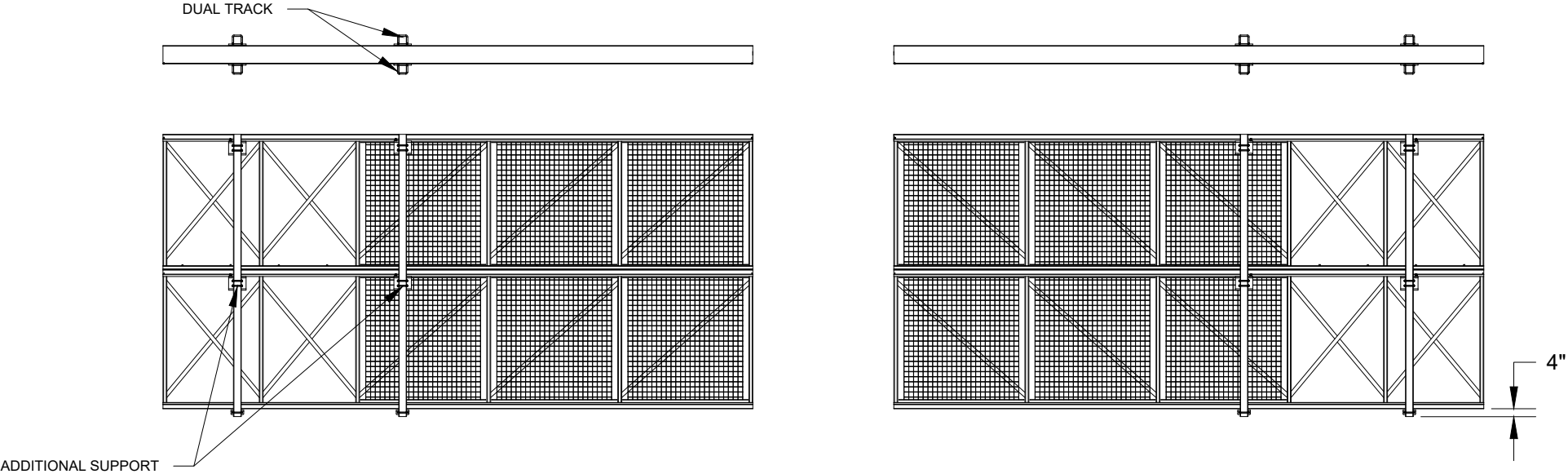
TUBE BRACED CANTILEVER SLIDE:

THE ALUMINUM CANTILEVER GATES ARE CONSTRUCTED WITH AN UPPER AND LOWER TRACK, FABRICATED FROM OF 6061-T6 ALUMINIUM ALLOY EXTRUSIONS. THE UPPER AND LOWER TRACKS SHALL BE WELDED AND/OR BOLTED TO 2\"X2\"X.125\". EACH FRONT SECTION SHALL HAVE ONE DIAGONAL BRACE OF 1\"X2\"X.125 WALL ALUMINIUM TUBE. EACH TAIL SECTION OF THE GATE SHALL BE X-BRACED WITH TWO 1\"X2\"X.125 WALL ALUMINIUM TUBE. OUR STANDARD COLORS UTILIZED AN EPOXY-VINYL PAINT PRIMER WITH AN ACRYLIC SURFACE COATING. BOTH COATINGS ARE APPLIED IN ONE LAYER BY SPRAY PAINT PROCESS. THE FABRIC SHALL BE HELD IN PLACE BY CARRIAGE BOLTS & NUTS.. GATES WITH BARBWIRE SHALL USE BRACE BANDS AND BOLTS TO HOLD THE WIRE IN PLACE. ALUMINUM CANTILEVER GATES ARE AVAILABLE IN ALUMINUM ONLY AND CAN BE ORDERED AS MODULAR/KNOCK-DOWN GATES, IDEAL FOR TRANSPORTING TALL GATES. THESE COME READY TO ASSEMBLE WITH ALL HOLES PREDRILLED FOR 1/2\" BOLTS, WHICH ARE SUPPLIED FOR ASSEMBLY.

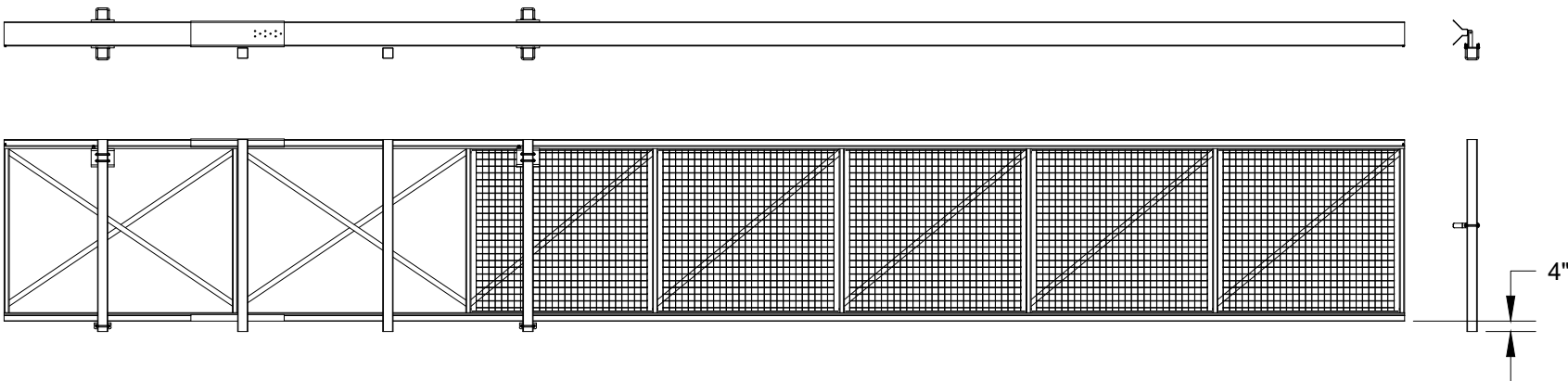
GATE POSTS:

THE 4\" POSTS ARE MADE OF GALVANIZED STEEL. PROVIDE 1 LATCH POST AND 2 SUPPORT POSTS FOR SINGLE SLIDE GATE AND 4 SUPPORT POSTS FOR DOUBLE SLIDE GATES.

CANTILEVER DOUBLE SLIDE
GATE OVER 8' HIGH

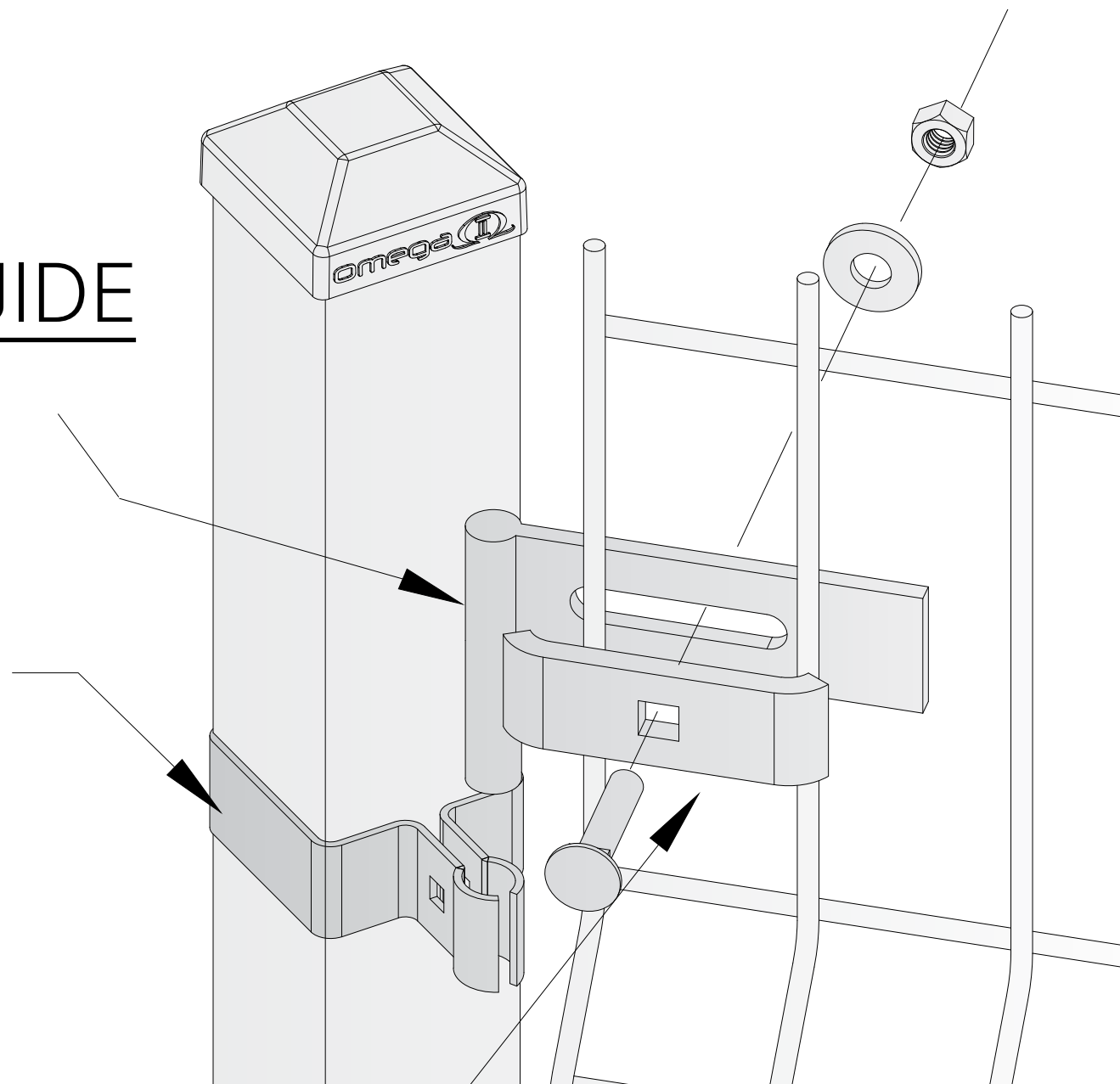


CANTILEVER SLIDE GATE
OVER 360" OPENING



SURFACE COATING
ALL GATES HAVE A PAINT PRIMER APPLIED TO THE FRAME. AFTERWARDS AN ACRYLIC SURFACE COATING (STANDARD BLACK OR ANY OPTIONAL COLOR) IS APPLIED IN ONE LAYER BY SPRAY PAINT PROCESS. POLYESTER COATING IS APPLIED BY AN ELECTROSTATIC METHOD AND AVAILABLE IN SEVERAL COLORS. FOR MORE INFORMATION, PLEASE REFER TO SPECIFICATIONS.

BRACKET SYSTEMS GUIDE



BRACKETS SYSTEMS FOR OMEGA 10 AND 20



www.omegatwo.com 1 800 836-6342

NAME	BRACKET IMAGE	INSTALLATION IMAGE	PRODUCT NUMBER	REQUIRED BRACKETS		COMMENTS
Bolt & nut for flat posts, standard panel (kit)			C-PP3/8X1/4KXX	PANEL HEIGHT	NUMBER OF BOLTS PER POST	For flat posts (center or end) with standard panels in straight line For our special corner flat post for standard panels at a 90 degree angle, the double number of bolts will be needed (Hot Dip Galvanised)
				4' H	2	
				6' H	3	
				8' H	3	
Bolt & nut for square post, standard panel (Kit)			C-PC3/8X2KXX For 2" posts C-PC3/8X3KXX For 3" posts	PANEL HEIGHT	NUMBER OF BOLTS PER POST	For square posts (center or end) with standard panels in straight line For corner square post with standard panels at a 90 degree angle contact us or otherwise use our special corner flat post above mentioned (Hot Dip Galvanised)
				4' H	2	
				6' H	3	
				8' H	3	
Support bracket (for panels 78" & 99")			C-GSAXX	PANEL HEIGHT	NUMBER OF BRACKETS PER PANEL	Only used with standard panels. Bolts and nuts to attach to flat or square posts included in upper rows. (Pre-Galvanised & painted)
				4' H	0	
				6' H	2	
				8' H	2	
Telescopic Bracket			C-GTBXX + VB-VIS3/16X1/2SDZ Self-drilling screw	PANEL HEIGHT	NUMBER OF BRACKETS PER PANEL	For flat posts (center or end) with straight panels or 90 degree angles. If the panel is cut on one side, put 2 telescopic brackets per panel, without C-GSAXX on the cut side. If the panel is cut on both sides, put 4 telescopic brackets on the panel and no C-GSAXX. Order bolts and nuts accordingly (Pre-Galvanised & painted)
				4' H	2 or 4	
				6' H	2 or 4	
				8' H	2 or 4	
Telescopic Bracket			C-GTBXX + VB-VIS3/16X1/2SDZ Self-drilling screw	PANEL HEIGHT	NUMBER OF BRACKETS PER PANEL	For square posts (center or end) with straight panels or 90 degree angles. If the panel is cut on one side, put 2 telescopic brackets per panel, without C-GSAXX on the cut side. If the panel is cut on both sides, put 4 telescopic brackets on the panel and no C-GSAXX. Order bolts and nuts accordingly (Pre-Galvanised & painted)
				4' H	2 or 4	
				6' H	2 or 4	
				8' H	2 or 4	
Angle bracket (Kit)		For flat or square posts	C-GABKXX	PANEL HEIGHT	NUMBER OF BRACKETS PER PANEL	For flat or square posts (center or end). If the panel is cut on one side, put 2 angle brackets per panel and no C-GSAXX on the cut (angled) side. If the panel is cut on both sides, place 4 angle brackets per panel, no C-GSAXX. (Pre-Galvanised & painted)
				4' H	2 or 4	
				6' H	2 or 4	
				8' H	2 or 4	

For colors other than black, all parts are polyester powder coated except for the bolts, screws & nuts.

BRACKETS SYSTEMS FOR OMEGA 80 AND 100



www.omegatwo.com 1 800 836-6342

NAME	BRACKET IMAGE	INSTALLATION IMAGE	PRODUCT NUMBER	REQUIRED BRACKETS		COMMENTS
				PANEL HEIGHT	NUMBER OF BOLTS PER POST	
Bolt & nut for flat posts (Kit)			C-PP3/8X1/4KXX	6.5' H	3	For flat posts (center or end) with standard panels in straight line For our special corner flat post for standard panels at a 90 degree angle, 6 bolts will be needed (Hot Dip Galvanised)
Bolt & nut for square posts (Kit)			C-PC3/8X2KXX For 2" posts C-PC3/8X3KXX For 3" posts	6.5' H	3	For square posts (center or end) with standard panels in straight line For corner square post with standard panels at a 90 degree angle contact us or otherwise use our special corner flat post above mentioned (Hot Dip Galvanised)
Other options						For other options, contact us.

