

COLUSA UNIFIED SCHOOL DISTRICT

745 Tenth Street

Colusa, CA 95932

(530) 458-7791 FAX (530) 458-4030

AGENDA

Board of Trustees Regular Meeting DISTRICT OFFICE CONFERENCE ROOM

October 13, 2015

6:00 p.m. Open Session with Closed Session to Follow

PUBLIC COPY OF BOARD PACKET IS AVAILABLE FOR INSPECTION
AT THE CUSD DISTRICT OFFICE LOCATED AT 745 TENTH ST., COLUSA

All meetings of the Governing Board are open to the general public, with the exception of the Closed Sessions, which are held to consider those items specifically exempt under the Ralph M. Brown Act. Anyone planning to attend a meeting who has a disability and needs special assistance should call the Superintendent's Office, 458-7791, at least 3 days in advance to make special arrangements.

Spanish translation is available at Regular Session Board Meetings. To arrange for translation services, please call the Superintendent's Office, 458-7791, at least 3 days in advance. [Se ofrece traducción en Español para la junta regular de la mesa directiva. Para solicitar servicios de traducción al español, por favor llame a la Oficina del Superintendente, al 458-7791, con 3 días de anticipación por lo menos.]

6:00 P.M. OPEN SESSION

A. Call to Order

B. Pledge of Allegiance

C. Hearing of Public for items on the Agenda

The Board encourages public comment concerning any item of importance and will recognize requests to speak before the item is discussed or voted upon. To assure your right to address any action item, please notify the Superintendent's Office of your desire to speak by noon of the day prior to the Board Meeting. Those requesting to address the Board in advance will be granted up to five minutes to speak. Others will be limited to a total of three minutes.

D. Hearing of Public for items not on the Agenda

The Board encourages public comment concerning any item of importance and will recognize requests to speak on items not appearing on the Agenda. Speakers should be aware that the board may not be prepared to comment on the issues they raise, but may request those items to be properly agendaized for inclusion in the discussions at a future meeting. Those requesting to address the Board in advance will be granted up to five minutes to speak. Others will be limited to a total of three minutes.

E. Reports:

1. Student's Report – Ann Kalisuch

2. Recognitions & Celebrations

3. President's Report

a. Board of Trustee Time – *this is the time for individual Trustees to report on their Committee's activities and to specify any items they would like to see on the agenda for the next meeting*

1. CRAF – Charles Yerxa

2. Friends of Music – Terry Bressler

3. Friends of Ag –Kathie Whitesell & Kelli Griffith-Garcia

4. SELPA – Terry Bressler & Kathie Whitesell

5. Grounds – Lincoln Forry & Terry Bressler

4. Superintendent's Report

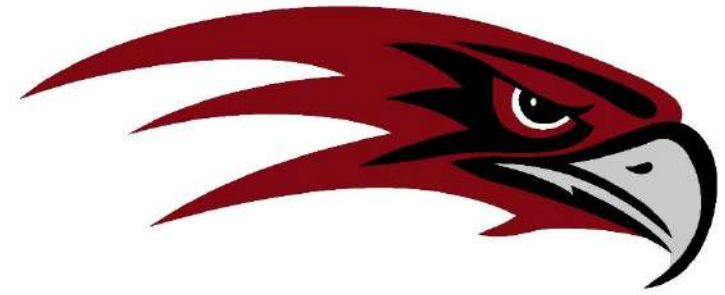
a. Improving Achievement (*standing item*)

1. Reminder to Board School Site Visits

2. Smarter Balanced Assessment Consortium Results

- b. Management (*standing item*)
 - 1. Bond Projects Update
 - 2. Need for Maintenance Technician for MOT
- c. Budget (*standing item*)
 - 1. Enrollment
- 5. Principal's Report – Darren Brown
- F. CSEA (California School Employees Assn.) Representative's Report
- G. CEA (Colusa Educators Association) Representative's Report
- H. Public Hearing for Resolution #2015-16.02 – Sufficiency of Insufficiency of Instructional Materials
- I. Information/Discussion/Possible Action Items
 - 1. Consider Approval of CCOE Lease Agreement for BPS Kindergarten Building
 - 2. Consider Approval of Resolution #2015-16.02 – Sufficiency or Insufficiency of Instructional Materials
 - 3. Consider Approval of Additional Funding to Music Program
 - 4. Consider Approval of Colusa County Consortium Plan
 - 5. Consider Approval of MOU with Colusa County Office of Education for Serving Expelled Students
 - 6. Consider Approval of MOU with Northern California STREAM Pathways Consortium Partners (NCSPC)
 - 7. Consider Approval of CEA Side Letter of Agreement Regarding Plaza Comunitaria Valentina
 - 8. Consider Approval of Revised Fee Proposal for Architectural Fees for CHS Gym HVAC and Restroom Remodel
 - 9. Consider Approval Proposition 39 Energy Efficiency Plan
 - 10. Consider Approval of Board Policies & Administrative Regulations:
 - a. Second Reading & Possible Adoption of BP 0420 – School Plans/Site Councils
 - b. Second Reading & Possible Adoption of AR 0420 – School Plans/Site Councils
 - c. Second Reading & Possible Adoption of BP 1312.3 – Uniform Complaint Procedures
 - d. Second Reading & Possible Adoption of AR 1312.3 – Uniform Complaint Procedures
 - e. Second Reading & Possible Adoption of BP 4040 – Employee Use of Technology
 - f. Second Reading & Possible Adoption of BP 4131 – Staff Development
 - g. Second Reading & Possible Adoption of BP 4161.8, 4261.8, 4361.8 – Family Care & Medical Leave
 - h. Second Reading & Possible Adoption of BP 4231 – Staff Development
 - i. Second Reading & Possible Adoption of AR 5121 – Grades/Evaluation of Student Achievement
 - j. Second Reading & Possible Adoption of BP 5131.2 – Bullying
 - k. Second Reading & Possible Adoption of BP 5148.2 – Before/After School Programs
 - l. Second Reading & Possible Adoption of AR 5148.2 – Before/After School Programs
 - m. Second Reading & Possible Adoption of BP 5148.3/BP 6163.4 – Student Use of Technology
 - n. Second Reading & Possible Adoption of E 6163.4 – Student Use of Technology
 - o. Second Reading & Possible Adoption of BB 9100 – Annual Organizational Meeting
 - 11. Warrants: Batch 2015-16 #10-14

- J. Motion to Approve Items on the Consent Action Agenda
 - 1. Consider Approval of Consent Agenda: Regular and Customary Business Items:
 - a. September 8, 2015 Meeting Minutes
 - b. 2015-16 Challenge Day Agreement
 - c. 2015-16 Interquest Agreement
 - d. Personnel Assignment Order #2015-2016 #4
 - e. September Payroll
 - f. 2015-16 Extra Duty Stipends
 - g. Associated Student Body Fund
 - h. General Fund 01 Budget Revision
 - i. Document Tracking Services Agreement
 - j. Williams Uniform Complaint Procedure
- K. Hearing of Public for Matters on Closed Session Agenda
- L. Adjourn to Closed Session to consider and/or take action upon any of the following items:
 - 1. Student Matters:
 - a. Out-of-School Suspensions (*Standing item-information*)
 - b. Inter-District Transfers (*Standing item-information*)
 - c. Consider Approval of AHP Recommendation for EH #2015-16.01
 - d. Consider Approval of AHP Recommendation for EH #2015-16.02
 - 2. Personnel Matters:
 - a. Public Employment
 - 1. 2015-2016 New Hires
 - 2. Leave Request
 - b. Public Employee Discipline/Dismissal/Release/Resignations
 - 3. Negotiations:
 - Instructions to District Negotiators (*Executive Session of School Board and its designated representatives for the purpose of discussing its position regarding matters within the scope of representation and instructing its designated representatives*)
- M. Reconvene Open Session
 - 1. Announce Possible Action Taken Regarding AHP Recommendation for EH #2015-16.01
 - 2. Announce Possible Action Taken Regarding AHP Recommendation for EH #2015-16.02
 - 3. Announce Possible Action Taken Regarding Leave Request
- N. Adjournment of the Meeting

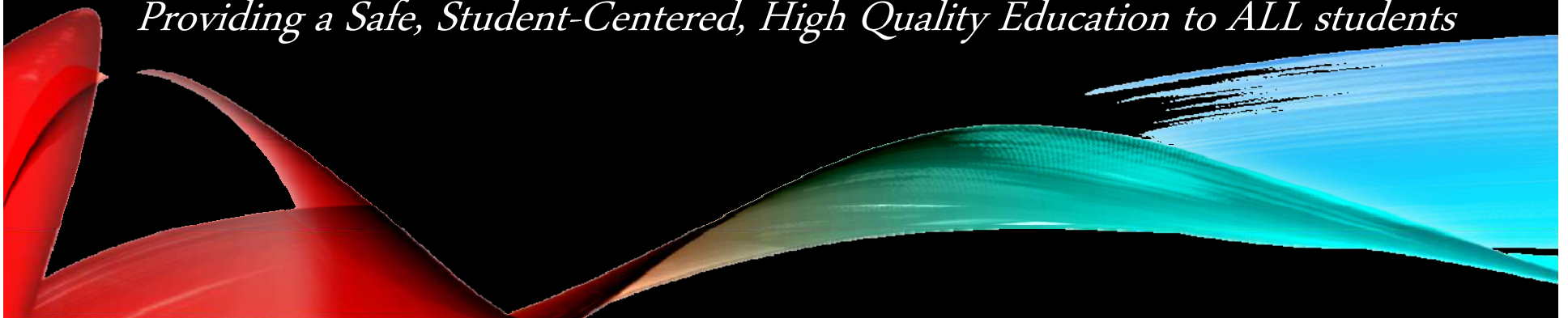


2015 ASSESSMENT RESULTS

Colusa Unified School District

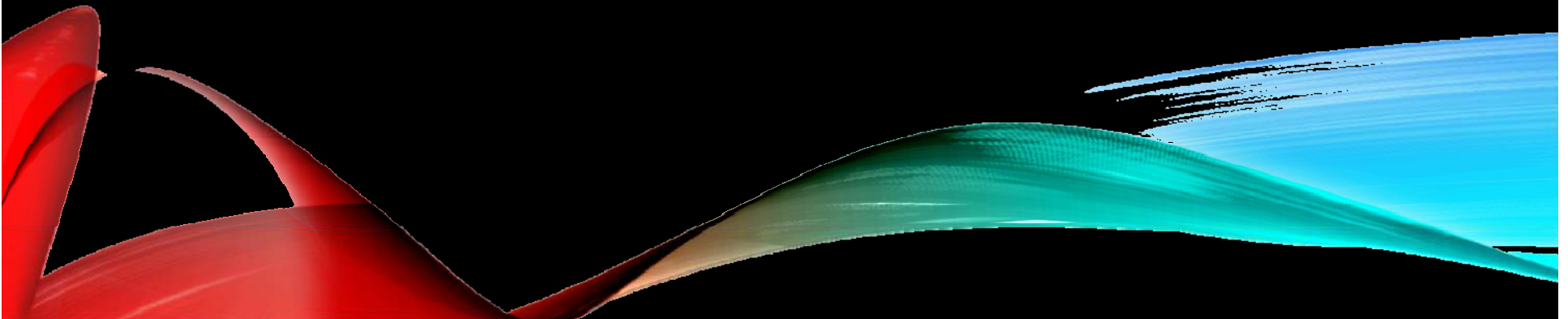
October 13, 2015

Providing a Safe, Student-Centered, High Quality Education to ALL students



MISSION

...is to provide a safe, student-centered, high quality education to ALL students



THE TESTS

- Standardized Testing And Reporting **STAR**

- **Science Assessments**
(California Standards Tests)

- CA Assessment of Student Performance and Progress

CAASPP

- Smarter Balanced Assessment Consortium

SBAC

- **Science Assessments**
(California Standards Tests)

Alternate Assessments

CAPA

CMA



CAASPP

SBAC

Science Assessments (CST)

Alternate Assessments

CAPA

CMA

STAR vs. SBAC

- Scoring: If the test has 100 questions and you get 75 right, what is your score?