For colors other than black, all parts are polyester powder coated except for the bolts, screws & nuts.

GATE HARDWARE GUIDE



Omega ®
FENCE SYSTEMS

SWING GATE HARDWARE

SINGLE WIRE

Omega Architectural Omega Eco

Standard hardware	3
Hinges	3
Latches	3
Drop bar	4
Optional hardware	5
Hinges	5
Door closer	5
Latches	6
Drop bar	6

DOUBLE WIRE

Elite Double Wire Evolution Double Wire

Standard hardware	7
Hinges	7
Latches	7
Drop bar	8
Optional hardware	9
Hinges	9
Door closer	9
Latches	10
Drop bar	10

Secur Double Wire

Standard hardware	11
Hinges	11
Latches	11
Drop bar	12
Optional hardware	13
Hinges	13
Door closer	13
Latches	14
Drop bar	14

HIGH SECURITY

Omega Max Double Wire

Standard hardware	15
Hinges	15
Latches	15
Drop bar	15
Optional hardware	16
Hinges	16
Door closer	16
Latches	17

GRATING

Omega 10 Omega 20

Standard hardware	18
Hinges	18
Latches	18
Drop bar	19
Optional hardware	20
Hinges	20
Door closer	20
Latches	21
Drop bar	21

LOUVERS

Omega 80 Omega 100

Standard hardware	22
Hinges	22
Latches	22
Drop bar	22
Optional hardware	23
Hinges	23
Door closer	23
Latches	23

ORNAMENTAL

Omega Classic

Standard hardware	24
Hinges	24
Latches	24
Drop bar	25
Optional hardware	26
Hinges	26
Door closer	26
Latches	27
Drop bar	27

PERFORATED PANELS

Omega UNIK

Standard hardware	28
Hinges	28
Latches	28
Drop bar	28
Optional hardware	29
Hinges	29
Door closer	29
Latches	30

SPECIAL HARDWARE

Panic hardware

Panic bar	31
Exterior handle	31,32
Panic and kick plates	33

Miscellaneous

Cable system & extension	34
Transom	34
Overhang	34

Cantilever gate hardware

Single track	35
Dual track	35
Catcher / receiver	35

ANNEXE

Single swing gate standard hardware kits36

Double swing gate standard hardware kits37

STANDARD HARDWARE

HINGES



NAME : STANDARD HINGE KIT

PRODUCT NUMBER :

3" GATE POST: C-20P3KKBK

4" GATE POST: C-20P4KKBK

6" GATE POST: C-20P6KKBK

USES/PURPOSE :

Heavy Duty

Gate frame : 2"x2"

Hinge gap : 2-1/4" ±1"



STANDARD PANEL HEIGHT	SINGLE GATE OPENING (MAXIMUM)		
	POST 3" x 3"	POST 4" x 4"	POST 6" x 6"
4'	9'	13'	19'
6'6"	6'6"	9'6"	16'
8'	6'	8'	14'

FINISH	BK* Black
	GV* Galvanized (optional)
	SP* Special color (optional)



NAME : WALL-MOUNTED HINGE KIT

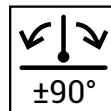
PRODUCT NUMBER : C-20PWKBK

USES/PURPOSE :

Medium Duty

Gate frame : 2"x2"

When standard gate posts are not an option.



FINISH	BK* Black
	GV* Galvanized (optional)
	SP* Special color (optional)

LATCHES



NAME : STANDARD LATCH KIT

PRODUCT NUMBER :

3" GATE POST: C-20L3KKBK

4" GATE POST: C-20L4KKBK

6" GATE POST: C-20L6KKBK

USES/PURPOSE :

Heavy Duty

Gate frame : 2"x2"

Square post : 3", 4", 6"

Latch gap : 2-1/4"

Single swings gate only

Gravity standard-lock system.

Can be used with a padlock

Padlock can be installed on either side.

FINISH	BK* Black
	GV* Galvanized (optional)
	SP* Special color (optional)



NAME : STANDARD LATCH KIT

PRODUCT NUMBER : C-20L2KKBK

USES/PURPOSE :

Heavy Duty

Gate frame : 2"x2"

Latch gap : 2-1/4"

Double swings gate only

Gravity standard-lock system.

Can be used with a padlock

Can be installed on either side

Padlock can be installed on either side.

FINISH	BK* Black
	GV* Galvanized (optional)
	SP* Special color (optional)



NAME : WALL-MOUNTED LATCH KIT

PRODUCT NUMBER : C-20LWKBK

USES/PURPOSE :

Medium Duty

Gate frame : 2"x2"

Latch gap : 2-1/8"

Single swing gate only

Gravity standard-lock system.

Can be used with a padlock

Padlock can be installed on either side.

FINISH	BK* Black
	GV* Galvanized (optional)
	SP* Special color (optional)

DROP BAR



NAME : VERTICAL SLIDE LOCK M20 KIT

PRODUCT NUMBER : C-20BECKBK

USES/PURPOSE :

Heavy duty

Gate frame : 2"x2"

Vertical lock extension: 3"

Can be used with a padlock

Single gate optional: 1 kit

Double gate standard: 1 kit

Double gate optional: 2 kits

FINISH	BK* Black
	GV* Galvanized (optional)
	SP* Special color (optional)

OPTIONAL HARDWARE

HINGES



NAME : 3DM
PRODUCT NUMBER : C-LOC3DM

USES/PURPOSE :

Light Duty
Gate frame : 2"x2"
Square post : 3", 4", 6"
Hinge gap : 7/8" ±5/16"
Qty: 2/kit



STANDARD PANEL HEIGHT	SINGLE GATE OPENING (MAXIMUM)		
	POST 3" x 3"	POST* 4" x 4"	POST* 6" x 6"
4'	9'	11'6"	11'6"
6'6"	6'6"	9'6"	12'
8'	6'	8'	12'

*Post for double swing gate only

FINISH N/A* Stainless



NAME : GBMU
PRODUCT NUMBER : C-GBMU4D20PG

USES/PURPOSE :

Heavy Duty
Gate frame : 2"x2"
Square post : 3", 4", 6"
Hinge gap : 2-1/4" ±1
Qty: 2/kit



STANDARD PANEL HEIGHT	SINGLE GATE OPENING (MAXIMUM)		
	POST 3" x 3"	POST 4" x 4"	POST 6" x 6"
4'	9'	13'	19'
6'6"	6'6"	9'6"	16'
8'	6'	8'	14'

FINISH N/A* Galvanized

DOOR CLOSER



NAME : SPRING HINGE
PRODUCT NUMBER : C-PENSPRING2

USES/PURPOSE :

Light Duty
Gate frame : 2"x2"
Square post : 3", 4", 6"
Hinge gap : 1" ±1/2"
Qty: 2/kit
The hinges are reversible. Designed for 1-1/2" or larger steel gate frame
Recommended with panic bars if doors should remain shut.



STANDARD PANEL HEIGHT	SINGLE GATE OPENING (MAXIMUM)		
	POST 3" x 3"	POST 4" x 4"	POST 6" x 6"
4'	7'	7'	7'
6'6"	5'	5'	5'
8'	4'	4'	4'

FINISH N/A* Black
GV* Galvanized (optional)
SP* Special color (optional)



NAME : MAMMOTH 180
PRODUCT NUMBER : C-LOCMAMMBK

USES/PURPOSE :

Medium Duty
Gate frame : 2"x2"
Square post : 3", 4", 6"
Hinge gap : 9/16" to 1-3/8"
Adjustable closing and latching speeds
Recommended with panic bars if doors should remain shut.



STANDARD PANEL HEIGHT	SINGLE GATE OPENING (MAXIMUM)		
	POST 3" x 3"	POST 4" x 4"	POST 6" x 6"
4'	5'	5'	5'
6'6"	5'	5'	5'
8'	5'	5'	5'

FINISH BK* Black
SR* Silver (std for SP gate)



NAME : MAMMOTH HD
PRODUCT NUMBER : C-LOCMAMHDBK

USES/PURPOSE :

Heavy Duty
Gate frame : 2"x2"
Square post : 3", 4", 6"
Hinge gap : 9/16" to 1-3/8"
Adjustable closing and latching speeds
Recommended with panic bars if doors should remain shut.



STANDARD PANEL HEIGHT	SINGLE GATE OPENING (MAXIMUM)		
	POST 3" x 3"	POST 4" x 4"	POST 6" x 6"
4'	6'6"	6'6"	6'6"
6'6"	6'6"	6'6"	6'6"
8'	6'	6'6"	6'6"

FINISH BK* Black
SR* Silver (std for SP gate)

LATCHES



NAME : MORTISE LATCH KIT

PRODUCT NUMBER : C-LOCINOX

USES/PURPOSE :

Medium Duty

Gate frame : 2"x2"

Square post: 3", 4", 6"

Latch gap : 1-3/16"

Material : Aluminium

Single and double swing gate

Lock-box with key & receiver

Pre-installed

Cannot be installed with a panic bar on same gate

FINISH N/A* Silver



NAME : LATCH KITS

PRODUCT NUMBER : C-DDLLDAB

USES/PURPOSE :

Medium Duty

Gate frame : 2"x2"

Square post: 3", 4", 6"

Latch gap : 5/8" to 1-1/2",
ideal 3/4"

Single and double swing gate

Lock-box with key & receiver

FINISH N/A* Black



NAME : MAGNETIC LATCH

PRODUCT NUMBER : C-LOCFTMA

USES/PURPOSE :

Gate frame : 2"x2"

Square post: 3", 4", 6"

Latch gap : 7/8" ±1/2"

Single swing gate

Ideal for swimming pool or height restricted gates

Recommended use with door closer

Latch access height must be greater than 60"

FINISH N/A* Black

DROP BAR



NAME : KEY LOCKABLE DROP BOLT

PRODUCT NUMBER : C-LOCKDQF

USES/PURPOSE :

Medium duty

Gate frame : 2"x2"

Vertical lock extension: 5-1/2"

Single gate optional: 1 kit

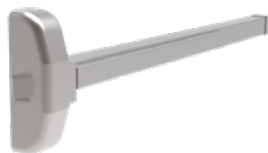
Double gate standard: 1 kit

Double gate optional: 2 kits

FINISH N/A* Black

SR* Silver (std for SP gate)

PANIC BAR

**NAME :** PANIC BAR 3'**PRODUCT NUMBER :** C-PANICBAR36**USES/PURPOSE :**

Gate frame : 2"x2"
Square post: 3", 4", 6"
Latch gap : 3/4"
Fits gate sizes 28" to 38"
Single swing gate
When a quick exit is needed.

Panic Bar - 36" with plates included on both the interior and exterior sides of the gate door and wings on the interior side
Usually used with self-closing hinges.
Can be installed with a lock and or handle to open from the exterior

FINISH N/A* Aluminum**NAME :** PANIC BAR 4'**PRODUCT NUMBER :** C-PANICBAR48**USES/PURPOSE :**

Gate frame : 2"x2"
Square post: 3", 4", 6"
Latch gap : 3/4"
Fits gate sizes 36" to 48"
Single swing gate
When a quick exit is needed.

Panic Bar - 48" with plates included on both the interior and exterior sides of the gate door and wings on the interior side
Usually used with self-closing hinges.
Can be installed with a lock and or handle to open from the exterior

FINISH N/A* Aluminum

EXTERIOR HANDLE

**NAME :** HANDLESET TRIM**PRODUCT NUMBER :** C-DXHTAL**USES/PURPOSE :**

Exterior trim for panic-bar (optional)
Thumbpiece blank escutcheon (handleset only)
No key
No access from outside, dummy trim to standardize outside look
12"H X 3"W

FINISH AL* Aluminum**NAME :** HANDLESET TRIM**PRODUCT NUMBER :** C-DXHKIAL**USES/PURPOSE :**

Exterior trim for panic-bar (optional)
Night latch (handleset keyed)
Keyed
Access from outside with key only
12"H X 3"W

FINISH AL* Aluminum**NAME :** HANDLESET TRIM**PRODUCT NUMBER :** C-DXHTKIAL**USES/PURPOSE :**

Exterior trim for panic-bar (optional)
Thumbpiece & keyed (Handleset keyed)
Keyed
Access from outside free or with key
12"H X 3"W

FINISH AL* Aluminum

EXTERIOR HANDLE



NAME : STRAIGHT RETURN LEVER TRIM

PRODUCT NUMBER : C-DXBLPSCR

USES/PURPOSE :

Exterior trim for panic-bar (optional)

Lever passage style (no key)

No key

No access from outside, dummy trim to standardize outside look

FINISH CR* Satin chrome



NAME : STRAIGHT RETURN LEVER TRIM

PRODUCT NUMBER : C-DXBLLRKICR

USES/PURPOSE :

Exterior trim for panic-bar (optional)

Lever classroom style (remain clock or unlock)

Keyed

Access from outside free or with key

FINISH CR* Satin chrome



NAME : STRAIGHT RETURN LEVER TRIM

PRODUCT NUMBER : C-DXBLSTKICR

USES/PURPOSE :

Exterior trim for panic-bar (optional)

Lever storeroom style (access with key only)

Keyed

Access from outside with key only

FINISH CR* Satin chrome



NAME : PULL PLATE TRIM

PRODUCT NUMBER : C-DXFPKNSS

USES/PURPOSE :

Exterior trim for panic-bar (optional)

Finger pull plate, cylinder not included

Keyed (cylinder sold separately, C-DXRC2CR)

Access from outside with key

FINISH SS* Satin stainless steel



NAME : RIM CYLINDER

PRODUCT NUMBER : C-DXRC2CR

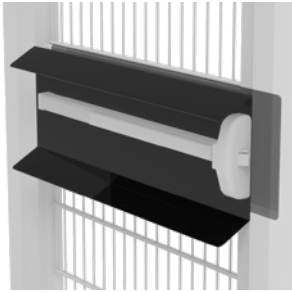
USES/PURPOSE :

Exterior trim for panic-bar (optional)

Rim cylinder for pull plate trim C-DXFPKNSS

FINISH CR* Aluminum

PANIC AND KICK PLATES



NAME : BENDED PANIC PLATES

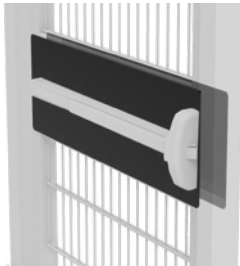
PRODUCT NUMBER : N/A

USES/PURPOSE :

Included with panic-bar
Plates 11.5" height or 14" height according to exterior trim
Welded on gate frame
Prevent access to a panic bar from the exterior

Caution: Not recommended for young kids as bent portions might cause injury if running into them. Use CUSTOM STRAIGHT PANIC PLATES in a custom size for alternative option with additional security

FINISH Gate color



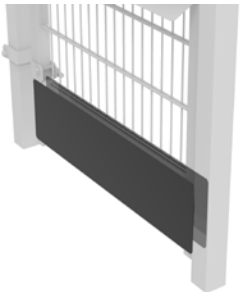
NAME : CUSTOM STRAIGHT PANIC PLATES

PRODUCT NUMBER : N/A

USES/PURPOSE :

Included with panic-bar
Plates 11.5" height or 14" height according to exterior trim
Welded on gate frame

FINISH Gate color



NAME : KICK PLATE

PRODUCT NUMBER : C-KICKPLATE

USES/PURPOSE :

Solid steel plate 9.5"H welded on interior and exterior of gate
When high abuse or additional security is an issue. Solid steel plate at the bottom of both sides of gate. Can also be used for ADA friendly fencing along sidewalk or ADA friendly gate

FINISH Gate color

CABLE SYSTEM & EXTENSION



NAME : CABLE FOR OVERSIZE GATE

PRODUCT NUMBER : C-GPSCSK

USES/PURPOSE :

Single swing gate

36" Extension sleeve to be vertically installed on gate side next to the hinge post with self-drilling screws

All parts have a galvanized finish except for the hinge and the sleeve that matches the gate finish

FINISH	BK* Black
	GV* Galvanized (optional)
	SP* Special color (optional)

TRANSOM



NAME : TRANSOM PANEL

PRODUCT NUMBER : Available upon request

USES/PURPOSE :

Optional section above the gate, attached to each gate post and is independent of the moving gate below.

Used on projects with no height restrictions to lower both cost and stress on gate post by transferring gate weight to latch post

FINISH	BK* Black
	GV* Galvanized (optional)
	SP* Special color (optional)

NAME : TRANSOM TUBING

PRODUCT NUMBER : Available upon request

USES/PURPOSE :

Optional section above the gate, attached to each gate post and is independent of the moving gate below.

Used on projects with no height restrictions to lower both cost and stress on gate post by transferring gate weight to latch post

Use widely to install overhead door closer

Can be use with panic-bar vertical lock rod on single or double swing gate

FINISH	BK* Black
	GV* Galvanized (optional)
	SP* Special color (optional)

OVERHANG



NAME : OVERHANG PANEL

PRODUCT NUMBER : Available upon request

USES/PURPOSE :

Safety device

Increase difficulty to climb over the gate

Offered to increase security on a project.

Can be used with various angles for the bend as well as length. Post is one piece and bent at top on most projects, but overhang can be attached to a sleeve.

FINISH	BK* Black
	GV* Galvanized (optional)
	SP* Special color (optional)

NAME : OVERHANG BARB WIRE

PRODUCT NUMBER : Available upon request

USES/PURPOSE :

Safety device

Increase difficulty to climb over the gate

Wire not provided by Omega

Custom V-shaped sleeve available upon request

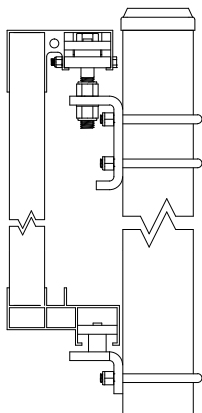
When single barbed wire sleeve is used, post caps are omitted

FINISH	BK* Black
	GV* Galvanized (optional)
	SP* Special color (optional)

SPECIAL HARDWARE

CANTILEVER GATE HARDWARE

SINGLE TRACK



NAME : SINGLE TRACK GATE HARDWARE

PRODUCT NUMBER : C-CGHWSBK

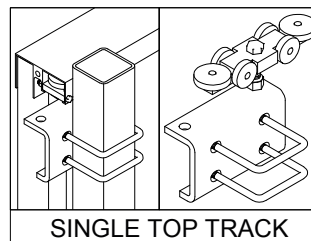
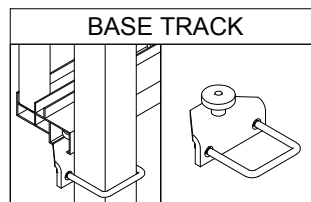
USES/PURPOSE :

Single track cantilever gate accessories & hardware

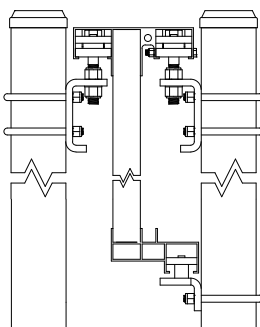
Only available for 4" posts.

Not to be used when gate is motorized

FINISH	BK* Black
	GV* Galvanized (optional)
	SP* Special color (optional)



DUAL TRACK



NAME : DUAL TRACK GATE HARDWARE

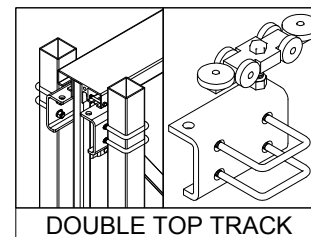
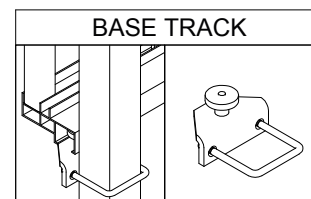
PRODUCT NUMBER : C-CGHWDBK

USES/PURPOSE :

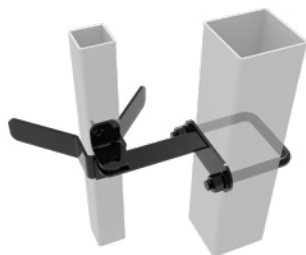
Dual track cantilever gate accessories & hardware.

Used for surface mounted posts, heavy or oversized gates and gates that are motorized

FINISH	BK* Black
	GV* Galvanized (optional)
	SP* Special color (optional)



CATCHER / RECEIVER



NAME : SINGLE GATE CATCHER/RECEIVER KIT

PRODUCT NUMBER : On request only, included in C-CGHWSBK or C-CGHWDBK

USES/PURPOSE :

Standard latch system for single cantilever gate
To be used with a padlock

FINISH	BK* Black
	GV* Galvanized (optional)
	SP* Special color (optional)



NAME : DOUBLE GATE CATCHER/RECEIVER KIT






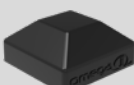








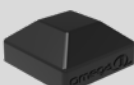



PRODUCT NUMBER : On request only, included in C-CGHWSBK OR C-CGHWDBK

USES/PURPOSE :

Standard latch system for single cantilever gate
To be used with a padlock

























FINISH	BK* Black
	GV* Galvanized (optional)
	SP* Special color (optional)

 OMEGA ARCHITECTURAL	 ELITE, EVOLUTION, SECUR	 OMEGA MAX	 OMEGA 10, OMEGA 20	 OMEGA 80, OMEGA 100	 OMEGA CLASSIC	 UNIK PERFORATED PANELS
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KIT	DESCRIPTION										
C-HDWG3SBK	SINGLE GATE HARDWARE KIT 3" POST - BLACK	 2xC-20P3KBK	 1xC-20L3KBK	 2xC-CAP2ALBK							
C-HDWG4SBK	SINGLE GATE HARDWARE KIT 4" POST - BLACK	 2x20P4KBK	 1xC-20L4KBK	 2xC-CAP2ALBK							
C-HDWG6SBK	SINGLE GATE HARDWARE KIT 6" POST - BLACK	 2xC-20P6KBK	 1xC-20L6KBK	 2xC-CAP2ALBK							
C-HDWGLSKBK	SINGLE GATE LOUVER HARDWARE KIT OPG MAX 6' & 3" POST - BLACK	 2xC-LOC3DM	 1xC-DDLLDAB	 2xC-CAP2ALBK							
C-HDWGLLSKBK	SINGLE GATE LOUVER HARDWARE KIT MORE 6' OPG - BLACK	 2xC-GBMU4D20PG	 1xC-DDLLDAB	 2xC-CAP2ALBK							
C-HDWWSBK	SINGLE GATE WALL MOUNTED HARDWARE KIT - BLACK	 2xC-20PWKBK	 1xC-20LWKBK	 2xC-CAP2ALBK							

GALVANIZED KIT ON REQUEST ONLY

OMEGA
ARCHITECTURALELITE, EVOLUTION,
SECUROMEGA
MAXOMEGA 10,
OMEGA 20OMEGA 80,
OMEGA 100OMEGA
CLASSICUNIK PERFORATED
PANELS

KIT	DESCRIPTION										
C-HDWG3DBK	DOUBLE GATE HARDWARE KIT 3" POST - BLACK	 4x20P3KBK	 1x20L2KBK	 1x20BECKBK	 4xCAP2ALBK						
C-HDWG4DBK	DOUBLE GATE HARDWARE KIT 4" POST - BLACK	 4x20P4KBK	 1x20L2KBK	 1x20BECKBK	 4xCAP2ALBK						
C-HDWG6DBK	DOUBLE GATE HARDWARE KIT 6" POST - BLACK	 4x20P4KBK	 C-20L2KBK	 1x20BECKBK	 4xCAP2ALBK						
C-HDWGLDKBK	DOUBLE GATE LOUVER HARDWARE KIT OPG MAX 12' - BLACK	 4xLOC3DM	 1xDDLLDAB	 1xLOCKDQF	 4xCAP2ALBK						
C-HDWGLLDKBK	DOUBLE GATE LOUVER HARDWARE KIT MORE 12' OPG - BLACK	 4xGBMU4D20PG	 1xDDLLDAB	 1xLOCKDQF	 4xCAP2ALBK						
C-HDWWDBK	DOUBLE GATE WALL MOUNT- ED HARDWARE KIT - BLACK	 4x20PWKBK	 1x20L2KBK	 1x20BECKBK	 4xCAP2ALBK						

GALVANIZED KIT ON REQUEST ONLY

*The last 2 letters of the part codes show the selected finish of the product kit, for special color projects (SP), the small hardware remains in galvanized or stainless steel finish.
Omega gates can be modified to receive almost any hardware chosen by the customers. Make, model and footprints will be required.

Omega II®

FENCE SYSTEMS

1735 St-Elzear Blvd. West, Laval, QC Canada H7L 3N6
www.omegatwo.com | customerservice@omegatwo.com
 T 450 686-9600 | 1 800 836-6342



COMPLIANT TO
ASTM F2919
STANDARD

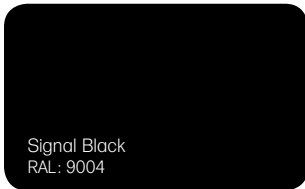


We reserve the right to change or modify content, specifications, features, products, options, dimensions, and materials at any time without notice or obligation.
All dimensions and measurements are approximate and may vary from actual products.

Omega II Fence Systems is a trademark of Metaltech-Omega inc.

Pick a color!

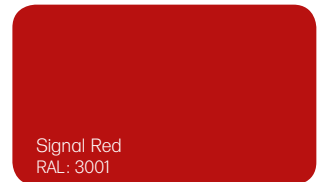
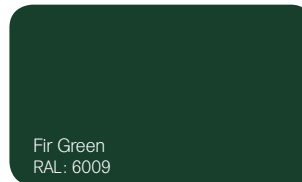
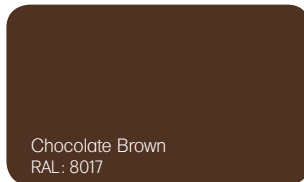
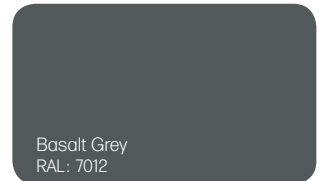
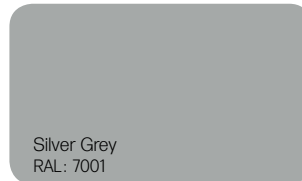
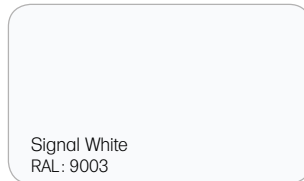
STANDARD COLOR



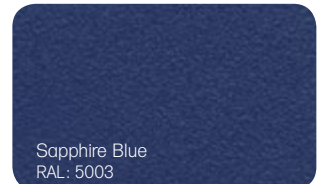
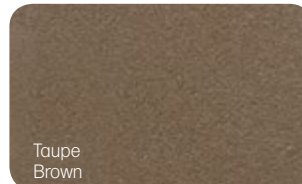
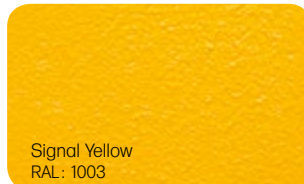
Choose from our **standard** and **optional colors** or **hundreds** of custom colors from the **RAL** selection. Select **light colors**, such as white or yellow, and be seen from **a distance**. **Darker colors**, such as brown or green, **blend** with the **background**.

OPTIONAL COLORS*

GLOSS



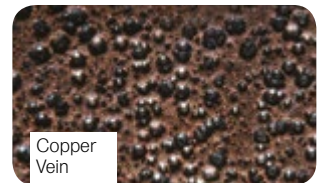
TEXTURED



METALLIC



VEIN



CORTEN STEEL LOOK



Most RAL colors are available.



1735 St-Elzear Blvd. West,
Laval (Quebec) Canada H7L 3N6
T 450 686-9600 | **1 800 836-6342**
F 450 681-7905
www.omegatwo.com
customerservice@omegatwo.com

* Additional charges will apply.

Color samples on this card are representative only and may vary from current gloss, color and texture. Please contact us if a metal sample is required.

10. H. Consideration of Design Services for electrical utilities contact with QKA

Recommendation

That the board approve the contract with QKA for design services for electrical utilities

Supporting Documents



Harmony Utilities Proposal - Edits 04082025



Harmony Contract - Edits 04082025



QUATTROCCHI KWOK
ARCHITECTS

March 25, 2025

Matthew Morgan
Superintendent/Principal
Harmony Union School District
1935 Bohemian Highway
Occidental, CA 94565

RE: Harmony School Utility Upgrades
Project No. 2460.00

Matthew,

We are pleased to present this proposal for design services for the upgrade to the site electrical utilities at Harmony School. It is our understanding from our site walk with you that the project includes a full electrical service upgrade along with a new fenced off utility yard as well as other electrical service upgrades on the campus. Additional items within the utility yard will include space for additional propane tanks, space for the two generators that the District has already purchased, as well as space for future battery storage.

It was indicated that there is not an established construction budget for this project. Based on our understanding of the scope from our site walk, we propose a fixed fee of \$50,200, plus reimbursable services billed at 110% of costs. We request an initial authorization of \$3,000 for authorized reimbursable expenses.

Inclusions:

1. Our basic services include the following consultants: Electrical, Structural and Mechanical Engineers to determine what the electrical loads will be to replace gas fired units with all electrical units (future project).