STAR

$$75/100 = 75\%$$

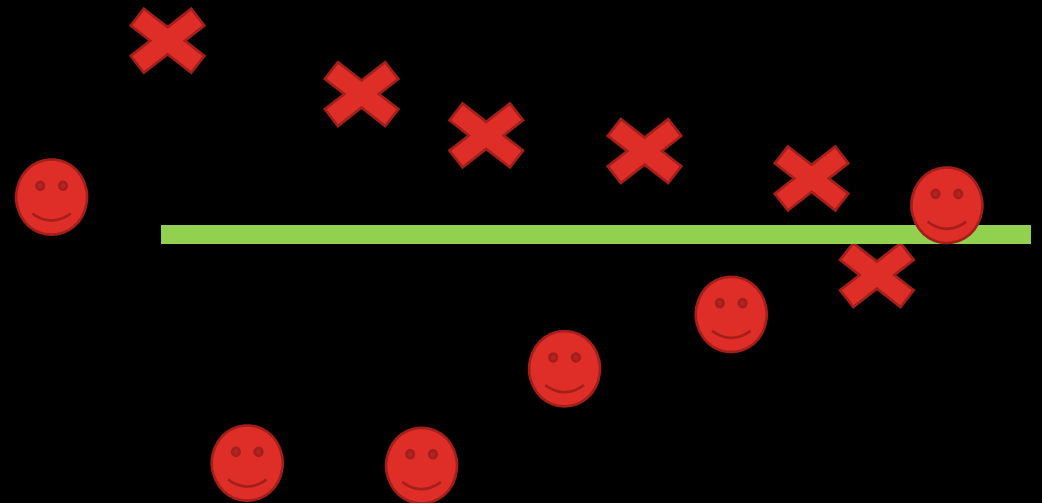
SBAC



STAR vs. SBAC

STAR

SBAC





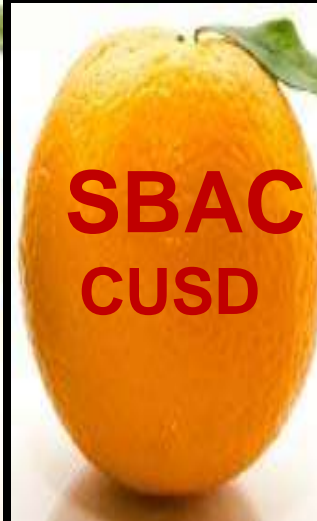
TERMINOLOGY

- STAR

- **Advanced**
- **Proficient**
- Basic
- Below Basic
- Far Below Basic

- SBAC

- **Exceeded Standard**
- **Met Standard**
- Nearly Met Standard
- Standard Not Met





State Average Scores

The "Gap"

CUSD Scores

LCAP Achievement Goal

THE GAP BETWEEN CUSD
AND STATE AVERAGE
SCORES WILL DECREASE
BY 5% FOR ALL STUDENTS
AND BY 10% FOR
SUBGROUPS







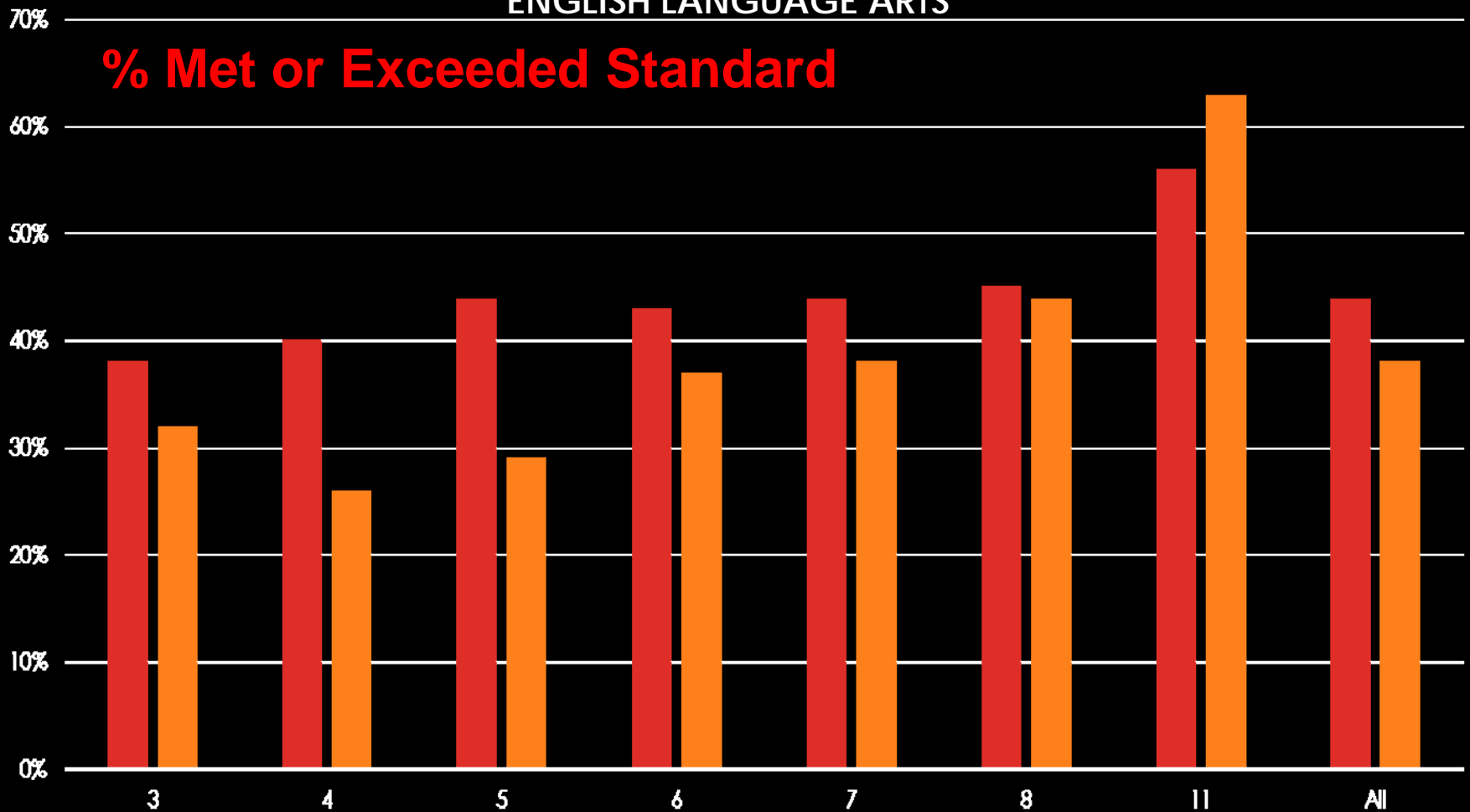
**NOT CONCLUSIVE FOR
INDIVIDUAL STUDENTS**

SAMPLE = RELIABILITY

Sample = Reliability

2015 SBAC ELA SCORES

ENGLISH LANGUAGE ARTS



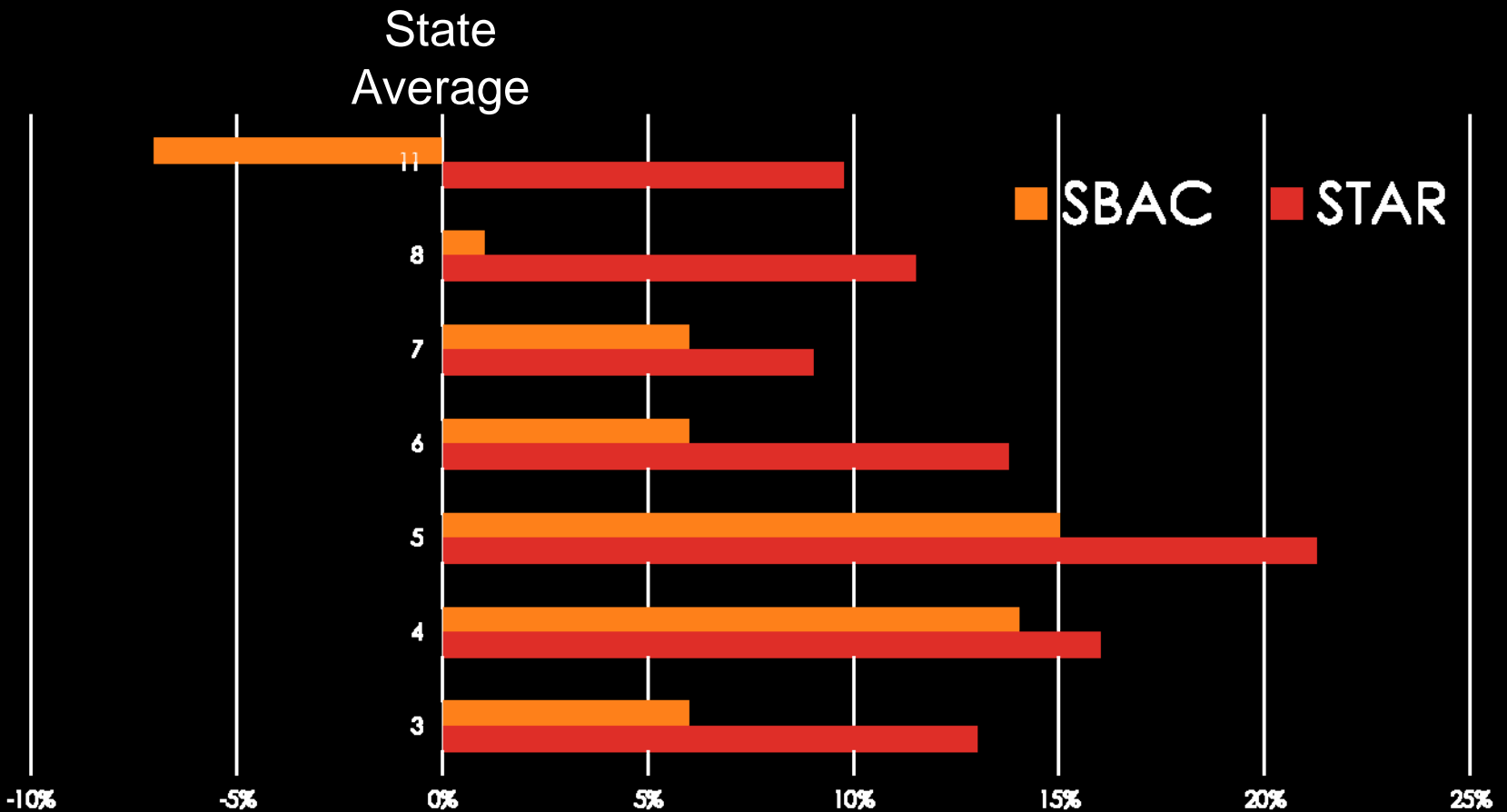
■ State

■ CUSD

ELA HISTORICAL GAPS

Grade	3	4	5	6	7	8	11
2010	15%	14%	13%	11%	17%	12%	13%
2011	14%	16%	25%	13%	11%	8%	10%
2012	13%	18%	25%	15%	5%	14%	8%
2013	10%	16%	22%	16%	3%	12%	8%
Average	13%	16%	21%	14%	9%	12%	10%
2015	6%	14%	15%	6%	6%	1%	-7%