Exclusions:

1. Cost estimates: If cost estimates are desired, we can add it as a supplemental service.
2. It is assumed that we will not need any other consultants at this time, and they are excluded from the basic services fee in this proposal. If additional consulting services such as estimating services are desired, related fees will be requested in writing.

MAIN:

636 Fifth Street, Santa Rosa, CA 95404

EAST BAY:

55 Harrison Street, Suite 525, Oakland, CA 94607

707.576.0829

A California Corporation

www.qka.com

3. ADA improvements. We request a preliminary meeting with DSA to see if this project can qualify for an access exemption. If DSA requires Accessibility improvements, we will identify the required work and request supplemental services to include those in the project.

If authorized to proceed this month, we will do our best to complete the design of the project to allow for construction to begin as soon as the summer 2026 while school is out of session.

If this adjustment is acceptable to you, please sign and return one copy of the letter to the attention of our Contracts Manager, Carol Tonelli, carolt@gka.com at your earliest convenience. Please let us know if you have any questions.

Sincerely,



Kevin Chapin

Accepted on behalf of the District:

Matthew Morgan, Superintendent/Principal

Date

cc:

AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for architectural services (“Agreement”) is made and entered into by and between the Harmony Union School District (“District”) and Quattrocchi Kwok Architects, (“Architect”).

Whereas, the District proposes to undertake the construction of the projects described below which require the services of a duly qualified and licensed architect with expertise in the area of school construction;

Whereas, the Architect is licensed to practice architecture in the State of California (License No. 31640) and represents that the firm is qualified to provide the services required by the District; and

Whereas, this Agreement sets forth the terms and conditions for the provision of such services.

Now, therefore, it is hereby agreed:

1. AGREEMENT

District retains Architect to perform, and Architect agrees and undertakes to provide to District, for the consideration and upon the terms and conditions set forth below, the architectural services specified in this Agreement and those related services incidental thereto.

2. PROJECT DESCRIPTION AND SCHEDULE

a. Project Description: Architectural services shall be provided for the planning, development and new construction for the Harmony School Utility Upgrade Project (“Project”), which is described in **Exhibit A**, Project Description and Schedule, attached hereto and incorporated by this reference. The Project is located at 1935 Bohemian Highway Occidental, California.

b. Project Schedule: Included in Exhibit A is the Project Schedule indicating duration and milestone dates for key Project tasks. Architect shall perform services consistent with the Project Schedule as required by Paragraph 19, Time Schedule. Architect shall regularly report to District, not less frequently than once a month, and when the District requests, on actions required to meet milestone schedule dates and shall recommend further adjustments to the Project Schedule, if and when needed.

3. TERM OF AGREEMENT

The term of this Agreement begins with execution of the Agreement by the parties and ends upon completion of services under the Agreement, unless terminated sooner. Should none of the services stated herein be commenced within sixty (60) days from the date of execution, this Agreement is void.

4. COMPENSATION

As compensation for Architect's services, District shall pay Architect as follows:

a. Basic Services: For all "Basic Services," which are listed in Paragraph 5, below, and as specified in **Exhibit B**, Tasks and Responsibilities, attached hereto and incorporated by reference, the Architect shall receive compensation in an aggregate amount not to exceed the amount to be determined the parties in writing as the project scope and fees are established. **Exhibit C**, Compensation and Schedule of Hourly Billing Rates, is attached hereto and incorporated by reference.

b. Additional Services: For all "Additional Services," which are defined to mean authorized services in addition to the Basic Services, compensation shall be agreed upon by the parties in writing prior to performance of any such Additional Services by Architect, and may be a flat fee or hourly fee based on Architect's standard hourly rates, as set forth in Exhibit C, with necessary consultants at 1.10 times cost. Only the District's Superintendent may authorize Additional Services or changes to previously authorized Additional Services. Each such authorization must be in writing and shall be effective only after formal Board approval or ratification. Architect understands that no other District employees are authorized to order or approve either Additional Services or changes to previously authorized Additional Services. Failure of the Architect to secure proper authorization for Additional Services or changed services shall constitute a waiver of any and all right to adjustment in the contract price, and Architect shall not be entitled to compensation for any such unauthorized services.

c. Reimbursable Expenses: "Reimbursable Expenses" include expenses incurred by Architect and Architect's employees and consultants in the interest of the Project which fall within the categories listed below in this Paragraph 4.c. Payment of Reimbursable Expenses in excess of the total estimated reimbursable expenses set forth in Exhibit C is subject to prior written approval by District. Reimbursable expenses shall be itemized and presented monthly by Architect to District for payment upon approval. Reimbursable expenses shall be compensated at 1.10 times the actual cost of the expense as follows:

X Reasonable expenses for authorized travel in connection with the Project except for travel within the District or as otherwise agreed and set forth in writing in Exhibit C hereto.

 X Reasonable expense of interim and final reproductions, plotting, postage and handling of drawings, specifications and other Project documents including those for use of Architect and its consultants.

 X Long distance telephone expense related to the Project.

 X Actual and necessary agency or permit fees for the Project, if any, paid by Architect on behalf of District.

d. Payments: District shall pay Architect monthly, in arrears, as follows:

(1) Progress Payments: Payments for Basic Services shall be made monthly in proportion to services performed within each phase as reasonably determined by District up to the following amounts (or as otherwise agreed and set forth in writing in Exhibit C):

<u>Upon Completion Of</u>	<u>Percentage Of Total Fees</u>	<u>Cumulative Percentage Of Total Fees</u>
Schematic Design Phase	0	0
Design Development Phase	0	0
Construction Documents Phase	73	73
DSA Approval	02	75
Bid Phase	05	80
Construction Phase	15	95
DSA Close Out	05	100

(2) Additional Services: Payments for Additional Services shall be made monthly, proportionate to the degree of completion, or as the parties specify in writing when the services are authorized.

(3) Monthly Invoices and Payment. Architect shall submit a monthly invoice to the District which itemizes the services performed during the billing period, method of computation, and amount payable. Architect shall format the invoice in accordance with the reasonable instructions as the Business Manager of the District may deliver to Architect in order that each invoice clearly discloses, as the Business Manager may require, the following:

- (i) Identification of the phase of the work to which the item belongs;

- (ii) Any information the District may require in order to satisfy the requests and requirements of the District's auditor(s);
- (iii) Any itemization or information which the District requires in order to complete worksheets provided or required by the Office of Public School Construction and/or other governmental agencies with jurisdiction over the scope of work; and Architect shall be paid monthly in the usual course of District business after the invoice has been approved by District's authorized representative. Architect shall be paid for all undisputed amounts within thirty (30) days from receipt of approved invoice.

(4) **Payment Upon Termination:** If District terminates this Agreement at any time, with or without cause, Architect shall, upon notice of such termination, promptly cease all services. Architect's total fee for all services performed shall be computed to cover the services actually and satisfactorily performed to the date of such notice.

5. BASIC SERVICES

Architect's Basic Services shall consist of the following items and the items specified in Exhibit B hereto:

- a. **Schematic Design Phase:** Not used as part of this Project.
- b. **Design Development Phase:** Not used as part of this Project.
- c. **Construction Documents Phase:** From the approved design development documents, Architect shall prepare complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical systems and utility-service-connected equipment and site work, all for written approval by District. With assistance from the District, and using the forms approved by the District and by the District's legal counsel, Architect shall prepare the bidding information, bidding forms, and the construction contract documents. **Bid and contract forms and documents must be submitted to District's legal advisor for review and approval at least ten (10) working days prior to proposed publication or distribution.** Architect shall assist District in filing any documents needed for obtaining the approval of any governmental authorities or other agencies having jurisdiction over the Project. Architect shall include with the delivery of the final form of construction documents Architect's final statement of probable construction cost based on adjustments to previous estimates indicated by changes in requirements or general market conditions. When the Project involves a school building, Architect shall make best efforts to ensure that the construction documents receive all required DSA - approval prior to bidding and shall ensure that DSA approval is obtained prior to Board approval of the construction contract.

d. Bid Phase: Following District's approval of the construction documents and District's acceptance of Architect's final estimate of probable construction costs, Architect shall reproduce the plans, specifications and construction contract documents in the required number and assist District in dissemination of plans, specifications and construction contract documents among interested contractors; in obtaining bids, and in award and preparation of the construction contract and the notice to proceed. Architect shall schedule advertising and bidding sufficiently in advance of the regular meeting of District's Governing Board to allow time for any bid protest that may arise to be handled in conformance with the approved bid protest procedures.

e. Construction Phase: The construction phase shall begin upon award of the construction contract and shall end sixty (60) days after the filing of the Notice of Completion. During this phase, Architect shall:

(1) Provide general administration of the construction contract, coordinating such services with the District's construction manager as directed by District, if applicable.

(2) Advise and consult with and serve as representative of District in dealings with the contractor. Architect shall have authority to act for District to the extent provided in the construction contract. However, all change orders affecting price shall be approved or ratified by the Governing Board of the District.

(3) Provide general direction to any Project inspector employed by and responsible to District as required by applicable law.

(4) Assist the District to direct the contractor in the preparation of a set of drawings showing the exact location and depth of buried utility lines and any other subsurface structures (as-built dimensions) which Architect shall cause to be delivered to District upon completion of the Project.

(5) Visit the Project site at intervals appropriate to the stage of the contractor's operations in order to maintain familiarity with the progress of work and to determine in general that the contractor's work complies with the DSA approved plans and specifications and that the work, when fully completed, will be in accordance with the contract documents. Such visits and determinations are to be distinguished from the continuous inspection provided by a project inspector required by law for public school construction. Architect shall neither have control over nor charge of, nor be responsible for, the contractor's construction sequences or procedures nor for safety precautions and programs in connection with the contractor's work

(6) Make such regular oral and/or written reports as shall be required by District or by any other applicable reviewing or licensing agencies.

(7) Review schedules, shop drawings, samples and other submissions of the contractor for general compliance with design and the contract specifications and timely notify the contractor and District of matters which may affect the construction schedule.

(8) Promptly notify District in writing of deviations known or observed by Architect in the contractor's work or materials or both which do not conform to the contract documents. Upon instructions from the District representative, Architect shall reject any work or materials or both which do not so conform. Architect shall promptly inform District what further work, installation of conforming materials, or testing of proposed substitute materials, whichever may be applicable, may be required. Upon instructions from District representative, further work, conforming materials, or substitute materials, whichever may be applicable, shall be required of the contractor if determined by Architect to be necessary to carry out the intent and purposes of the contract documents and the project, based on Architect's reasonable professional judgment. Architect shall not be responsible for the contractor's failure to perform the work in accordance with the requirements of the contract documents. Architect shall be responsible for Architect's negligent acts, errors and omissions, but shall not have control over or charge of and shall not be responsible for the intentional acts, errors or omissions of the contractors, subcontractors, or their agents or employees, or of any other persons or entities performing portions of the construction work.

(9) Architect shall promptly notify District of any significant defect that an architect exercising reasonable professional judgment in the course of maintaining familiarity with the construction work would detect in materials, equipment, or workmanship which comes to Architect's attention and of any known or observed default by the contractor in the orderly and timely progression or prosecution of the work.

(10) Examine and verify the contractor's applications for payments including reviews of the status of the contractor's record drawings and approve the issuance of certificates for payment for work completed in the amount Architect determines is proper under the contract documents. Architect's approvals shall constitute representations to the District, based on the Architect's professional evaluation of the contractor's work and on the data comprising the contractor's applications for payment, that the contractor's work has progressed to the points indicated and that, to the best of Architect's professional knowledge, information and belief, the quality of the contractor's work is in accordance with the contract documents. Architect's approvals shall not be representations that Architect has (a) made exhaustive or continuous on-site inspections to check the quality or quantity of the contractor's work, (b) reviewed construction means, methods, techniques, sequences or procedures, (c) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by District to substantiate the contractor's rights to payment, or (d) ascertained how or for what

purpose the contractor has used money previously paid on account of their contract sums.

(11) Prepare and/or review any necessary change orders for approval by the contractor, District and all applicable governmental agencies, including review of the contractor's pricing requests.

(12) After notice and approval by District, Architect shall have authority to reject work that does not conform to the contract documents. Architect shall have authority to require inspection or testing of the work in accordance with the provisions of the contract documents, whether or not such work is fabricated, installed or completed. However, neither this authority of Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of Architect to the contractor, subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the work.

(13) Architect shall review and approve or take other appropriate action upon the contractor's submittals such as shop drawings, product data and samples, for the purpose of checking for conformance with information given and the design concept expressed in the contract documents. Architect shall respond to contractor's requests for information relating to the construction documents. Architect's action shall be taken with such reasonable promptness as to cause no delay in the contractor's work or in the activities of District or of separate contractors or subcontractors, while allowing sufficient time in Architect's professional judgment to permit adequate review. If at any time it appears that the time required for such review may result in a delay, Architect shall promptly notify District of the possibility of delay, and exercise best efforts to avoid or minimize such delay. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor as required by the contract documents. Architect's review shall not constitute approval of safety precautions nor, unless otherwise specifically stated by Architect, of construction means, methods, techniques, sequences or procedures. Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(14) Architect shall interpret and attempt to resolve matters concerning performance of District and the contractor under the requirements of the contract documents on written request of either District or the contractor. Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. Interpretations and decisions of Architect shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in writing or in the form of drawings.

(15) District shall require each contractor to provide District with record drawings indicating the location and size of all underground or imbedded construction and utility connections or other subsurface structures or installations not covered in the original drawings, change orders, supplemental drawings, or shop drawings. District shall require the contractor to record such construction on reproducible drawings furnished to the contractor by District. Architect shall review the contractor's completed record drawings for general completeness based on Architect's site visits. Such a review by Architect shall not relieve the contractor of its responsibility for the accuracy or completeness of the information recorded.

(16) Provide a color schedule of all finished materials in the project for District's review and approval.

(17) Make final detailed on-site review of the work with representatives of District and contractor, including preparation of punch list.

(18) Collect from contractor and deliver to District all written guarantees, warranties, instruction books, diagrams, charts and as-built drawings as defined in the bid documents which are required of and assembled by contractor.

(19) Determine the date of final completion based on full completion of all punch list items and all requirements of the Project contract, and issue Architect's certificate of completion and final certificate for payment.

f. Post-construction Phase: After completion of Construction Phase services, Architect shall be available for reasonable consultation relating to the Project and the plans drawn by Architect and any disputes related thereto. At the request of the District, Architect shall provide to the District a written detailed analysis of Contractor claims as they relate to the plans and specifications. Architect shall attend meetings, at the request of District, relating to: completion of any punch list or lists; any claim by the contractor or any subcontractor of extra work or delay due to the plans, alleged design flaws, alleged insufficient drawings, or the construction contract administration by Architect; or any other matter germane to the completion of the Project over which Architect had general or specific control or responsibility. Architect shall assist District in compiling information necessary for Project closeout and, if applicable, shall promptly take all necessary steps, within the Architect's control, to obtain a DSA closeout letter for the Project. Services after notice of completion that are not covered by this subparagraph shall be compensated as Additional Services.

g. Responsibility for Construction Costs:

(1) District's budget for the Project may include a contingency of ten percent (10 %) over and above any estimate of construction cost or evaluation prepared or agreed to by Architect

(2) Evaluation of District's budget for the Project, preliminary estimates of the probable construction cost and any updated estimates of the probable construction cost prepared by Architect represent Architect's best judgment as a design professional familiar with the construction industry. The parties recognize, however, that neither Architect nor District has control over the cost of labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from District's budget for the Project or from any estimate of construction costs or evaluation prepared or agreed to by Architect.

(3) In preparing estimates of construction cost, the Architect shall include reasonable contingencies for design, bidding and price escalation as agreed to by the District.

(4) If bidding or negotiating has not commenced within sixty (60) days after Architect submits the construction documents to District, following review and approval by District's legal counsel, any Project budget shall be adjusted to reflect changes, if any, in the general level of prices in the construction industry.

(5) Should the lowest responsible bid received exceed Architect's final estimate of probable construction costs as accepted by District by more than ten percent (10%), District may:

- (a) award the contract and proceed with the Project;
- (b) authorize rebidding of the Project within a reasonable time;
- (c) cancel the Project and terminate this Agreement in accordance with Paragraph 13; or
- (d) direct Architect to revise the Project scope and quality as required to reduce the construction cost.

(6) If District chooses to proceed under item 5(d) above, Architect shall as part of Basic Services make any changes in plans and specifications necessary to bring new bids within ten percent (10%) of such estimated cost. The modification of the contract documents shall be the limit of Architect's responsibility arising out of the estimate of probable construction cost. Architect shall be entitled to compensation in accordance with this Agreement for all services satisfactorily performed to date whether or not the Construction Phase is commenced.

(7) If the lowest responsible bid exceeds the final estimate of probable construction cost by less than 10% and District chooses to require revising the Project scope and quality to reduce the construction cost, Architect's services to make such revisions shall be compensated as Additional Services.

h. Consultants and Staff: District and Architect agree that the professional services under this Agreement require adequate staffing and continuity of qualified people. All key staff listed below have been approved by District and Architect and may not be changed without prior written approval of the District except when such staff cease to work for Architect. If District finds the performance of an approved individual not acceptable, District shall notify Architect who shall then take necessary corrective action. If unable to correct performance to District's satisfaction, Architect shall make appropriate staffing changes acceptable to the District.

<u>Position</u>	<u>Individual</u>	<u>Firm</u>
Principal in charge	Kevin Chapin	QKA
Project Designer	Juliano Sorondo	QKA
Principal Engineer, Structural	Chris Warner	ZFA
Principal Engineer, Mechanical	Chris Del Core	Costa
Principal Engineer, Electrical	Pieter Colenbrander	OM&M

(1) All engineers and experts and consultants employed by Architect not listed herein shall be approved in writing in advance by District prior to their engagement. Architect shall supervise and shall be responsible for the work of consultants hired by Architect. Architect shall confer and cooperate with landscape architects, educational planners, and other professional consultants employed by District.

(2) Architect shall require each engineer and consultant listed above, prior to commencing any services relating to the Project, to provide District with evidence that each such engineer or consultant has in effect a policy of comprehensive general liability insurance, with the same limits, endorsements and requirements as specified in Paragraph 9 of this Agreement.

(3) Architect, as part of the Basic Services, shall furnish, at Architect's own expense, all draftsmen and clerical personnel necessary to perform the services described herein.

(4) Architect shall promptly notify District of reassignment or replacement of engineers, consultants and experts specified above. Architect shall also notify District of staff changes of all other key personnel working on the Project.

i. Modifications: Architect shall not make modifications to plans, designs or specifications which would increase the size or scope of the project or which would increase the probable cost of construction, without the prior express written instruction of District. Before performing any substantial work on any modification or change in design, plans or specifications, Architect shall notify District in writing of the amount of any increase in the

probable cost of construction due to any such proposed modification or change. To the extent required, Architect shall obtain DSA approval for the modification.

j. Consultation: Architect shall consult as necessary with representatives of District and with representatives of any funding, licensing, or reviewing agencies or organizations concerned in the Project throughout the planning and construction of the Project and the post-construction phase noted above.

6. ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT

The following services are not included in the Basic Services. These services shall be provided by Architect if authorized in writing by District, and shall be compensated as Additional Services.

- a. Analyses of District's needs, and programming requirements of the Project .
- b. Financial feasibility or other special studies.
- c. Planning surveys, site evaluations, environmental studies or comparative studies of prospective sites that are identified by the parties in writing as Additional Services.
- d. Design services relative to future facilities, systems and equipment that are not intended to be constructed as part of the Project or as later phases related to the Project.
- e. Services to investigate existing conditions or facilities or to make measured drawings thereof, or to revise or verify the accuracy of drawings or other information furnished by District.
- f. Detailed quantity surveys or inventories of material, equipment and labor.
- g. Services required for or in connection with the selection of furniture and furnishing or equipment or articles not included in the construction contract.
- h. Services for planning tenant or rental spaces. Preparing contract documents required in connection with temporary housing during or related to construction.
- i. Revisions to drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given or are due to causes beyond the control of Architect.
- j. Preparing supporting data and other services such as extra drawings, estimates, studies, correspondence and presentations in connection with change orders if the change in the basic compensation resulting from the adjusted contract sum is not commensurate with the services required of Architect.

k. Investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by District.

l. Consultation concerning replacement of any work damaged by fire or other cause during construction.

m. Professional services made necessary by the failure of performance, termination or default of the contractor or a subcontractor or by major defects in the work of the contractor or a subcontractor in the performance of the construction contract except as provided in paragraph 5(f).

n. Preparing a set of reproducible record prints of drawings showing significant changes in the work made during the construction process, based on marked-up prints, drawings and other data furnished by the contractor to Architect.

o. Ongoing services if the agreed upon initial construction schedule is exceeded by more than thirty (30) days through no fault of the Architect.

p. As requested by the District in writing, preparing to serve or serving as an expert witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, that does not pertain in any way to Architect's services under this Agreement.

q. Any other services not otherwise included in this Agreement and not customarily furnished in accordance with generally accepted architectural practice.

r. Preparation time and materials for presentation to community for all required community meetings in excess of four, excluding District board meetings.

s. Drawings and documents required for the demolition process if not part of the Project.

t. Services for the following disciplines: detailed cost estimating, acoustical engineering, signage and graphics (other than for code-required signage), energy management, food service, off-site civil engineering, and security engineering.

u. Special presentation models, renderings or mock-ups.

v. Changes to previously prepared documents other than those changes for which Architect should have reasonably foreseen, due to enactment or revisions of codes, laws or regulations or changes in official interpretations.

w. Seeking variances or changes to agency guidelines on behalf of District when so directed by District.

x. Formal value engineering and detailed life-cycle cost analyses beyond those normally provided or required to meet the approved construction budget.

y. Preparation of design and documentation for alternate bid or proposal requests by District when not required to meet the approved construction budget.

z. Preparing District-generated addenda during the Bidding Phase other than those needed to clarify the construction documents.

aa. Assistance with environmental and EIR studies other than those which would normally be required to complete Architect's Basic Services

bb. Coordination of construction performed by District's own forces or coordination in connection with equipment supplied by District and not reflected within the contractor's construction costs.

cc. Providing assistance in the utilization of any equipment or system such as preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

dd. Services related to furniture, furnishings, equipment or other articles incorporated in to the construction documents by Architect and not included in the construction contract.

ee. Services related to manufactured relocatable buildings specified or coordinated by Architect and not included in the construction contract.

ff. If the Project is suspended by District for more than ninety (90) consecutive days through no fault of Architect, the parties shall negotiate equitable adjustment to Architect's compensation due to such suspension.

7. RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

a. Make available to Architect all necessary data and information concerning the purposes and requirements of the Project, including realistic scheduling and budget limitations and a program which sets forth District's objectives, space requirements and relationships, site requirements, facilities standards, special equipment and systems.

b. Upon Architect's request, furnish Architect with a survey in an electronic CADD format approved by Architect of the Project site prepared by a registered surveyor or civil engineer which shall indicate legal limitations, existing structures, land features, improvements, sewer, water, gas, electrical and utility lines and locations including inverts and depths, topographical information and boundary dimensions of the site, and provide a soils investigation report, if required by law, and a geological report.

- c. Pay all fees required by any reviewing or licensing agency.
- d. Designate one or more representatives authorized to act as liaison between Architect and District in the administration of this Agreement and the construction contract.
- e. Furnish at District expense the services of any Project inspector agreed to or required by law.
- f. Review all documents submitted by Architect and notify Architect of decisions thereon within a reasonable time after submission.
- g. Issue any orders to contractors through Architect or with notice to Architect.
- h. Notify Architect in writing of any deficiencies in material or workmanship becoming apparent to the District during the contractor's guarantee period.
- i. Retain a testing service for materials testing and inspection as required by the Department of General Services, Division of State Architect, Office of Regulatory Services, Title 24 of the California Code of Regulations, and the Uniform Building Code with California.
- j. Provide copies of floor plans of existing buildings to be remodeled, if applicable and if available.

8. INDEMNITY

To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, Architect shall defend, hold harmless, and indemnify the District, its Board of Trustees, its agents, officers, officials, and employees from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, attorney fees and other costs of litigation, arising out of, pertaining to, or relating to, Architect's negligence, recklessness or willful misconduct in the performance of the services required in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of District.

9. INSURANCE

Architect, at Architect's sole cost and expense, shall maintain at all times during the life of this Agreement, personal injury and property damage insurance for all activities of Architect and its employees, agents and consultants arising out of or in connection with this contract, written on a comprehensive or commercial general liability form, in an amount no less than \$2,000,000

combined single limit personal injury and property damage for each occurrence in an annual aggregate of no less than \$4,000,000 or as may be agreed upon in writing between District and Architect. Such insurance must be written by an admitted company or companies licensed to do business in the State of California at the time the policy is issued, and acceptable to District.

a. Endorsements: The general liability coverage specified above shall be endorsed with the following specific (or equivalent) language:

(1) The District is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for bodily injuries, deaths or property damage or destruction arising in any respect directly or indirectly in the performance of the Agreement.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverage afforded shall apply as though separate policies have been issued to each insured.

(3) The insurance provided herein is primary and no insurance held or owned by District shall be called upon to contribute to a loss.

(4) Coverage provided by this policy shall not be canceled or the dollar amount reduced without thirty (30) days written notice given to District.

b. Errors and Omissions Insurance: Architect shall maintain in force for the period covered by this Agreement, professional liability (errors and omissions) insurance covering Architect's activities, in the amount not less than \$2,000,000 with an insurance carrier satisfactory to District. In addition, to the extent that the activities and services of engineers or consultants retained by Architect are not covered under Architect's professional liability insurance, Architect shall require each engineer and consultant to obtain and maintain a policy of professional liability insurance in an amount of not less than \$2,000,000 with an insurance carrier satisfactory to District, before commencing services on the Project.

Architect shall provide a copy of the insurance policies to the District upon request, and the policies, or certificates thereof, must contain the provision that the insurance cannot be canceled until thirty (30) days after written notice of intended revocation has been given to District

c. Workers' Compensation Insurance: Architect and all engineers, consultants, and subcontractors Architect intends to employ shall maintain, for the period covered by this Agreement, workers' compensation insurance as required by California law, with an insurance carrier satisfactory to District, for all persons whom they may employ in carrying out the work contemplated under this Agreement. If Architect is self-insured, Architect shall furnish a valid Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento,

California. The policies represented by the certificates must contain the provision (and the certificates must so state) that the insurance cannot be canceled until thirty (30) days after written notice of intended revocation has been given to District.

d. Documentation: Prior to execution of this Agreement, Architect shall submit for District approval, certificates of insurance showing the limits of insurance provided and signed copies of the specified endorsements for each policy. At the time of making application for an extension of time, Architect shall submit evidence that the insurance policies will be in effect during the requested additional period of time.

e. Miscellaneous: If Architect or its consultants fails to maintain the required insurance, District may take out insurance to cover any damages for which District might be held liable on account of Architect's failure to pay such damages or to provide the required insurance coverage, and deduct and retain the amount of the premiums from any sums due Architect under the Agreement to the extent such a credit can be applied, and Architect, upon demand, shall immediately pay any difference to District. Nothing herein contained shall be construed as limiting in any way the extent to which Architect or any Architect's employees, agents, consultants, or subcontractors may be held responsible for payment of damages resulting from its operations.

10. ERRORS AND OMISSIONS:

In addition to any other remedy which may be available to District under this Agreement or under the laws of the State of California, District may require Architect to pay all reasonable costs made necessary and to the extent caused by any negligent or intentional error or omission of Architect or any subconsultant, including, but not limited to, costs for the removal or replacement of materials and labor or both, and Architect shall not receive any fee for any of its work performed in correcting said error or omission. Notwithstanding the foregoing, District shall pay for the cost of any actual materials and labor that were omitted for any reason, but only to the extent the contract price obtained from the contractor was lower by reason of the omission.

11. COMPLIANCE WITH LAWS

a. Architect's services and performance under this Agreement shall meet the standard of due care for architects in the community in which the Project is being constructed. Using reasonable professional judgment, Architect shall determine compliance with and interpretation of all applicable requirements of federal, state and local law including, but not limited to, the Uniform Building Code with California amendments, the Education Code, Title 19, and Title 24 of the California Code of Regulations, and all requirements prescribed by the California Department of General Services, as these codes and regulations may be amended from time to time. Conflicts of codes or regulations which should be disclosed, based on Architect's reasonable professional judgment and based on the Project schedule, scope of services or significance of the conflict, shall be made known to District and its legal advisor. District shall decide the course of action after recommendation, if any, by Architect and the legal advisor.

b. Architect and all engineers, and consultants retained by Architect in performance of this Agreement shall be licensed as required by law to practice in their respective professions.

12. RECORDS

Architect shall maintain all records concerning the Project for a period of four years after the completion of the third phase of the work of which the Project constitutes the first phase, or a longer term if there is litigation regarding the Project. Architect shall keep and maintain full and complete documentation and accounting records concerning all additional services performed that are compensable by other than a flat rate. Architect shall make such documents and records available to authorized representatives of District for inspection or audit at any reasonable time and shall provide copies thereof to District upon request.