Gap size comparison



ELA SCORES








Average Gap In the last four years of STAR testing

- Gap >10% 96% of the tests
- Gap <10% 14% of the tests
- CUSD above State Averages 0%

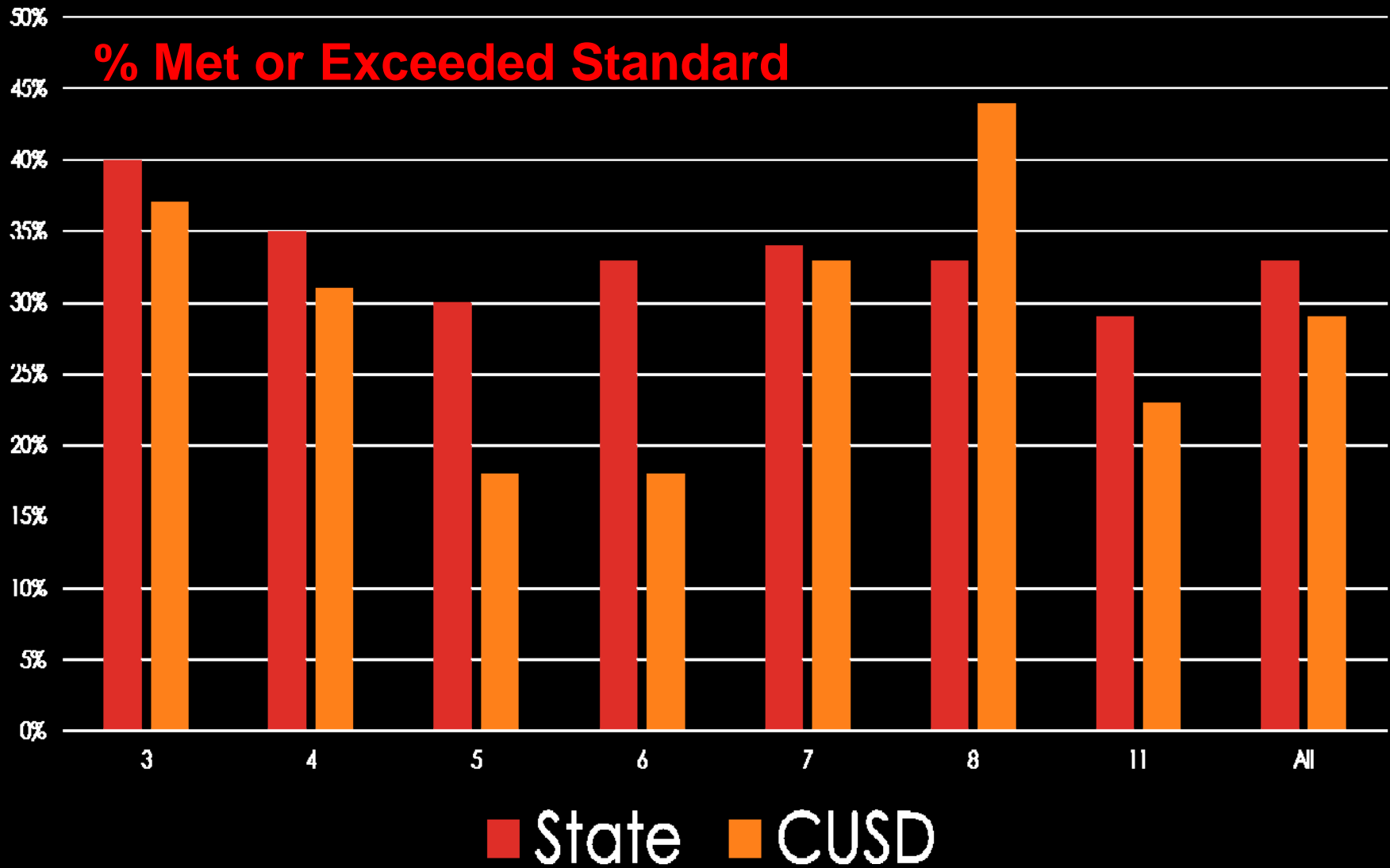
Average Gap on the SBAC Tests

- Gap >10% 29% of the tests
- Gap <10% 57% of the tests
- CUSD scores above State Averages 14%

DID WE MEET OUR 5% ELA GAP DECREASE GOAL?

Grade	Average STAR Gap	SBA Gap	Gap Decrease
3	13%	6%	7% 
4	16%	14%	2% 
5	21%	15%	6% 
6	14%	6%	8% 
7	9%	6%	3% 
8	12%	1%	11% 
11	10%	7% above	17% 

2015 SBAC MATH SCORES

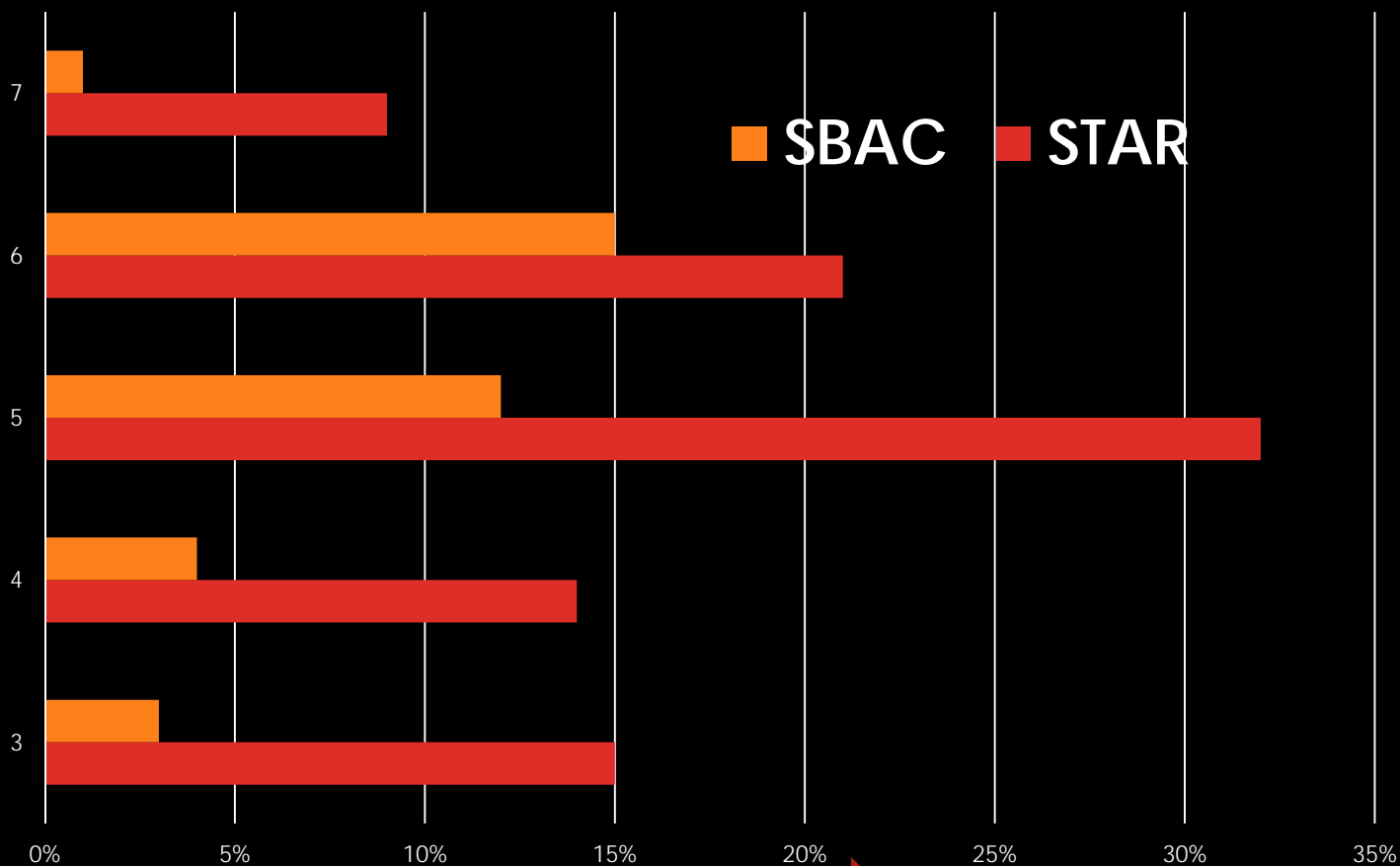


MATH HISTORICAL GAPS

Grade	3	4	5	6	7
2010	14%	12%	18%	31%	9%
2011	16%	26%	42%	12%	9%
2012	17%	11%	30%	16%	7%
2013	13%	6%	37%	26%	10%
Average	15%	14%	32%	21%	9%
2015	3%	4%	12%	15%	1%

Gap size comparison

State
Average



BELOW

MATH SCORES






Average Gap In the last four years of STAR testing

- Gap >10% 80% of the tests
- Gap <10% 20% of the tests
- CUSD above State Averages 0%








Average Gap on the SBAC Tests

- Gap >10% 40% of the tests
- Gap <10% 60% of the tests
- CUSD scores above State Averages in Grade 8!!!






DID WE MEET OUR 5% MATH GAP DECREASE GOAL?

Grade	Average STAR Gap	SBA Gap	Gap Decrease
3	15%	3%	12% 
4	14%	4%	10% 
5	32%	12%	20% 
6	21%	15%	6% 
7	9%	1%	8% 

DID WE MEET OUR 10% ELA GAP DECREASE GOAL FOR HISPANIC STUDENTS?

Grade	Average STAR Gap	SBA Gap	Gap Decrease
3	5%	1%	4% 
4	12%	6% above	18% 
5	17%	1%	16% 
6	10%	6%	4% 
7	9%	1% above	10% 
8	4%	16% above	20% 
11	6%	1%	5% 

DID WE MEET OUR 10% MATH GAP DECREASE GOALS FOR HISPANIC STUDENTS?