13. TERMINATION OF CONTRACT

a. District shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Architect and upon compensation to Architect as set forth above. If District terminates this Agreement under this provision the parties shall be relieved of the remaining executory obligations of the Agreement except for such liability arising out of services performed prior to the date of termination.

b. District may, at its election, terminate this Agreement if Architect defaults in any material respect on any provision hereunder and fails to cure such material default within 15 days following written notice, or if the default cannot be cured within 15 days, fails to commence to cure such default within said 15 day period and thereafter diligently to prosecute such cure and complete the cure within a reasonable time following written notice and demand from District. If District terminates this Agreement based upon the material default of Architect, District shall be entitled to pursue any remedy available under the law against Architect including, without limitation, an action for damages for breach of contract.

c. Architect may, at its election, terminate this Agreement if District defaults in any material respect on any provision hereunder and fails to cure such material default within 15 days, or if the default cannot be cured within 15 days, fails to commence to cure such default within said 15 day period and thereafter diligently to prosecute such cure and complete the cure within a reasonable time following written notice and demand from Architect. If Architect terminates this Agreement based upon the material default of District, Architect shall be entitled to pursue any remedy available under the law against District, including, without limitation, an action for damages for breach of contract.

d. Upon termination of this Agreement for any reason, Architect shall promptly and without further cost or charge to District, deliver to District all of the documents and other work product relating thereto.

14. ARCHITECT AN INDEPENDENT CONTRACTOR

Architect and District agree that in the making and performance of this Agreement, Architect and its agents are independent contractors and are not and shall not be construed to be an officer or employee or partner or joint venturer of District.

15. STANDARDIZED MANUFACTURED ITEMS

Architect shall consult with and cooperate with District's staff in the use and selection of manufactured items to be used in the Project. Manufactured items, including, but not limited to, paint, finish, hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor covering, shall be standardized to District's criteria so long as the same does not materially interfere with building design. Architect is responsible for ensuring that any specification calling for a designated material, product, thing, or service by a specific brand or trade name is drafted in compliance with Section 3400 of the Public Contract Code and related provisions.

16. OWNERSHIP OF DOCUMENTS

All plans, including, but not limited to, record drawings, specifications, and estimates prepared by Architect pertaining to the Project pursuant to this Agreement shall be and shall remain the property of District. Nothing in this paragraph shall preclude District from using the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on or adjacent to the site.

Any use or re-use or modification of any portion of the plans, specifications, or estimates or other documents prepared by Architect under this Agreement by District or any other person with District's consent, for any purpose other than as contemplated in this Agreement, shall be at the sole risk of District and without liability to Architect, with no warranty of merchantability or fitness, and District shall indemnify, hold harmless and defend Architect and its officers, directors, agents, employees and consultants from all claims of any kind arising out of such use, re-use or modification of said plans, specifications, estimates or other documents prepared by Architect.

After the completion of this Project, Architect shall not permit any reproductions to be made of any District-owned documents without the written approval of District, which approval District may grant or withhold in District's absolute discretion, and shall refer all requests for such documents by other persons to District.

The Architect and District shall have the right to include photographic or graphic representations of the design of the Project among their respective promotional and professional materials.

17. DISPUTE RESOLUTION PROVISIONS

a. Non-binding Mediation

(1) Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to non-binding mediation if the parties mutually agree.

(2) A request for mediation shall be filed in writing with the other party to this Agreement.

(3) The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

b. Advisory Arbitration

Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to advisory arbitration if the parties mutually agree. Prior to arbitration, the parties may endeavor to resolve disputes by mediation in accordance with the mediation provisions above.

18. SUCCESSORS AND ASSIGNMENTS

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that Architect shall not assign or transfer by operation of law or otherwise any or all of Architect's rights, burdens, duties, or obligations, professional or otherwise, without the prior written consent of District's Governing Board, which consent District may grant or withhold in District's absolute discretion. Any attempted assignment without such consent shall be invalid.

19. TIME SCHEDULE

a. Time Schedule: Time is of the essence in the performance of this Agreement. Architect shall perform all services hereunder as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Architect shall submit for District's approval, as part of Exhibit A hereto, a schedule for the performance of Architect's services which shall be adjusted, as required, as the Project proceeds, and shall include allowance for periods of time required for District's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. Once District approves the performance schedule, Architect shall perform its obligations hereunder prior to the occurrence of each scheduled performance deadline unless District has approved a time extension in writing. Architect shall at all times maintain adequate and competent staffing and resources necessary for the timely performance of Architect's services under this Agreement. Architect shall review and respond to submittals, requests for information, and the like, as expeditiously as possible to avoid delays in the work.

b. Delays: If Architect is delayed in Architect's services by acts of District or its employees or those in a direct contractual relationship with District or by the California

Department of General Services or other agencies having jurisdiction over the Project or by acts of God or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any fault or negligence on the part of Architect, the time for Architect's performance shall be extended accordingly. Notwithstanding the foregoing, Architect shall endeavor to avoid or minimize such delay. District shall not be liable for the damages to Architect on account of such delays.

20. HAZARDOUS MATERIALS

Unless otherwise specified, the services provided under this Agreement do not include the discovery, identification, removal, handling, or disturbance of any hazardous substances or materials at the project site. If such substances or materials are knowingly encountered by Architect, construction work shall cease in that area and District shall be notified to take appropriate action for removal or otherwise abating the condition in accordance with current regulations applicable to District.

21. SCHOOL SITE CONDITIONS

District has determined that fingerprinting is not applicable to this Agreement. Architect expressly acknowledges that the following conditions shall apply to any work performed by Architect, Architect's employees or Architect's subconsultants ("Architect representatives") on a school site (and "work" as used in the preceding clause shall mean any entry on to District property for any reason): (1) Architect representatives shall check in with the school office each day immediately upon arriving at the school site; the District may assign a District employee to supervise the representative at the site; (2) Architect representatives shall inform school office staff of their proposed activities and specific location at the school site; (3) Once at such location, Architect representatives shall not change locations without contacting the school office; (4) Architect representatives shall not use student restroom facilities; and (5) if an Architect representative finds himself/herself alone with a student, he/she shall immediately contact the school office and request that a member of the school staff be assigned to the work location

22. MISCELLANEOUS

The following terms and conditions shall apply to this Agreement:

a. Governing Law and Venue: This Agreement shall be construed in accordance with, and governed by the laws of the State of California. Venue shall be in the Superior Court of the State of California in the County of Sonoma, and no other place.

b. Entire Agreement: This Agreement with its exhibits supersedes any and all other prior or contemporaneous oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person that are not incorporated herein, and that any other agreement shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

c. **Severability:** Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

d. **Non-Waiver:** None of the provisions of the Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. District's failure to enforce any provision of this Agreement or the waiver of any provision in a particular instance shall not be construed as a general waiver of any part of such provision.

e. **Discrimination Prohibited:** It is the policy of District that in connection with all work or services performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, handicap, or marital status. Architect agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code section 12900, et seq. In addition, Architect agrees to require like compliance by any consultants or subcontractors employed on the Project.

f. **Disabled Veterans Participation Goals:** In accordance with Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such Project, Architect shall provide appropriate documentation to District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that District can assess its success at meeting this goal.

g. **Retention of DVBE Records:** Architect agrees that, for all contracts subject to DVBE participation goals, the State and District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. Architect agrees to provide the State or District with any relevant information requested and shall permit the State or District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Architect agrees to maintain such records for a period of three years after final payment under the contract.

In witness whereof, the parties have executed this Agreement this ____ day of ____, 2025.

ARCHITECT

DISTRICT

By: _____

By: _____

Exhibit A – Project Description and Schedule

Project description is for site utility, modernization for the full electrical service upgrade along with a new fenced off utility yard as well as other electrical service upgrades on the campus. Additional items within the utility yard will include space for additional propane tanks, space for the two generators that the District has already purchased, as well as space for future battery storage.

Inclusions:

1. Our basic services include the following consultants: Electrical, Structural and Mechanical Engineers to determine what the electrical loads will be to replace gas fired units with all electrical units (future project).

Exclusions:

1. Cost estimates: If cost estimates are desired, we can add it as a supplemental service.
2. It is assumed that we will not need any other consultants at this time, and they are excluded from the basic services fee in this proposal. If additional consulting services such as estimating services are desired, related fees will be requested in writing.

Outline Project Schedule:

Commence Basic Services for Utility Modernization: April 2025

DSA Submittal: August 2025

DSA Approval February 2026

Bidding: March 2026

Anticipated Commence Construction: June 2026

Exhibit B – Tasks and Responsibilities

Scope of Services		District's Responsibilities	Provided By A/E team		Not Provided
Basic Services	Additional Services				
A Project Administration Services (throughout all phases)					
1	Project Team Selection				
	- Selection of District's additional consultants (soils, seismic, geo-hazard, haz-mat, const. mgrs., financing, energy mgmt., schedule & claims analysts, legal, financing, inspectors, other.)	√			
	- Coordination of District's additional consultants	√			
2	Project Communications				
	- Develop/implement a Community Relations & Public Information Plan	√			
	- Special board presentations & community meetings	√		√	
	- Special status reports to Board & Oversight Committee	√			
	- Establish & maintain web page	√			
3	Project Administration meetings				
	- As required for A/E basic services		√		
	- Other than required for A/E basic services			√	
4	Agency consultations/approvals				
	- Local Fire Marshal		√		
	- State Office of Reg. Services (DSA, SFM)		√		
	- State Department of Education, School Facilities Planning Approvals (if applicable)		√		
5	Prepare applications & supporting documents (as applicable to architects)				
	- state funding applications	√			
	- DSA application & approval		√		
B Programming, Planning & Evaluation Services					
1	Special investigations				
	- Geotechnical and soils engineering				√
	- Hazardous materials reports & studies				√
2	Investigation of unknown existing conditions				√
	- Property surveys/building measurements (if not available from existing drawings)				√
	- On-site utility studies (locations, condition, capacity, etc.)				√
	- Off-site utility studies (locations, condition, capacity, etc.)				√
3	Comprehensive ADA compliance study				√
4	Develop detailed program				√
	- Educational specifications/program, design criteria & standards				√
	- Detailed space/adjacency programming				√
	- Food service plan/program				√
	- Equipment program				√
5	Assistance with environmental, Negative Declaration & EIR studies				√
	- Ecological studies and mitigation measures				√
	- Traffic, noise, off-site parking, etc.				√

	- Hearings and community meetings				√
C	Schematic Design Phase				
1	Review of program and budget		√		√
2	Field verification of existing conditions		√		√
3	Code documentation & interpretations		√		√
4	Schematic site and building plans		√		√

Scope of Services		District's Responsibilities	Provided By A/E team		Not Provided
			Basic Services	Additional Services	
5	Preliminary sections and elevations				√
6	Preliminary interior elevations of key spaces				√
7	Room data sheets and/or finish schedules				√
8	Preliminary selection of systems & materials				√
9	Develop approximate dimensions & areas				√
10	Preliminary description of engineering systems (mechanical, electrical, civil, structural) site only				√
11	Outline specifications of major materials, systems and equipment				√
12	Construction cost estimates; probable construction cost				√
	- Unit cost estimate				√
	- Detailed cost estimate, value engineering or life-cycle cost analyses				√
13	Presentation models and/or renderings				√
14	In-house constructability reviews				√
D	Design Development Phase				
1	Code documentation & interpretations				√
2	Plans, sections, interior and exterior elevations				√
3	Development of site plan				√
4	Development of landscape plan, if required by District				√
5	Typical construction details				√
6	Equipment layouts				√
7	Developed description and drawings of engineering systems (mechanical, electrical, civil, structural) site only				√
8	Preliminary building specifications				√
9	Preliminary interior design (fixed furniture, furnishings and equipment included within construction contract)				√
10	Furniture, furnishings and equipment <u>not</u> included within construction contract				√
11	Construction cost estimates; probable construction cost				√
	- Unit cost estimate				√
	- Detailed cost estimate, value engineering or life-cycle cost analyses				√
12	Presentation models and/or renderings				√
13	In-house constructability reviews				√
E	Construction Documents Phase				
1	Code documentation & interpretations		√		
2	Preparation of building construction plans		√		

3	Prepare color boards				√
4	Final building specifications		√		
5	Furniture, furnishings and equipment				√
	- Included within construction contract				√
	- <u>Not</u> included within construction contract				
6	Develop detailed documentation on Construction Phasing Program or Multiple Contract Delivery	√			
7	Construction cost estimates; probable construction cost			√	
	- Cost estimate				
	- Detailed cost estimate, value engineering or life-cycle cost analyses			√	
8	Prepare bidding and procurement forms; Construction Specifications		√		
9	Prepare Conditions of the Contract (Divisions 0 & 1)		√		
10	Develop Project Manual		√		
11	Presentation models and/or renderings			√	
12	In-house constructability reviews				√

Scope of Services		District's Responsibilities	Provided By A/E team		Not Provided
			Basic Services	Additional Services	
F	Other Design Services				
1	Hazardous materials identification/determination of mitigation measures	√			
2	FF&E design (furnishings & movable equipment)	√		√	
3	Graphic & signage design	√		√	
	- Fire/life safety graphics & signage; site only		√		
	- Other graphics & signage; site only		√		
4	Mock-up services (workstations, classroom design, etc.)	√		√	
G	Bidding Phase Services				
1	Advertisement to potential bidders		√		
2	Pre-qualification of bidders	√			
3	Pre-bid conferences		√		
4	Distribution of bidding documents		√		
5	Distribution of special bidding/negotiation addenda		√		
6	Response to bidders' questions and provide clarifications		√		
7	Report bidding results & identify apparent low bidder		√		
8	Bid dispute resolution	√			
9	Contract award processing; issue Notice to Proceed	√	√		
H	Contract Administration Services				
1	Plan & manage move-in & out activities including temp. facilities	√			
2	Site visits/observation				
	- Scheduled meetings (as quantified in scope of services)		√		
	- Additional meetings			√	
3	Timely file with DIR the PWC-100 form re labor compliance & notice of award		√		
4	Coordination of other construction activities				√
	- Removal of non-conforming portables	√			
	- Demolition and/or removal of other structures	√			

Architect Agreement
2022

	- Moving of utilities underground	√			
	- Utility hookups		√		
5	Multiple contract administration or multiple phase coordination efforts for single project			√	
6	Submittals & substitutions; building not included				
	- Review and respond to Contractors' proposed submittal schedules		√		
	- Receive, process, distribute submittals, shop drawings, & substitutions		√		
	- Review submittals and shop drawings		√		
	- Review proposed substitutions		√		
7	Requests for Information/Clarifications; building not included				
	- Receive, process & distribute requests		√		
	- Evaluate and respond to requests		√		
8	Change orders				
	- Receive, process & distribute Change Orders		√		
	- Changes stemming from A/E documents		√		
	- Owner and contractor initiated changes			√	
	- Review, analyze and/or negotiate prices with contractors			√	
9	Testing and inspection administration; No supervision	√			
10	Maintain official construction logs				
	- Change order log		√		
	- Request for Information (RFI) log		√		
	- Submittal log		√		

Scope of Services		District's Responsibilities	Provided By A/E team		Not Provided
			Basic Services	Additional Services	
11	Contract cost accounting; Review only				
	- Maintain records of payments	√			
	- Coordinate & assemble contractors' payment applications	√			
	- Approve & process contractors' payment applications		√		
12	Interpretations and decisions				
	- Relating to construction documents/specifications		√		
	- Relating to General Conditions	√			
13	Project closeout; not including building				
	- Preliminary and final punch lists		√		
	- Determination of payment withholdings		√		
	- Issuance of Certificates of Substantial Completion		√		
	- Securing and receipt of sureties	√			
	- Receipt & review of warranties & manuals		√		
	- Receipt & review of waivers of liens	√			
	- Issuance of final Certificates of Payment; See #11		√		
	- Project closeout with DSA		√		
14	Construction tours (students & community)		√		
I	Post-Construction & Facility Operation Services			√	
1	Record Drawings				
	- Develop record drawings based on contractor supplied information				√
	- Review record drawings for completeness		√		
	- Compile drawings & forward to District				√
	- Update contract documents to incorporate changes			√	

Architect Agreement
2022

2	Warranty review				√
3	Detailed analysis or response to Contractor claims not due to fault of Architect			√	
4	Staff training (operating & maintaining equipment and systems)				√
5	Post-construction facility reviews (operations & performance review)				
	- Post occupancy facility review meeting		√		
	- Document defects or deficiencies			√	
	- Prepare instructions to Contractors for correction of defects			√	
6	Project promotion	√			
7	Community tours		√		

Exhibit C – Compensation and Schedule of Hourly Billing Rates

The Architect's total compensation consists of basic services, additional services and reimbursable expenses as follows:

Basic Services

The Architectural fee arrangement for Basic Services may be any of the following options:

1. A lump sum amount mutually agreed to, calculated based on the fee schedule described below, or estimating hours at billing rates or by negotiation of a mutually acceptable amount.
2. A percentage of construction cost based on a mutually agreed formula or fee schedule as described below.
3. Time and material at rates in the Agreement with an estimated not-to-exceed amount.
4. A combination of these options, as described below, for example a percentage fee through Schematic Design or Design Development after which the final lump sum fee shall be negotiated or calculated on a pre-agreed formula based on the Architect's scope definition and cost estimate.

For Basic Services under this Agreement, the parties have agreed to a fee, under option above, of an amount to be determined by the parties.

The Fee Schedule is as follows:

Option 1: Lump Sum.

Based on the scope of work listed in that is listed in the project description and the inclusions noted in the proposal and exhibit A. Total project fee shall be \$50,200.

FEE SCHEDULE - New Construction

1. Not used

FEE SCHEDULE – Modernization

1. Not used

FEE SCHEDULE – Combined Modernization & New Construction

1. Noted Used

Additional Services

Any additional services that may be required during the Project must be requested by Architect and approved in writing by District before they are performed. Additional Services shall be compensated as described in Article 4.

TBD

Reimbursable Expenses

The Architect has estimated and the District has accepted the following reimbursable expenses to be billed at 110% of cost. The Architect may not exceed the total estimated amount unless approved in writing by District in advance.

Automobile travel
Telephone
Printing
Plotting
Models and mockups

Total estimated reimbursable expenses \$3,000

Standard Hourly Billing Rates

The following hourly rates shall be used for any time and materials services above or for any calculation of future services:

Architect – Principal	\$ /hr.
Architect - Associate	\$ /hr.
Project Manager/Architect	\$ /hr.
Job Captain	\$ /hr.
Construction Admin Project Manager	\$ /hr.
Specifications Writer	\$ /hr.
CADD/Drafting	\$ /hr.
Construction Admin Technician	\$ /hr.
Clerical	\$ /hr.

These rates are effective for the calendar year 2022 and are subject to change one time annually.

Architect Agreement
2022

10. I. Consideration of networking upgrades for ERate Project

Supporting Documents



03272025 Arcworks, LLC contract

FY25 HARMONY UNION ELEM. SCHOOL DISTRICT

E-Rate Category 2 Proposal for FY25 Form 470 #250023010

CLIENT

HARMONY UNION ELEM. SCHOOL DIST.
1935 BOHEMIAN HWY.
OCCIDENTAL, CA 95465
<https://www.harmonyusd.org/>
BEN: 144477
FCC FRN: 0014071161

SERVICE PROVIDER

ARCWORKS LLC
1122 HUGHES AVE
SANTA ROSA, CA 95407
www.arcworks-llc.com
FCC FRN: 0033162298
SPIN / FORM 498: 143053694 (473 SPAC certified)
SPI INVOICING: YES (*BEAR upon request*)
CA LICENSE: 1091579 (C-10 Electrical / Low-voltage)
CA DIR: 1000995344

Arcworks LLC is a small, family-owned Sonoma County business that focuses on network infrastructure for K-12 schools in Northern California. We have extensive experience providing complete network installations that are clean and professional, and designed with the understanding that school budgets are limited. We pride ourselves on exceptional communication, responsiveness, and a desire to work closely and form lasting relationships with our clients. Our goal is to provide a competitive cabling business that caters to, and cares for, the schools within our community.

You will find the following sections:

<u>SCOPE OF WORK</u>	<u>2</u>
<u>PRICING</u>	<u>5</u>
<u>SCHEDULE</u>	<u>6</u>
<u>WARRANTY & SUPPORT</u>	<u>6</u>
<u>REFERENCES</u>	<u>7</u>
<u>SIGNATURES</u>	<u>8</u>

Contact us with questions, comments, or selections. Per the notices of the FCC and USAC we keep our proposals short and clear.

Managing Member
Seth Tippet
stt@arcworks-llc.com
Mobile: 707-416-5131

SCOPE OF WORK

Exterior AP Cabling and New Rack Install

- Run new CAT6 cables for outdoor APs. The goal is to run 3 cables to each corner of each building or set of buildings identified during the site walk. 34 locations were identified for a total of 102 runs (see map for approximate locations):
 - Administration/Library Building: 4 locations.
 - Gymnasium: 4 locations.
 - Kindergarten: 4 locations.
 - Primary Building: 4 locations.
 - Faculty Wing: 6 locations.
 - Cottages: 5 locations.
 - Falls Building: 7 locations.
- Several of the buildings (Administration/Library, Gymnasium, Falls Building) will require new EMT raceways to reach the corners of the buildings.
 - Install ¾" - 1" EMT on the outsides of the buildings using raintight fittings.
 - Each AP location will have 3 keystone terminations housed inside a weatherproof metal box.
 - Install new 24 port modular patch panels at each IDF.
 - Terminate and test all cables.
- Install new 4U Cabinets in each classroom. There will be 22 new NavePoint vertical wall mount cabinets in total.
 - At each new wall rack, pull back one of the existing CAT6 cables and route it into the new cabinet to act as the incoming feed.

Fiber Cabling

- Run new Single Mode OS2 6 strand fiber from the MDF to the pole on the East side of campus.
- Run new Single Mode OS2 6 strand fiber from the IDF inside the water storage bunker to the pole on the Southwest side of campus. New EMT raceway to be installed along the cement wall to reach a new outdoor rated pull box.
 - Install new fiber housings and fiber panels at each MDF/IDF location.
 - Terminate and test all fiber strands.

New Switches

- Configure and install new switches:

Option 1

- 1x Ubiquiti Dream Machine Pro Max router/controller.
- 3x Ubiquiti Pro 24 Port POE switches.
- 22x Ubiquiti Pro MAX 16 Port POE switches.

Option 2

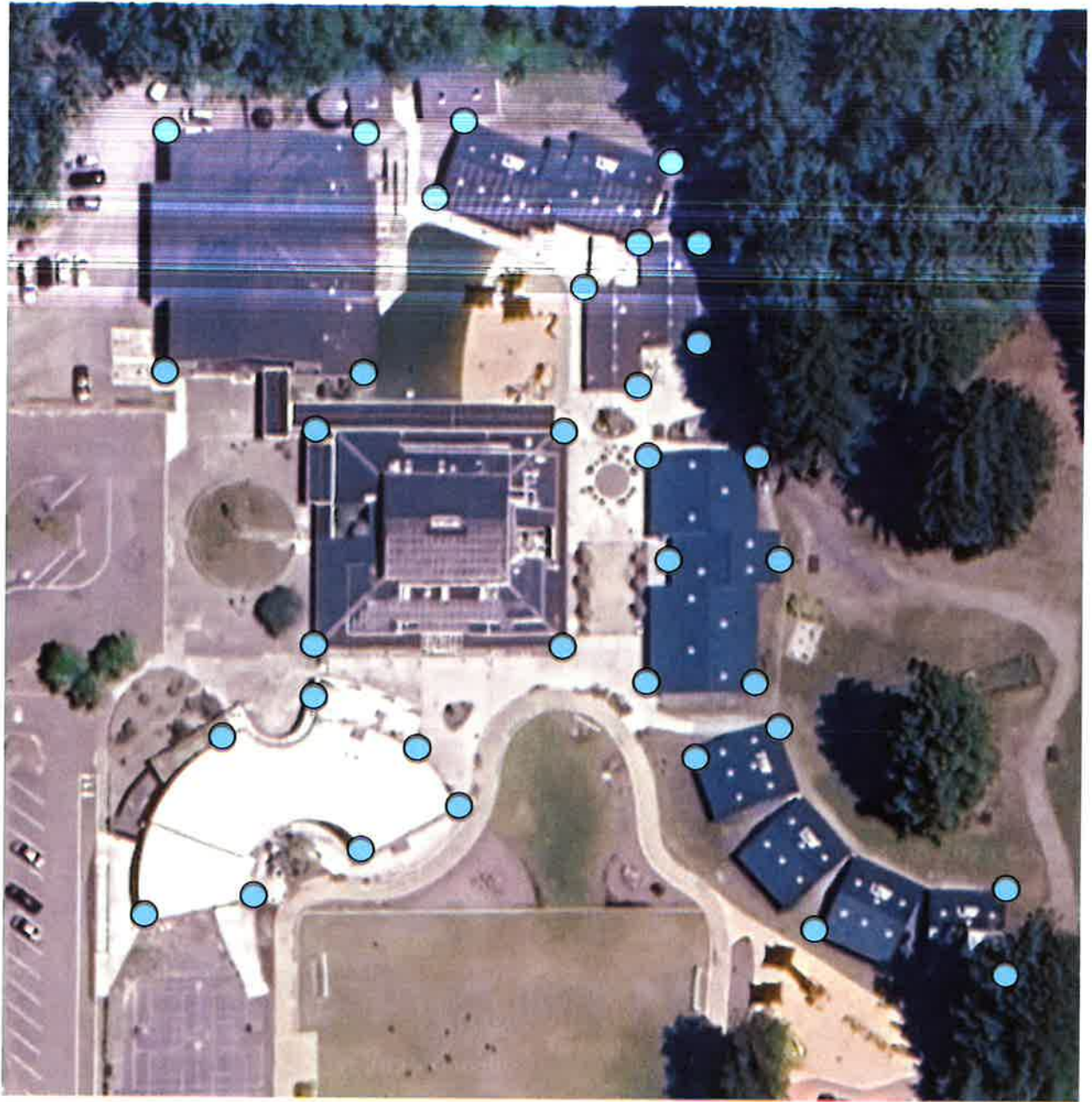
- 1x Ubiquiti Dream Machine Pro Max router/controller.
- 3x Ubiquiti Pro 24 Port POE switches.
- 22x Ubiquiti Flex 2.5G 8 Port POE switches.

New WAPs

- Configure and install new outdoor access points:
 - 24x Ubiquiti U7 Pro outdoor access points.

New Batteries

- Install new batteries at each IDF:
 - 23x APC Lithium Ion, 500VA, 400W, 1U batteries.



PRICING

<u>PRICING TABLE</u>	<u>SUBTOTAL</u>	<u>SALES TAX</u>	<u>TOTAL</u>
Exterior AP Cabling and Rack Install	<u>\$ 42,690.22</u>	<u>\$ 1,302.24</u>	<u>\$ 43,992.46</u>
Fiber Cabling	<u>\$ 9,993.06</u>	<u>\$ 225.10</u>	<u>\$ 10,218.16</u>
Switches: Option 1	<u>\$ 18,272.15</u>	<u>\$ 1,280.71</u>	<u>\$ 19,552.86</u>
Switches: Option 2	<u>\$ 15,210.85</u>	<u>\$ 1,005.19</u>	<u>\$ 16,216.04</u>
Access Points	<u>\$ 11,253.75</u>	<u>\$ 515.81</u>	<u>\$ 11,769.56</u>
Batteries	<u>\$ 16,818.30</u>	<u>\$ 1,189.84</u>	<u>\$ 18,008.14</u>
Optional Contingency to Changes in Scope			<u>10% of total</u>

SEE ATTACHED **PRICING TABLE(S)** FOR LINE ITEMS.

WE ARE CONFIDENT IN OUR BIDS THAT THE PROJECT WILL BE AT OR UNDER BUDGET, HOWEVER WE OFFER AN **OPTIONAL CONTINGENCY** FOR SALES TAX CHANGES, TARIFFS, PATHING ISSUES OR UNFORESEEN ISSUES. IF SELECTED YOU MAY ADD UP TO A 10% CONTINGENCY TO THE TOTAL COST - DISCUSS WITH YOUR E-RATE CONSULTANT.

SCHEDULE

Our project availability calendar will be made available after receiving a Funding Commitment Decision Letter (FCDL) from USAC. As a business focused on Projects, we're able to schedule a time that works well for you to complete the installation, and will provide a checklist of actions to ensure the project goes smoothly, is on time, and you are delivered what you expected.

WARRANTY & SUPPORT

SERVICE PROVIDER may from time to time provide certain products and other items for which SERVICE PROVIDER is entitled to warranties and indemnities from the manufacturers, lessors, or licensors of such items. SERVICE PROVIDER shall pass through to CLIENT the benefits of such warranties and indemnities to the extent that SERVICE PROVIDER is able pursuant to any agreements between SERVICE PROVIDER and such manufacturers, lessors or licensors, and enforce such warranties and indemnities as directed by CLIENT.

SIGNATURES

This serves as a non-binding Letter of Intent ("LOI"). Please return to stt@arcworks-llc.com for ARCWORKS LLC to provide a Master Service Agreement.

CLIENT: HARMONY UNION ELEM. SCHOOL DIST.