Grade	Average STAR Gap	SBA Gap	Gap Decrease
3	12%	1%	11% 
4	15%	6% above	21% 
5	29%	1%	28% 
6	14%	6%	8% 
7	6%	1% above	7% 








**“A RISING TIDE LIFTS
ALL BOATS”**








INTERNAL GAPS

	3	4	5	6	7	8	11
ELA							
White	50%	46%	48%	58%	58%	74%	80%
Hispanic	24%	21%	22%	30%	28%	34%	52%
Gap	26%	25%	26%	28%	30%	40%	28%
Math							
White	64%	53%	24%	31%	61%	65%	32%
Hispanic	27%	28%	16%	14%	22%	36%	17%
Gap	37%	25%	8%	17%	39%	29%	15%

DID WE MEET OUR 10% ELA GAP DECREASE GOAL FOR POVERTY STUDENTS?

Grade	Average STAR Gap	SBA Gap	Gap Decrease
3	6%	2%	4% 
4	12%	3%	18% 
5	16%	5%	16% 
6	9%	0%	4% 
7	7%	1%	10% 
8	3%	0%	20% 
11	6%	10%	5% 

DID WE MEET OUR 10% MATH GAP DECREASE GOALS FOR POVERTY STUDENTS?

Grade	Average STAR Gap	SBA Gap	Gap Decrease
3	9%	1%	8% 
4	13%	2% above	15% 
5	25%	1%	24% 
6	15%	2%	13% 
7	6%	2% above	8% 

CST Science

Grade 5 Grade 8 Grade 10

2015			
State	55%	64%	53%
2015	47%	40%	51%
2013	45%	64%	45%
2012	42%	37%	53%
2011	42%	48%	46%
2010	45%	39%	35%

HOW DO WE COMPARE?

% MET OR EXCEEDED STANDARD

	Colusa	Pierce	Williams	Maxwell	Gridley	Biggs	Durham	Orland	Willows
ELA	38%	38%	22%	34%	42%	26%	48%	24%	23%
Math	29%	33%	13%	25%	27%	15%	36%	14%	12%

High School Scores

	Colusa	Pierce	Maxwell	Williams	Sutter
ELA	66%	46%	44%	48%	60%
Math	24%	22%	14%	10%	28%

A wooden ruler is positioned diagonally across the frame, from the bottom-left towards the top-right. The ruler has black markings and numbers, with '0' at the bottom-left and '18' at the top-right. The background is black with a vibrant, multi-colored wavy pattern at the top, transitioning from yellow and orange on the left to green and blue on the right. Overlaid on the ruler is the text 'HOW WILL WE MEASURE PROGRESS NEXT YEAR?' in a bold, red, sans-serif font.

**HOW WILL WE
MEASURE PROGRESS
NEXT YEAR?**



State Average Scores

“Gap”

2015

1%

1%

1%

1%

1%

2016

1%

1%

1%

1%

1%

1%

1%

1%

1%

1%

CUSD Scores

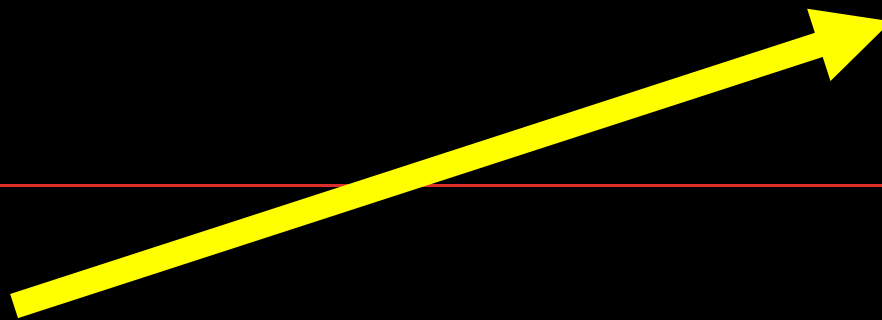
GROWTH!

Exceeded

Met

Nearly Met

Not Met





**EXCITING THINGS
ARE HAPPENING AT
CUSD!!!**

THANK YOU!



PUBLIC NOTICE

There will be a Public Hearing at the October 13, 2015 School Board of Trustees' Meeting to discuss Instructional Materials. Input is welcome from parents, staff and other interested parties.

The Board will be discussing whether the District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks. Sufficient textbooks and instructional materials have been provided to each student, including English learners, in Mathematics, Science, History-Social Science, and English/Language Arts, including the English language development component of an adopted program, and sufficient textbooks or instructional materials have been provided to each pupil enrolled in foreign language or health classes, and sufficient laboratory Science equipment has been provided for Science laboratory classes offered in grades 9-12.

The meeting will be held at Colusa Unified School District, Conference Room, 745 Tenth Street, Colusa, CA 95932 at 6:00 p.m.

RESOLUTION #2015-16.02
SUFFICIENCY OR INSUFFICIENCY OF INSTRUCTIONAL MATERIALS

WHEREAS, the governing board of Colusa Unified School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on October 13, 2015 at 6 o'clock, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the Board provided at least 10 days notice of the public hearing by posting it in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

WHEREAS, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

WHEREAS, information provided at the public hearing detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the Colusa Unified School District, and;

WHEREAS, the definition of "sufficient textbooks or instructional materials" means that each student, including English learners, has a textbook or instructional materials, or both, to use in class and to take home, and;

WHEREAS, between the 2008-09 through the 2015-16 fiscal years, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course within the Colusa Unified School District, have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

Burchfield Primary School Adopted Textbooks
2015-2016

Grades Kdgn - 3: <i>Bridges in Mathematics</i>	Math Learning Center	2015
<i>California Treasures</i>	Macmillan/McGraw Hill	2010
<i>Scott Foresman History - Social Studies</i>	Scott Foresman	2007
<i>FOSS (Full Option Science System)</i>	Delta Education	2007
ELD:		
Grades Kdgn - 3: <i>California Treasures - ELD</i>	Macmillan/McGraw Hill	2010

Egling Middle School Adopted Textbooks 2015-2016

Grades 4-5:	<i>Bridges 2nd Edition</i>	The Mathematics Learning Cntr.	2014
	Science: <i>FOSS</i>	Delta Education	2007
	<i>California Treasures</i>	Macmillan/McGraw Hill	2010
	Social Studies: <i>California Vistas</i>	Macmillan/McGraw Hill	2007
Grade 6:	Connected Mathematics 3	Pearson Education	2014
	Science: <i>Earth Science</i>	Prentice Hall	2008
	<i>California Treasures</i>	Macmillan/McGraw Hill	2010
	Social Studies: <i>History Alive!</i>	Curriculum Institute	2006
Grade 7:	Connected Mathematics 3	Pearson Education	2014
	UCLA Algebra Readiness	Center for Math & Teaching	2008
	Science: <i>Life Science</i>	Prentice Hall	2008
	<i>California Edition</i>		
	Language Arts: <i>Holt Literature</i>	Holt McDougal	2010
	<i>California Spelling Lessons and Activities</i>	Holt McDougal	2010
	Social Studies: <i>Medieval World and Beyond</i>	Curriculum Institute	2006
Grade 8:	Connected Mathematics 3	Pearson Education	2014
	Integrated I	Carnegie Learning	2014
	Science: <i>Physical Science</i>	Prentice Hall	2008
	<i>California Edition</i>		
	Language Arts: <i>Holt Literature</i>	Holt McDougal	2010
	<i>California Spelling Lessons and Activities</i>	Holt McDougal	2010
Social Studies: <i>U.S. Through Industrialization</i>	Curriculum Institute	2006	
Grades 4-8 ELD:			
<i>Language!</i>	Sopris West	2004	

CHS/CAHS Core Textbooks 2015-2016

Mathematics:

<i>Algebra I: Integrated Math 1</i>	Carnegie Learning	2012
<i>Geometry</i>	Prentice Hall	2004
<i>Algebra 2</i>	Prentice Hall	2004
<i>Pre-calculus</i>	Brooks/Cole	2012
<i>Calculus</i>	Houghton Mifflin	2006
<i>Mathematical Models with Applications</i>	W.H. Freeman & Co.	2002

Supplemental

<i>Accelerated Math</i>	Renaissance	2003
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Social Science:

<i>History Alive!</i>	Teacher's Curriculum Institute	2013
<i>The Americans</i>	McDougal Littell	2006
<i>Civics in America</i>	McDougal Littell	2003
<i>The American Pageant (AP)</i>	McDougal Littell	2006
<i>American Government (AP)</i>	McDougal Littell	2006
<i>Economics (AP)</i>	McDougal Littell	2005
<i>Econ Alive!: The Power to Choose</i>	Teacher's Curriculum Institute	2015

Supplemental:

<i>Gale Databases</i>	Cengage Learning	2012
<i>CQ Researcher</i>	CQ Press	2009

Science:

<i>Agriscience</i>	Interstate Publishers, Inc.	2003
<i>Biology</i>	William C. Brown	1996
<i>Introduction to Biology</i>	Teaching Point	2008
<i>Modern Biology</i>	Holt, Rinehart & Winston	2002
<i>Biology: An Ecological Approach</i>	Kendall/Hunt	2007
<i>Chemistry</i>	Prentice Hall	2008
<i>Conceptual Physics</i>	Addison-Wesley	2007
<i>Sustaining the Earth</i>	Brooks/Cole	2007

Supplemental:

<i>Gale Databases</i>	Cengage Learning	2009
<i>CQ Researcher</i>	CQ Press	2009

Science Laboratory Equipment (Gr. 9-12) Essential laboratory equipment is provided through site and categorical funding.

English:

<i>Language of Literature 9</i>	McDougal Littell	2000
<i>Language of Literature 10</i>	McDougal Littell	2000
<i>Language of Literature 11</i>	McDougal Littell	1997
<i>British and World Literature</i>	Southwestern Educational Pub.	1997
<i>College Board Course for English 4</i>	The College Board	2001

Supplemental:

<i>Accelerated Reading</i>	Renaissance Learning	2003
<i>Pacesetter English 1& 4</i>	The College Board	2003
<i>Gale Databases</i>	Cengage Learning	2009
<i>CQ Researcher</i>	CQ Press	2009

Grades 9-12 ELD:

<i>At Home in Two Lands</i>	Heinle & Heinle	1991
<i>The American Heritage Spanish Dictionary</i>	Berkley	2000
<i>The New Grammar in Action – Book 1</i>	Heinle & Heinle	1997
<i>The New Grammar in Action – Book 2</i>	Heinle & Heinle	1998

WHEREAS, sufficient textbooks or instructional materials were provided to each student enrolled in foreign language or health classes, and;

Foreign Language (Spanish):

<i>Realidades I</i>	Pearson-Prentice Hall	2008
<i>Realidades II</i>	Pearson-Prentice Hall	2008
<i>Entre Mundos</i>	Pearson-Prentice Hall	2004
<i>Nuestro Mundo</i>	Holt-McDougal	2002

Health:

<i>Study Skills</i>	Grand Lighthouse	2011
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WHEREAS, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

THEREFORE, IT IS RESOLVED that for the 2015-2016 school year, the Colusa Unified School District has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED THIS 13th day of October, 2015, at a meeting, by the following vote:

AYES:
NOES:
ABSENT:

Attest:

Dwayne Newman, Secretary
of the Governing Board
Colusa Unified School District

Lincoln Forry, President
of the Governing Board
Colusa Unified School District

This agreement, made in one copy, on the 16th day of December in the year Nineteen Hundred Eighty Three, by and between Colusa County Superintendent of Schools, Colusa County, California, (representing the State Allocation Board, State of California, hereinafter called the Client and the Colusa Unified School District, hereinafter called the Contractor.

A G R E E M E N T

This Agreement is entered into this 14TH day of NOVEMBER ¹⁹⁸³ between the COLUSA UNIFIED School District (hereinafter referred to as "District") and the Colusa County Superintendent of Schools (hereinafter referred to as "Superintendent"). In consideration of the mutual obligations set forth herein, the parties agree as follows:

1. Lease. District leases to Superintendent a parcel of land commonly known as the James M. Burchfield Primary School, California. Site to be approved by District Board.

2. Term. The term of said lease shall be for forty (40) years from the effective date of this Agreement, or until the expiration of any lease or lease-purchase agreement between Superintendent and the State of California, California Department of Education, the California Department of General Services, or the California State Allocation Board pertaining to buildings, relocatable building, or other projects to be located on said James M. Burchfield Primary School site pursuant to the Building Lease-Purchase Law of 1976 (Education Code Sections 17700 et seq.) or other legal authority whichever is later, but in no event shall the lease period exceed forty (40) years.

3. Purpose. This lease is made in order to provide Superintendent suitable real property upon which to construct, lease, or lease-purchase a school facilities project in cooperation with the California State Allocation Board in accordance with said Lease-Purchase Law of 1976.

4. Rental. Superintendent shall not be required to pay rent for the lease of the premises.

5. Use of Premises. Superintendent shall use the premises exclusively and continuously for educational purposes, to include classrooms (permanent or relocatable).

6. Maintenance. Superintendent shall be responsible for all maintenance and repairs to the premises, including landscaping, maintenance of trees and plantings, and the provision of utilities.

7. Improvements. Superintendent may make improvements to the premises of both temporary and permanent nature, including paving, utility installation, new construction, or relocation of existing facilities. All such improvements shall revert to District upon expiration of this lease.

8. Liability. Superintendent shall assume all risks associated with leasing the premises, and shall indemnify and save harmless District from all claims, damages, or liabilities due to property damage or personal injury arising from lessee's use or occupation of the premises, unless the proximate cause of such claim, damage or liability is the sole negligence of the district. Superintendent and District shall maintain adequate liability insurance to protect them from such liability.

9. Permits. Superintendent shall comply with all applicable federal, state and local regulations pertaining to his intended use of the premises and to the installation of any buildings and the making of improvements.

10. Cooperation With District. In the event that any improvements to the premises to be made by the Superintendent require the use of District roads or facilities located on adjacent premises retained by District, or because their location, operation, or effect have an impact on District's use of such retained premises, Superintendent and District shall meet and agree on a mutually acceptable method for accommodating such improvements.

11. Assignment. Superintendent shall not sublet or assign this lease without written approval of District.

12. Early Termination. In the event that Superintendent's intended agreement with the State Allocation Board or Department of General Services under said Lease-Purchase Law is not consummated or is terminated prior to expiration of this lease under Section 2 above, District shall have the right to terminate this lease upon thirty (30) days' written notice to Superintendent. The Superintendent shall bear all costs to return site to original condition.

13. Title. Title to the building will remain in the name of California State Allocation Board until the term of lease (40 years) expires, at which time, title may be negotiated between the County Superintendent of Schools and the District. The District shall have first right of purchase.

Colusa Unified SCHOOL DISTRICT

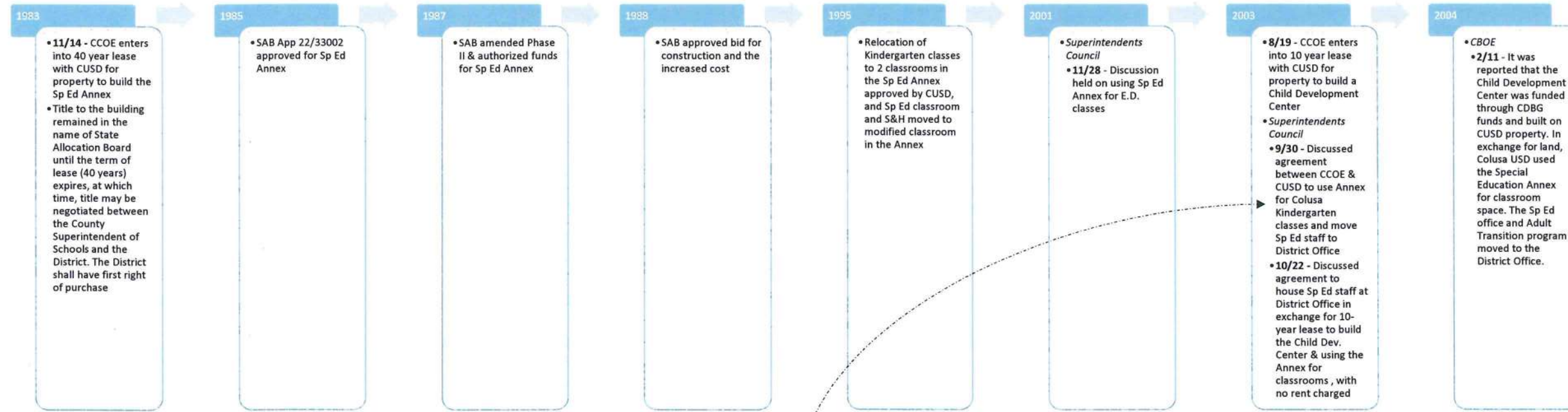
By Jim Mark
Title Jim Mark, Superintendent

COLUSA COUNTY SUPERINTENDENT OF SCHOOLS

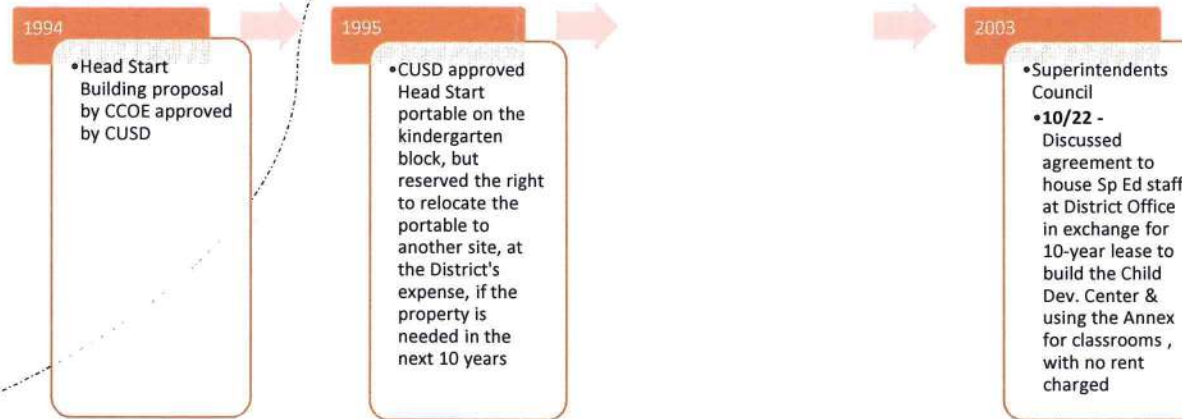
By John Sattzen
Title Co. Supt.

APPROVED AS TO FORM
Harold Wilsey II
HAROLD WILSEY II
COLUSA COUNTY COUNSEL

CCOE - CUSD Land Use Agreement History

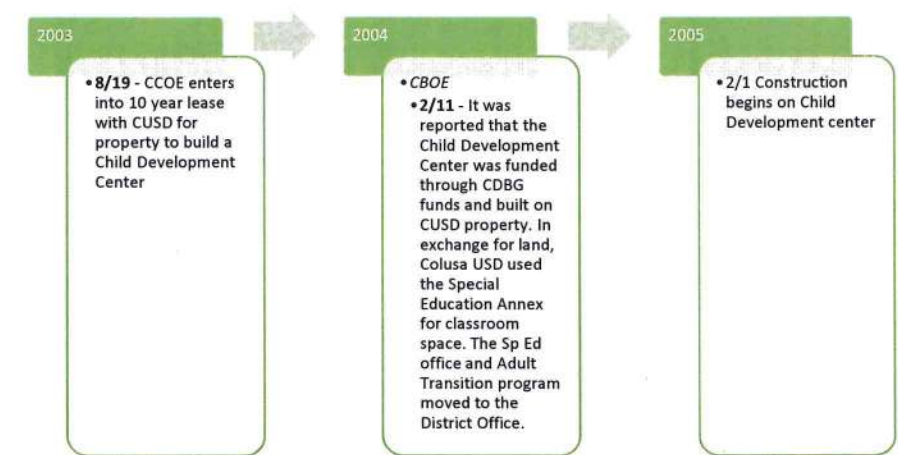


Special Education Annex - 400A Fremont Street



Colusa Head Start Portables - 728 5th Street

Common goal of Colusa Head Start, and Colusa Children's Center was to better prepare low income preschool students for Colusa Kindergarten classes.



Colusa Children's Center - 705 5th Street

**RESOLUTION #2015-16.02
SUFFICIENCY OR INSUFFICIENCY OF INSTRUCTIONAL MATERIALS**

WHEREAS, the governing board of Colusa Unified School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on October 13, 2015 at 6 o'clock, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the Board provided at least 10 days notice of the public hearing by posting it in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

WHEREAS, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

WHEREAS, information provided at the public hearing detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the Colusa Unified School District, and;

WHEREAS, the definition of "sufficient textbooks or instructional materials" means that each student, including English learners, has a textbook or instructional materials, or both, to use in class and to take home, and;

WHEREAS, between the 2008-09 through the 2015-16 fiscal years, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course within the Colusa Unified School District, have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

**Burchfield Primary School Adopted Textbooks
2015-2016**

Grades Kdgn - 3: <i>Bridges in Mathematics</i>	Math Learning Center	2015
<i>California Treasures</i>	Macmillan/McGraw Hill	2010
<i>Scott Foresman History - Social Studies</i>	Scott Foresman	2007
<i>FOSS (Full Option Science System)</i>	Delta Education	2007
ELD:		
Grades Kdgn - 3: <i>California Treasures - ELD</i>	Macmillan/McGraw Hill	2010

**Egling Middle School Adopted Textbooks
2015-2016**

Grades 4-5:	<i>Bridges 2nd Edition</i>	The Mathematics Learning Cntr.	2014
	Science: <i>FOSS</i>	Delta Education	2007
	<i>California Treasures</i>	Macmillan/McGraw Hill	2010
	Social Studies: <i>California Vistas</i>	Macmillan/McGraw Hill	2007
Grade 6:	Connected Mathematics 3	Pearson Education	2014
	Science: <i>Earth Science</i>	Prentice Hall	2008
	<i>California Treasures</i>	Macmillan/McGraw Hill	2010
	Social Studies: <i>History Alive!</i>	Curriculum Institute	2006
Grade 7:	Connected Mathematics 3	Pearson Education	2014
	UCLA Algebra Readiness	Center for Math & Teaching	2008
	Science: <i>Life Science</i>	Prentice Hall	2008
	<i>California Edition</i>		
	Language Arts: <i>Holt Literature</i>	Holt McDougal	2010
	<i>California Spelling Lessons and Activities</i>	Holt McDougal	2010
	Social Studies: <i>Medieval World and Beyond</i>	Curriculum Institute	2006
Grade 8:	Connected Mathematics 3	Pearson Education	2014
	Integrated I	Carnegie Learning	2014
	Science: <i>Physical Science</i>	Prentice Hall	2008
	<i>California Edition</i>		
	Language Arts: <i>Holt Literature</i>	Holt McDougal	2010
	<i>California Spelling Lessons and Activities</i>	Holt McDougal	2010
	Social Studies: <i>U.S. Through Industrialization</i>	Curriculum Institute	2006
Grades 4-8 ELD:			
	<i>Language!</i>	Sopris West	2004

**CHS/CAHS Core Textbooks
2015-2016**

Mathematics:

<i>Algebra I: Integrated Math 1</i>	Carnegie Learning	2012
<i>Geometry</i>	Prentice Hall	2004
<i>Algebra 2</i>	Prentice Hall	2004
<i>Pre-calculus</i>	Brooks/Cole	2012
<i>Calculus</i>	Houghton Mifflin	2006
<i>Mathematical Models with Applications</i>	W.H. Freeman & Co.	2002

Supplemental

<i>Accelerated Math</i>	Renaissance	2003
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Social Science:

<i>History Alive!</i>	Teacher's Curriculum Institute	2013
<i>The Americans</i>	McDougal Littell	2006
<i>Civics in America</i>	McDougal Littell	2003
<i>The American Pageant (AP)</i>	McDougal Littell	2006
<i>American Government (AP)</i>	McDougal Littell	2006
<i>Economics (AP)</i>	McDougal Littell	2005
<i>Econ Alive!: The Power to Choose</i>	Teacher's Curriculum Institute	2015

Supplemental:

<i>Gale Databases</i>	Cengage Learning	2012
<i>CQ Researcher</i>	CQ Press	2009

Science:

<i>Agriscience</i>	Interstate Publishers, Inc.	2003
<i>Biology</i>	William C. Brown	1996
<i>Introduction to Biology</i>	Teaching Point	2008
<i>Modern Biology</i>	Holt, Rinehart & Winston	2002
<i>Biology: An Ecological Approach</i>	Kendall/Hunt	2007
<i>Chemistry</i>	Prentice Hall	2008
<i>Conceptual Physics</i>	Addison-Wesley	2007
<i>Sustaining the Earth</i>	Brooks/Cole	2007

Supplemental:

<i>Gale Databases</i>	Cengage Learning	2009
<i>CQ Researcher</i>	CQ Press	2009

Science Laboratory Equipment (Gr. 9-12) Essential laboratory equipment is provided through site and categorical funding.

English:

<i>Language of Literature 9</i>	McDougal Littell	2000
<i>Language of Literature 10</i>	McDougal Littell	2000
<i>Language of Literature 11</i>	McDougal Littell	1997
<i>British and World Literature</i>	Southwestern Educational Pub.	1997
<i>College Board Course for English 4</i>	The College Board	2001

Supplemental:

<i>Accelerated Reading</i>	Renaissance Learning	2003
<i>Pacesetter English 1& 4</i>	The College Board	2003
<i>Gale Databases</i>	Cengage Learning	2009
<i>CQ Researcher</i>	CQ Press	2009

Grades 9-12 ELD:

<i>At Home in Two Lands</i>	Heinle & Heinle	1991
<i>The American Heritage Spanish Dictionary</i>	Berkley	2000
<i>The New Grammar in Action – Book 1</i>	Heinle & Heinle	1997
<i>The New Grammar in Action – Book 2</i>	Heinle & Heinle	1998

WHEREAS, sufficient textbooks or instructional materials were provided to each student enrolled in foreign language or health classes, and;

Foreign Language (Spanish):

<i>Realidades I</i>	Pearson-Prentice Hall	2008
<i>Realidades II</i>	Pearson-Prentice Hall	2008
<i>Entre Mundos</i>	Pearson-Prentice Hall	2004
<i>Nuestro Mundo</i>	Holt-McDougal	2002

Health:

<i>Study Skills</i>	Grand Lighthouse	2011
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WHEREAS, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

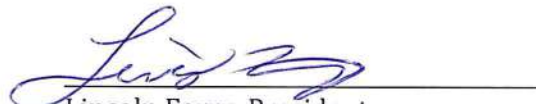
THEREFORE, IT IS RESOLVED that for the 2015-2016 school year, the Colusa Unified School District has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED THIS 13th day of October, 2015, at a meeting, by the following vote:

AYES: 5
NOES: 0
ABSENT: 0

Attest:


Dwayne Newman, Secretary
of the Governing Board
Colusa Unified School District


Lincoln Forry, President
of the Governing Board
Colusa Unified School District

July 1, 2015
Thru
June 30, 2018

Colusa County Consortium Plan

For Serving Expelled Students

BETWEEN

*Colusa County Superintendent of Schools Office
Colusa Unified School District
Maxwell Unified School District
Pierce Joint Unified School District
Williams Unified School District
Colusa County Behavioral Health
Colusa County Probation Department
Colusa County Sheriff's Department*

Colusa County Consortium Plan for Serving Expelled Students

Introduction

Education Code 48926 requires a countywide plan, which shall include the following provisions:

- a. Enumerate existing educational alternatives for expelled youth
- b. Identify gaps in educational services to expelled pupils
- c. Identify strategies for filling those gaps in services
- d. Identify alternative placement for pupils who are expelled from districts within the county.

Educational programs within the County of Colusa provide a variety of opportunities for students who are in need of traditional and/or alternative education programs. Individual school districts offer a variety of program options within their respective schools. The Colusa County Office of Education-Student Support Services Department operates a Community School and Opportunity Classes.

A student whose behavior has resulted in expulsion is given a rehabilitation plan that is designed by the district of residence. The rehabilitation plan may involve one or more of the options outlined. A student who is simply in need of an educational alternative may also access these programs through a Parent request, District and/or County referral process.

Education Code 48926:

Each County Superintendent of Schools in counties that operate a community school pursuant to Section 1980, in conjunction with superintendents of the school districts within the county, shall develop a plan to provide education services to all expelled pupils in that county. The plan shall be adopted by the governing board of each school district within the county and by the County Board of Education.

The plan shall enumerate existing educational alternatives for expelled pupils, identify gaps in educational services to expelled pupils, and strategies for filling those service gaps. The plan shall also identify alternative placements for pupils who are expelled and have been placed in district alternative education programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board.

Each county superintendent of schools, in conjunction with the superintendents of the school districts, shall submit to the Superintendent of Public Instruction the county plan for providing educational services to all expelled pupils in the county no later than June 30, 2016, and shall submit a triennial update of the plan to the Superintendent of Public Instruction, including the outcome data pursuant to Section 48916.1, on June 30th, thereafter.

Education Code 48916.1:

- a. At the time an expulsion of a pupil is ordered, the governing board of the school district shall ensure that an education program is provided to the pupil who is subject to the expulsion order for the period of the expulsion. Except for pupils expelled pursuant to subdivision (d) of Section 48915, the governing board of a school district is required to implement the provision of this section only to the extent funds are appropriated for this purpose in the annual Budget Act or other legislation, or both.
- b. Notwithstanding any other provision of law, any educational program provided pursuant to subdivision (a) may be operated by the school district, the county superintendent of schools, or a consortium of districts or in joint agreement with the county superintendent of schools.
- c. Any educational program provided pursuant to subdivision (b) may not be situated within or on the grounds of the school from which the pupil was expelled.
- d. If the pupil subject to the expulsion order was expelled from kindergarten or grades 1 to 6, inclusive, the education program provided pursuant to subdivision (b) may not be combined or merged with educational programs offered to pupils in any of the grades 7 to 12, inclusive. The district or county program is the only program required to be provided to expelled pupils as determined by the governing board of the school district.
- e. Each school district shall maintain data as specified in this subdivision and report the data annually to the State Department of Education, commencing June 1, 2016, provide data to the CCOE, on forms provided by the State Department of Education. The school district shall maintain the following data:
 1. The number of pupils recommended for expulsion;
 2. The grounds for each recommended expulsion;
 3. Whether the pupil was subsequently expelled;
 4. Whether the expulsion order was suspended;
 5. The type of referral made after the expulsion; and
 6. The disposition of the pupil after the end of the period of expulsion.
- f. When a school district does not report outcome data as required by this subdivision, the Superintendent of Public Instruction may not apportion any further money to the school district pursuant to Section 48664 until the school district is in compliance with the provisions of this

subdivision. Before withholding the apportionment of funds to a school district pursuant to this subdivision, the Superintendent of Public Instructions shall give written notice to the governing board of the school district pursuant to this subdivision, the Superintendent of Public Instruction shall give written notice to the governing board of the school district that the school district has failed to report the data required by paragraph (1) and that the school district has 30 calendar days from the date of the written notice of noncompliance to report the requested data and thereby avoid the withholding of the apportionment of funds.

- g. If the county superintendent of schools is unable for any reason to serve the expelled pupils of a school district within the county, the governing board of that school district may enter into an agreement with a County Superintendent of Schools in another county to provide education services for the district's expelled pupils.

Existing School District Alternatives for Expelled Students

Each school district will take steps to see that services are provided for students who have an expulsion hearing. A student whose behavior has resulted in expulsion shall be given a rehabilitation plan that is designed by the district of residence. Any recommended placement should be monitored and appropriate documentation maintained. This plan may involve one or more of the options outlined below.

The governing board of each school district will determine which educational alternatives are appropriate and available. Educational alternatives throughout Colusa County for students recommended for expulsion include, but are not limited to, the following options:

1. *Expulsion, suspended order, with placement on a different campus within the district;*
2. *Expulsion, suspended order, with placement in District Independent Study, if the parent consents;*
3. *Expulsion, suspended order, with subsequent transfer to another district following inter-district request processes;*
4. *Expulsion, suspended order, with transfer to the Colusa County Office of Education Community School Program;*
5. *Expulsion with subsequent transfer to Community Day school within another district; or*
6. *Expulsion with referral to the Colusa County Office of Education Community School Program.*
7. *Because the goal of the community school is to reunify students to their home schools as timely as possible, districts could consider expulsion on a semester/case by case basis as well as a Resource Specialist to monitor the Rehabilitation Plan.*

Colusa County Consortium Plan for Serving Expelled Students

The Colusa County Board of Education and the Governing Boards of each school district within Colusa County believe that all students are entitled to an appropriate public education. Access to educational services will assist students to achieve their educational, career, and life goals; minimize future involvement with the Juvenile Court System for those students at risk; and maximize the opportunity for a higher quality of life.

The Colusa County Board of Education, the Colusa County Superintendent of Schools, and the Governing Boards for the four Colusa County School Districts shall make every effort to keep all students in a school where an appropriate education can be provided, including those students who are expelled.

Educational programs within Colusa County provide numerous opportunities for students who are in need of traditional and/or alternative education programs. School districts in Colusa County offer a broad spectrum of educational alternatives, including, but not limited to:

- Counseling Services
- After school Tutoring
- Alternative Educational Programs, i.e. Continuation/Alternative High Schools, Independent Study, Home Schooling, In-House Suspension and Home Suspension
- DART/SARB Referrals
- Parent Contacts

The Colusa County Office of Education programs include:

- Colusa County Community School at the Education Village in Williams. (Hereinafter referred to as the “**S. William Abel Community School**”).
- Special Education Services
- Advancement Via Individual Determination (AVID) Classes
- Nutritional Classes
- Positive Behavioral Interventions & Supports (PBIS)
- Rosetta Stone Classes
- Opportunity Classrooms

- Opportunity or Remediation/Tutoring during school hours
- Parent Contacts and Home Visits when necessary
- Collaboration with Colusa Behavioral Health
- Collaboration with Colusa County District Attorney
- Collaboration with Colusa County Probation Department
- Collaboration with Colusa County Sheriff's Department

Collaboratively, the four Colusa County School Districts and the Colusa County Office of Education offer a significant continuum of services providing alternatives to students prior to expulsion and services for expelled and at risk students.

Colusa County Office of Education Overview

The Colusa County Office of Education Student Support Services Department will offer an educational option for expelled and at risk students through the Community School, provided ADA is adequate to support the program. The Colusa County Community School program is a permissive educational program that provides the four local school districts with an educational option for expelled and at risk youth.

Colusa County Office of Education Guidelines for Countywide Programs Serving Expelled and At Risk Students:

- Students will successfully complete an individualized learning plan that will enable the student to return to their home school.
- Students will exhibit appropriate behavior and have good school attendance.
- Students will be provided a learning environment that is accepting of all students, increases resiliency and enhances self-esteem.
- Students will be provided an academic program of instruction that is aligned to State standards and incorporates skills that will help them be socially and emotionally successful.
- Students will be assisted in making a smooth transition back to their home school.

Colusa County Educational Alternatives for Expelled and At Risk Youths

The Colusa County Office of Education offers the following options for expelled and at risk youth:

- S. William Abel Community School at the Educational Village in Williams

Gaps in Educational Services

Six major gaps exist in respect to providing a comprehensive system of educational services to expelled students. Expelled students in grades 7-12 will be referred to the S. William Abel Community School at the Educational Village in Williams.

Gaps in Educational Services	Colusa County/District Strategies for Addressing Gaps
<p>1. The school districts in Colusa County are small and generally expel a small number of students during the course of a school year. Developing programs for such students, located in each district, is not financially possible. The districts and the Colusa County Office of Education must work to develop solutions that are both educationally sound and financially possible.</p>	<p>A. Depending on the Education Code violation, students may be placed on a suspended expulsion and allowed to remain on the school site with a mandatory behavior contract, terms and conditions.</p> <p>B. Depending on the Education Code violation, a student may be placed on a suspended expulsion and placed at a District Alternative/Continuation High School or in Independent Study, with a mandatory behavior contract, terms and conditions.</p> <p>C. An expelled student may possibly attend another district under a mandatory behavior contract, as determined by established inter-district agreements.</p> <p>D. Districts will continue to explore other possible means of discipline in lieu of expulsion when a student commits an expellable offense. <u>Districts will continue to explore other means of discipline prior to expelling a student.</u></p>
<p>2. The district-operated Community Day School option for expelled students, as described in current California Education Code, is difficult for the local districts to develop due to the following reasons:</p>	<p>A. The six (6) hour, or 360 minute day exceeds the required hours for a minimum school day (240 minutes), the required hours for a continuation school day (15 hours per week), and the required hours for students enrolled in the various elementary and secondary school programs.</p>

	<p>B. The District Community Day School program limits the available instructional strategies which can be used, such as contracted study, which limits the program flexibility required for success.</p> <p>C. The separation of students in grades K-6 from students in grades 7-8 also creates boundaries that will be financially and/or geographically difficult.</p> <p>D. The cap on the number of students able to be served by small districts severely limits the availability for each individual school district to operate their own Community Day School.</p>
<p>3. A student could be expelled from the District under Education Code 48915 and referred to either a Community Day School (if available), or the S. William Abel Community School . This student could then commit another violation of Education Code 48915, or simply not attend, and ultimately be referred back to the original District. If the student fails the program or commits another expulsion type offense, there may not be any viable alternative remaining.</p>	<p>A. The S. William Abel Community School will develop, in collaboration with the Colusa County Probation Department, alternative strategies for those expelled students who commit another violation of Education Code 48915 while attending the S. William Abel Community School.</p> <p>B. The truancy notification process will begin on students with three (3) unexcused absences or three (3) tardies of thirty minutes or more. Probation will be notified immediately for those students on probation and not attending school.</p> <p>C. A County Student Study Team may be established to evaluate the student’s needs and suggest alternative placements.</p> <p>D. When all educational options available to Colusa County have been exhausted, placement in a contiguous county will be explored. Colusa County Office of Education will establish a reciprocal consideration relationship with Glenn, Yolo and Sutter counties in order to address the service gap.</p>
<p>4. Students who are expelled by the individual small school districts within Colusa County vary as to age, grade level and expulsion offenses. The wide range of age, grade level and seriousness of the offense makes it difficult to provide appropriate programs for these districts.</p>	<p>A. Expelled students will be referred to the S. William Abel Community School. County Community School staff will develop alternative strategies for working with these students. County Community School Staff will offer curriculum for grades 7-12.</p>
<p>5. There are significant geographical distances between local small districts, thus the county operated Community School for districts would require either extensive busing, which is not financially feasible for the districts, or parent provided transportation, which is often impossible for the parents.</p>	<p>A. Colusa County Transit will be available at a minimum cost to transport students and/or parents will be responsible to transport their children to school. Special Education Students may access transportation through the IEP process.</p> <p>B. Other transportation options continue to be explored.</p>

<p>6. Students in Kindergarten and grades one through six who are expelled do not have the same educational options available as do expelled students who are in grades seven through twelve. The number of expelled students in grades one through six are not significant enough to develop an elementary school classroom or program. The geographic spread of the schools and the scarcity of expulsion cases present a challenge to establishment of a program to serve this group.</p>	<p>A. A separate Community School may be established to serve students in grades one through six if the number of mandatory expulsions in the county increase to provide sufficient ADA to fund an additional school. Elementary students may not be housed at the same campus as students in grades 7-12. Current Colusa County Office of Education programs for expelled students are all housed on a single site.</p> <p>B. A student may possibly attend another district under a mandatory behavior contract, per existing inter-district agreements.</p> <p>C. The elementary districts will use all their local alternatives in providing educational programs for their expelled students.</p> <p>D. Districts will monitor changes under the community day school and community school legislation. Joint planning may result in options that do not currently exist between participating districts.</p> <p>E. In the event that a program serving K-6 expelled students is established by the Colusa County Office of Education, an alternative location will be developed in conjunction with the districts.</p>
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Process for Referral to the Colusa County Office of Education Community School

Step I

The school district of residence continues to maintain responsibility for developing a rehabilitation plan for the student, referring the student to an appropriate educational setting, and ensuring that an education program is provided to the expelled student within or outside the school district.

Step II

Expelled students who fail to meet the terms and conditions of the district rehabilitation plan may be referred to the S. William Abel Community School, a different district school, another district program, a district Community Day School (if available).

Colusa County Office of Education, Student Support Services staff; S. William Abel Community School staff and district staff will review the district rehabilitation plan, and develop an individual learning plan for each student, based on their individual needs and circumstances. Parents will be included and expected to work cooperatively in addressing the needs of their children. Part of this plan may include returning to the school district of residence, once established goals are met. Alternative strategies will be developed by Community School staff for those students who have difficulty meeting the terms and conditions of their District designed rehabilitation plan. Transportation services are not provided.

Students referred to the S. William Abel Community School from the districts are under the plan developed by each district and will be held accountable to both the district and the County. If a placement at the S. William Abel Community School does not result in meeting the student's needs or the S. William Abel Community School student commits an offense that precludes their continued attendance at the community school, the student will be referred back to the district.

The district will provide documents required for enrollment (i.e. referral form, California Statewide Student Identifier number, cumulative file, expulsion-rehabilitation plan) at the time of referral from the district governing board to the Colusa County Student Support Services Department. Student Support Services Department will provide districts with progress reports and notification of a student's change in residence, termination from the program or completion of requirements for graduation. District administrators will be provided data necessary to meet all reporting requirements of Ed Code 48916.

Revenue generated by the student ADA while in attendance at the S. William Abel Community School and any special one-time funds, constitute the source of funding for the S. William Abel Community School. In the event the costs of operating programs that have been requested by the districts should exceed revenue generated by ADA and associated funds, excess costs as agreed to by the county office and districts will be billed back to the districts based on their share of program use.

Special Education

Any student referred to the S. William Abel Community School that has an active IEP, must present a copy of his/her most recent IEP upon registration. The change of placement IEP meeting prior to sending the pupil to the S. William Abel Community School will be mutually agreed by districts and county office.

Any student referred to the S. William Abel Community School that has an active Individual Education Plan, must include IEP language that identifies how the provisions of the IEP will be implemented at the new placement. Prior to placement at the S. William Abel Community School, the IEP team, with representatives from S. William Abel Community School and the district, will determine that the S. William Abel Community School is an appropriate placement and the IEP can be implemented at that site. SELPA coordination will be necessary to insure that the student's needs can and will be addressed by appropriately credentialed staff. Every effort must be made to insure compliance with PL 101476 in the event of a special education student expulsion. It is anticipated that Colusa County Office of Education and the Special Education staff at the referring district site will coordinate the efforts to determine the most appropriate placement and continuity of IEP implementation.

Should it become necessary to reevaluate the appropriateness of services and/or placement as mandated in a student's IEP, while the student is in attendance in a Colusa County program, representatives from the referring district will be invited to participate in any meetings where change of services or placement will be discussed.

Colusa County Behavioral Health

The Colusa County Behavioral Health (CCBH) provides counseling, crisis intervention, information and referral, mental health education, patients' rights advocacy, peer support, wellness and recovery groups. The Colusa County Office of Education personnel attend the monthly Multi Discipline Meetings sponsored by the CCBH and includes stakeholders from various organizations in the county (Behavioral Health, Social Services, Probation, Sheriff's Department, Police Department, district school counselors/nurses) to discuss services to students and families through the Wrap Around Program.

Colusa County District Attorney

Encouraging an opportunity to have an alternative placement for kids rather than Juvenile Hall. Opportunity to repair their behavior.

Colusa County Probation Department

Recommend student placement. Options for placement in alternative educational program. Regular access of probation officers to counsel and guide students on site. Provide a liaison when needed.

Colusa County Sheriff's Department

Providing students an opportunity to make positive choices and remind them of their boundaries.

Districts agree to notify the County by February 1, of the school year prior to implementing alternative programs of any decision that would result in a significant loss of ADA for the S. William Abel Community. The notification would allow the County to adjust staff size for the following year and present March 15 notification as required by Ed Code. Should a district fail to notify the County in a timely manner, and deficits result, that district will be included in the bill back based on figures generated from the prior attendance period, whether the district remains in the program or not.

The monthly meetings of the Superintendents Council will provide a structure to facilitate dialogue between the Student Support Services Department, S. William Abel Community School, and the districts to address curriculum coordination, graduation requirements, standardized testing, courses of study, and other topics of mutual interest.

Student Violations

Violation of Education Code 48915, section (C)

If a student enrolled in a Colusa County Office of Education Community School program violates any of the following sections of Education code 48915, section (c),

- a) Possessing, selling, or otherwise furnishing a firearm.
- b) Brandishing a knife at another person.
- c) Unlawfully selling a controlled substance.
- d) Committing or attempting to commit a sexual assault.
- e) Possession of an explosive.

Program personnel will:

- Refer the student to the police department or probation for prosecution.
- Inform and work with the home district to find an appropriate placement.
- Inform the family of the option of attending a charter school in or out of the County.
- Offer the student the option of enrolling in another program operated by the Colusa County Office of Education if available.

Additionally, if a student enrolled in a Colusa County Office of Education Community

School program violates any of the following sections of Education code 48900,

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Possessed, sold or otherwise furnished any firearm, knife, explosive, or other dangerous object.

c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, any controlled substance.

d) Unlawfully offered, arranged, or negotiated to sell any controlled substance.

e) Committed or attempted to commit robbery or extortion.

Program personnel will:

- Refer the student to the police department or probation for prosecution.
- Inform and work with the home district to find an appropriate placement.
- Inform the family of the option of attending a charter school in or out of the County.
- Offer the student the option of enrolling in the independent study program or other school program operated by the Colusa County Office of Education.

A student may choose to enroll in a different district, a charter or a private school at the parent's expense. The different district, charter, or private school, however, is under no obligation to accept or serve the expelled student.

EXPULSION
RECOMMENDED INDIVIDUAL LEARNING PLAN

Student _____ DOB _____ School Site _____ Grade _____

Expulsion Order Effective Dates: _____ / _____ / _____ to _____ / _____ / _____

Reason for Expulsion (Ed. Code Violation) _____

Elements of the Recommended Rehabilitation Plan

REQUIRED:

- Enroll in another school district, community school, or community day school
- Periodic review for readmission and/or assessment
- Restricted from school campus/activities
- Community School
- Turn in books and all property of school district
- Restitution
- Maintain appropriate behavior and not pose a danger to others
- Compliance with conditions of expulsion
- Other Rehabilitative Programs

RECOMMENDATIONS FOR:

- Tutoring
- Special Education Assessment
- Job Training
- Counseling
- Employment
- Other Recommendations

OTHER:

- Additional criteria the district requires or will review prior to readmission:

Student performance in the area checked above will be reviewed as part of the readmission process. Successful completion of the Rehabilitation Plan will assist the Board of Trustees in determining if readmission is warranted.

_____	_____	_____	_____
District Superintendent	Date	Pupil	Date

_____	_____	_____	_____
Chair, Board of Trustees	Date	Parent	Date

Colusa County Educational Plan for Expelled Youth (AB922 Plan)

Section 48960 of the California Education Code requires each County Superintendent of Schools, in conjunction with the superintendents of the school districts within the county, to develop a plan for providing educational services to all expelled pupils in that county. It further requires that the plan be adopted by the Governing Board of each school district within the county and the County Board of Education. Finally, this Section requires that each county superintendent of schools, in conjunction with the superintendents of the school districts submit a triennial update to the plan. In order to demonstrate compliance with this legal mandate, the California Department of Education requires that the signatures of both the county and district superintendents be included with the plans to demonstrate that this process has occurred.

Your signatures below serves to verify that your AB922 plan has been updated and approved by your boards.

Michael P. West, Superintendent
Colusa County Office of Education

Date

Dwayne Newman, Superintendent
Colusa Unified School District

Date

Dr. Richard Rhodes, Superintendent
Maxwell Unified School District

Date

Carol Geyer, Superintendent
Pierce Joint Unified School District

Date

Jennifer Foglesong, Superintendent
Williams Unified School District

Date

Your signatures below serves to verify that the AB922 plan has been updated and approved by your County Board of Supervisors.

Colusa County Behavioral Health

Date

Colusa County Probation Department

Date

Colusa County Sheriff's Department

Date

MEMORANDUM OF UNDERSTANDING

Agreement by and between the Colusa County Office of Education, hereinafter called CCOE, and the Colusa Unified School District, hereinafter called CUSD.

RECITALS

WHEREAS, CCOE and CUSD desire and need to provide alternative education programs; and

WHEREAS, the operation of a Community School is one form of an alternative education program that can be used to meet students' needs; and

WHEREAS, CUSD is working in cooperation with the Colusa County Superintendent of Schools, hereinafter called the County Superintendent, and the Colusa County Board of Education, hereinafter called County Board, to provide a Community School as a service to the students as detailed in the Colusa County Consortium Plan for Serving Expelled Students; and

WHEREAS, the County Board may place students into the Community School through a voluntary placement (parent and board approved) or an involuntary placement (Expulsion Order).

AGREEMENT

NOW, THEREFORE, in consideration of the acts and promises contained herein the parties agree that the County Superintendent and County Board are willing to operate a Community School on behalf of CUSD.

FURTHERMORE, the County Superintendent agrees to assign administrative duties to the Assistant Superintendent, Student Support Services for the operation of the Community School and to pay for that administrative time out of the base funding received for the operation of a Community School.

FURTHERMORE, the County Superintendent agrees to hire a teacher, instructional assistant, a part-time counselor, and a clerical assistant and to provide for all classroom materials, equipment, rent, utility and custodial costs for the Community School to pay for these costs out of the base funding received for the operation of a Community School.

FURTHERMORE, understanding the cost of student participation in the operation of the S. William Abel Community School is considerably more than the average revenue generated per average daily attendance (ADA) for the State of California, in the amount of \$17,428, and that the California state mandate for ADA is approximately \$8,291.

FURTHERMORE, the County Superintendent and the Board agree that if the Board and/or parent(s) chooses to place a child into the Community School voluntarily for a period of not

less than one semester, CUSD will be responsible to pay 50% of the total student participation cost, less ADA funds received by the County Superintendent, or approximately \$4,568 per year or \$2,284 per semester at the time of placement.

FURTHERMORE, the County Superintendent agrees to cover all costs, above ADA received by the County Superintendent, for students placed involuntarily into Community School.

FURTHERMORE, the Assistant Superintendent, Student Support Services will report monthly to the Superintendent's Council and the Colusa County Board of Education, to review projected revenues, expenditures, ADA, ending balances, etc., and will include the most current County Board approved Community School budget.

FURTHERMORE, it is agreed that the County Superintendent shall be solely responsible for any and all expenses incurred by the Community School during the current school year.

FURTHERMORE, it is acknowledged that this agreement is for the 2015-2016 school year. This agreement can be extended from year to year upon approval of the County Superintendent, County Board and CUSD Board prior to February 1st of each preceding year.

CCOE: _____

Michael P. West
Colusa County Superintendent of Schools

Date: _____

CUSD: Dwayne K Newman

Dwayne Newman
Colusa Unified School District Superintendent

Date: 10/14/15



Memorandum of Understanding between Northern California STREAM Pathways Consortium (NCSPC) Partners

This Memorandum of Understanding (MOU) is between the Sutter County Superintendent of Schools (SCSOS) and the Colusa Unified School District- Colusa High School, hereinafter to be referred in this document as the "District". The District is located at: 745 Tenth Street, Colusa, CA 95932

The purpose of the MOU is to establish a formal working relationship to complete the scope of work required by the California Career Pathways Trust grant (CCPT) and to set forth operative conditions that will govern this partnership from July 1, 2015 through June 30, 2016. Should legislative action, either State or Federal, create the need to alter the terms of this agreement, the agreement shall be null and void and a new MOU will be developed reflecting changes in the law.

SCSOS; Yolo County Office of Education (COE) and the District agree to all of the following contract provisions:

Assurances

SCSOS will:

- Serve as the lead agency and fiscal agent
- For the 2015-2016 school-year agrees to reimburse the District for actual NCSPC expenditures, not to exceed \$ 68,125 in accordance with the budget proposed in the CCPT application for funding (attached); the unspent portion of the allocated amount listed above may be rolled over to the following fiscal year as long as all of the assurances listed below have been met
- Provide fiscal support through sub-award of California Career Pathways Trust (CCPT) funds in accordance with the budget proposed in the CCPT application for funding
- Assume responsibility for completion and submission of all data, NCSPC program goals and objectives in accordance with CDE-required assurances and certifications
- Provide support services for NCSPC identified career pathway programs

SCSOS and Yolo COE will:

- Provide leadership and support to NCSPC partners
- Promote the vision and sustainability of the NCSPC pathway programs and provide dedicated staff charged with developing and supporting NCSPC career pathways

- Develop a formal decision-making structure including identifying key leaders from education and each industry sector
- Commit to participate in statewide CCPT Network meetings, and to become members of a virtual learning community to share expertise and experiences on the development of career pathway programs, as well as pertinent resources, tools, and strategies
- Commit to maximize available funding streams (in addition to grant funding), to support the needs of all participating students; leverage, connect, and build upon existing investments in education and workforce development
- With the assistance of Industry Sector Coordinators (ISC's), districts, and business partners, develop standards for Work-based Learning (WBL) activities as well as curriculum that ensures student and teacher readiness for WBL activities
- With the assistance of districts, ISC's, and business partners, develop and implement a seamless career readiness certification program aligned to regional business and educational needs and standards
- Create a formal request system for student WBL opportunities and a system for communicating these requests to the business partners
- Coordinate sector meetings that allow secondary, post-secondary, community and industry partners to network and learn from each other
- Convene K-12, Community College, industry and other critical partners to facilitate the development of innovative courses to be used by NCSPC teachers that will ensure effective programs of study aligned to the seven NCSPC sectors, meet district guidelines and graduation requirements, as well as, articulation, dual enrollment, and/or UC a-g approval
- Coordinate the development and implementation of curriculum and industry assessments to be used by NCSPC teachers that integrates STREAM, Career Readiness, Entrepreneurship, academic/technical knowledge, skills and standards across all NCSPC sectors
- Coordinate professional development for district and school staff aligned to pathway development, curriculum integration, data driven instruction, and innovative teaching methods
- Submit budget changes, a yearly expenditure report, a yearly progress report and one end of project report to show (1) student momentum points, (2) program outcomes measures, and (3) program deliverables are being met, within the timelines outlined in the grant
- Develop and coordinate a system of Regional Advisory Committees composed of industry professionals, Deputy Sector Navigators, Industry Sector Coordinators, NCSPC Coordinators and NCSPC Leadership
- Register and upload data to