POST ADDRESS: 1935 BOHEMIAN HWY.
OCCIDENTAL, CA 95465

ELECTRONIC ADDRESS (E-MAIL): *mmorgan@harmonyusd.org*

TITLE: *Superintendent Principal*

NAME: *Matthew Morgan*

SIGNATURE: 

DATE: *March 27, 2025*

SERVICE PROVIDER: ARCWORKS LLC

POST ADDRESS: 1122 HUGHES AVE
SANTA ROSA, CA 95407

ELECTRONIC ADDRESS (E-MAIL): stt@arcworks-llc.com

TITLE: President

NAME: Seth Tippet

SIGNATURE: 

DATE: March 13, 2025

REFERENCES

[Bellevue Union School District](#)

(707) 542-5197

Since Summer 2019:

- Fiber multiple campuses
- IDF cabinet replacement

Ryan Green, IT Director

rgreen@busd.org

[Northern Humboldt Union High School District](#)

(707) 839-6468

Since Summer 2023

- Conduit, 800+ CAT6 runs
- Cabinet install, fiber runs

Tim Oliveira, IT Director

toliveira@nohum.k12.ca.us

[Calistoga Joint Unified School District](#)

(707) 709-2715

Since Summer 2021:

- Troubleshoot CAT6
- Wireless Bridge
- FrontRow AV install

Larry Black, Network Manager

lblack@calistogajusd.org

[Rincon Valley Union School District](#)

(707) 542-7375 ext.24031

Since Summer 2022:

- CAT6 multiple campuses
- All CAT6 in District Office

Jacob Lopez, Director of Education and IT

jdlopez@rvusd.org

[Pathways Charter School](#)

(707) 585-6510

Since Summer 2018

- Equipment install and CAT6

Brenda Peterson, IT/CTE Coordinator

brenda.peterson@pathwayscharter.org

[Wright Elementary School District](#)

(707) 542-0550

Since Summer 2020

- Fiber multiple campuses

Patrick Roth, IT Coordinator

proth@wrightesd.org

[Mendocino County Office of Education](#)

(707) 467-5077

Since Summer 2024

- Fiber cabling

John Schuster, Director of Technology

jschuster@mcoe.us

Harmony: CAT6 Cabling and Racks						SUBTOTAL	SALES TAX	TOTAL	
PRICING TABLE						\$ 42,690.22	\$ 1,302.24	\$ 43,992.46	
Type	Make	Part	Desc.	Qty	Tax Rate	Price Per	Line Subtotal	Sales Tax	Line Total
Cabling	LibAV	24-4P-L6-EN	Cat6 by ft (U/UTP, 550 MHz)	4,275	9.000%	\$ 0.21	\$ 897.75	\$ 80.80	\$ 978.55
Cabling	LibAV	24-4P-L6-EN-DB	Cat6 Outdoor bulk cable (U/UTP, 23 AWG)	5,560	9.000%	\$ 0.38	\$ 2,112.80	\$ 190.15	\$ 2,302.95
Cabling	LibAV	0A68RP000	Cat6 Keystone U/UTP	204	9.000%	\$ 3.12	\$ 636.48	\$ 57.28	\$ 693.76
Cabling	Monoprice	43543	1U 24-Keystone Patch Panel	24	9.000%	\$ 17.40	\$ 417.60	\$ 37.58	\$ 455.18
Rack	NavePoint	BOC4D3QTLS	4U Vertical Mount Network Cabinet	22	9.000%	\$ 349.20	\$ 7,682.40	\$ 691.42	\$ 8,373.82
Materials	Steel City	853429	3/4" EMT Conduit (10' stick)	54	9.000%	\$ 13.81	\$ 745.74	\$ 67.12	\$ 812.86
Materials	Halex	62605B	3/4" EMT Raintight Connectors	68	9.000%	\$ 1.43	\$ 97.24	\$ 8.75	\$ 105.99
Materials	Halex	62602B	3/4" EMT Raintight Couplings	54	9.000%	\$ 1.22	\$ 65.88	\$ 5.93	\$ 71.81
Materials	Halex	26152	3/4" EMT Straps	180	9.000%	\$ 0.36	\$ 64.80	\$ 5.83	\$ 70.63
Materials	Steel City	101568	1" EMT Conduit (10' stick)	20	9.000%	\$ 23.47	\$ 469.40	\$ 42.25	\$ 511.65
Materials	Halex	62511	1" EMT Rain Tight Connectors	12	9.000%	\$ 2.78	\$ 33.36	\$ 3.00	\$ 36.36
Materials	Halex	62610	1" EMT Rain Tight Couplings	20	9.000%	\$ 2.38	\$ 47.60	\$ 4.28	\$ 51.88
Materials	Halex	26153	1" EMT Straps	60	9.000%	\$ 0.48	\$ 28.80	\$ 2.59	\$ 31.39
Materials	Steel City	521711234EW-25R	4" Steel box	24	9.000%	\$ 3.56	\$ 85.44	\$ 7.69	\$ 93.13
Materials	RACO	787	Steel face plate	24	9.000%	\$ 1.69	\$ 40.56	\$ 3.65	\$ 44.21
Materials	Wiegmann	RSC060604RC	Outdoor Box 6x6x4	6	9.000%	\$ 37.61	\$ 225.66	\$ 20.31	\$ 245.97
Materials	Commercial El	WDB575G	2-Gang Weatherproof box	34	9.000%	\$ 18.28	\$ 621.52	\$ 55.94	\$ 677.46
Materials	Commercial El	WBC200G	2-Gang Weatherproof box cover	34	9.000%	\$ 4.42	\$ 150.28	\$ 13.53	\$ 163.81
Materials	Tripp Lite	NCM-JHC20-25	J Hooks	22	9.000%	\$ 1.44	\$ 31.68	\$ 2.85	\$ 34.53
Materials	Commercial El	GT-200STCB	Cable Ties 8" (100 pack)	1	9.000%	\$ 14.38	\$ 14.38	\$ 1.29	\$ 15.67
Labor	ARCWORKS	LABOR-ADMIN	Labor Administrative	7		\$ 192.75	\$ 1,349.25	\$ -	\$ 1,349.25
Labor	ARCWORKS	LABOR-COMM-INST	Labor Electrical Conduit and Infrastructure Installer (Sonoma County Prevailing Wage)	40		\$ 198.03	\$ 7,921.20	\$ -	\$ 7,921.20
Labor	ARCWORKS	LABOR-COMM-INST	Labor Low-Voltage & Fiber Cabling Installer (Sonoma County Prevailing Wage)	128		\$ 148.05	\$ 18,950.40	\$ -	\$ 18,950.40

Harmony Fiber Cabling							SUBTOTAL	SALES TAX	TOTAL
PRICING TABLE							\$ 9,993.06	\$ 225.10	\$ 10,218.16
Type	Make	Part	Desc.	Qty	Tax Rate	Price Per	Line Subtotal	Sales Tax	Line Total
Fiber	Cleerline	6RMD9125OS2R	6 strand rugged fiber OS2 (single-mode)	600	9.000%	\$ 1.06	\$ 636.00	\$ 57.24	\$ 693.24
Fiber	Cleerline	SSF-LC-SMUPC	Plug (LC/UPC, single-mode fiber)	24	9.000%	\$ 13.80	\$ 331.20	\$ 29.81	\$ 361.01
Fiber	Cleerline	FAN0625M250	Fan out kit (6-strand fiber, 900um, 25-inch)	4	9.000%	\$ 18.00	\$ 72.00	\$ 6.48	\$ 78.48
Fiber	FS	FHD-FAP12LCDXSMF	24-fiber OS2 UPC LC panel	4	9.000%	\$ 22.80	\$ 91.20	\$ 8.21	\$ 99.41
Fiber	FS	FHD-1UFCE	1U Rack Mount Enclosure	4	9.000%	\$ 274.80	\$ 1,099.20	\$ 98.93	\$ 1,198.13
Fiber	FS	SMLCDX	1m (3ft) LC UPC to LC UPC Duplex OS2 Single Mode PVC (OFNR) 2.0mm Fiber Optic Patch Cable	4	9.000%	\$ 5.16	\$ 20.64	\$ 1.86	\$ 22.50
Materials	Steel City	853429	3/4" EMT Conduit (10' stick)	10	9.000%	\$ 13.81	\$ 138.10	\$ 12.43	\$ 150.53
Materials	Halex	62605B	3/4" EMT Raintight Connectors	4	9.000%	\$ 1.43	\$ 5.72	\$ 0.51	\$ 6.23
Materials	Halex	62602B	3/4" EMT Raintight Couplings	10	9.000%	\$ 1.22	\$ 12.20	\$ 1.10	\$ 13.30
Materials	Halex	26152	3/4" EMT Straps	30	9.000%	\$ 0.36	\$ 10.80	\$ 0.97	\$ 11.77
Materials	Halex	58707	3/4" 'LB' Body	1	9.000%	\$ 8.88	\$ 8.88	\$ 0.80	\$ 9.68
Materials	Wiegmann	RSC060604RC	Outdoor Box 6x6x4	2	9.000%	\$ 37.61	\$ 75.22	\$ 6.77	\$ 81.99
Labor	ARCWORKS	LABOR-ADMIN	Labor Administrative	2		\$ 192.75	\$ 385.50	\$ -	\$ 385.50
Labor	ARCWORKS	LABOR-COMM-INST	Labor Low-Voltage & Fiber Cabling Installer (Sonoma County Prevailing Wage)	48		\$ 148.05	\$ 7,106.40	\$ -	\$ 7,106.40

Harmony Switches Option 1: 16 Port							SUBTOTAL	SALES TAX	TOTAL
PRICING TABLE							\$ 18,272.15	\$ 1,280.71	\$ 19,552.86
Type	Make	Part	Desc.	Qty	Tax Rate	Price Per	Line Subtotal	Sales Tax	Line Total
Router	Ubiquiti	UDM-Pro-Max	Dream Machine Pro Max (Router and Controller) 82.5% e-rate eligible	1	9.000%	\$ 688.85	\$ 688.85	\$ 62.00	\$ 750.85
Switch	Ubiquiti	USW-Pro-HD-24-POE	Switch (22x 2.5Gb, 2x 10Gb, 4xSFP+ 10Gb, PoE++, 600W PoE available)	3	9.000%	\$ 1,148.85	\$ 3,446.55	\$ 310.19	\$ 3,756.74
Switch	Ubiquiti	USW-Pro-Max-16-POE	Switch (12x 1Gb, 4x 2.5Gb, 2xSFP+ 10Gb, PoE++, 180W PoE available)	22	9.000%	\$ 458.85	\$ 10,094.70	\$ 908.52	\$ 11,003.22
Labor	ARCWORKS	LABOR-ADMIN	Labor Administrative	1		\$ 192.75	\$ 192.75	\$ -	\$ 192.75
Labor	ARCWORKS	LABOR-COMM-INST	Labor Low-Voltage & Fiber Cabling Installer (Sonoma County Prevailing Wage)	26		\$ 148.05	\$ 3,849.30	\$ -	\$ 3,849.30

Harmony Switches Option 2- 8 Port							SUBTOTAL	SALES TAX	TOTAL
PRICING TABLE							\$ 15,210.85	\$ 1,005.19	\$ 16,216.04
Type	Make	Part	Desc.	Qty	Tax Rate	Price Per	Line Subtotal	Sales Tax	Line Total
Router	Ubiquiti	UDM-Pro-Max	Dream Machine Pro Max (Router and Controller) 82.5% e-rate eligible	1	9.000%	\$ 688.85	\$ 688.85	\$ 62.00	\$ 750.85
Switch	Ubiquiti	USW-Pro-HD-24-POE	Switch (22x 2.5Gb, 2x 10Gb, 4xSFP+ 10Gb, PoE++, 600W PoE available)	3	9.000%	\$ 1,148.85	\$ 3,446.55	\$ 310.19	\$ 3,756.74
Switch	Ubiquiti	USW-Flex-2.5G-8-POE	Switch (8x 2.5Gb, 1xSFP+ 10Gb, PoE++, 196W PoE available with AC Adapter)	22	9.000%	\$ 228.85	\$ 5,034.70	\$ 453.12	\$ 5,487.82
Switch	Ubiquiti	UACC-Adapter-AC-210	Switch (8x 2.5Gb, 1xSFP+ 10Gb, PoE++, 196W PoE available with AC Adapter)	22	9.000%	\$ 90.85	\$ 1,998.70	\$ 179.88	\$ 2,178.58
Labor	ARCWORKS	LABOR-ADMIN	Labor Administrative	1		\$ 192.75	\$ 192.75	\$ -	\$ 192.75
Labor	ARCWORKS	LABOR-COMM-INST	Labor Low-Voltage & Fiber Cabling Installer (Sonoma County Prevailing Wage)	26		\$ 148.05	\$ 3,849.30	\$ -	\$ 3,849.30

Harmony Access Points							SUBTOTAL	SALES TAX	TOTAL
PRICING TABLE							\$ 11,253.75	\$ 515.81	\$ 11,769.56
Type	Make	Part	Desc.	Qty	Tax Rate	Price Per	Line Subtotal	Sales Tax	Line Total
Wireless	Ubiquiti	U7-Outdoor	Wifi 7, 802.11be, 2x2 MU-MIMO	24	9.000%	\$ 238.80	\$ 5,731.20	\$ 515.81	\$ 6,247.01
Labor	ARCWORKS	LABOR-ADMIN	Labor Administrative	1		\$ 192.75	\$ 192.75	\$ -	\$ 192.75
Labor	ARCWORKS	LABOR-COMM-INST	Labor Low-Voltage & Fiber Cabling Installer (Sonoma County Prevailing Wage)	36		\$ 148.05	\$ 5,329.80	\$ -	\$ 5,329.80

Harmony Batteries							<u>SUBTOTAL</u>	<u>SALES TAX</u>	<u>TOTAL</u>
PRICING TABLE							\$ 16,818.30	\$ 1,189.84	\$ 18,008.14
Type	Make	Part	Desc.	Qty	Tax Rate	Price Per	Line Subtotal	Sales Tax	Line Total
Battery	APC	SCL500RM1UC	500VA, 400W, line-interactive, smart connect, short depth, 1U rack mount UPS	23	9.000%	\$ 574.80	\$ 13,220.40	\$ 1,189.84	\$ 14,410.24
Labor	ARCWORKS	LABOR-ADMIN	Labor Administrative	1		\$ 192.75	\$ 192.75	\$ -	\$ 192.75
Labor	ARCWORKS	LABOR-COMM-INST	Labor Low-Voltage & Fiber Cabling Installer (Sonoma County Prevailing Wage)	23		\$ 148.05	\$ 3,405.15	\$ -	\$ 3,405.15

11. Next Board Meeting

Quick Summary / Abstract

Special Closed Session immediately following this meeting.

Next regular meeting is June 12, 2025.

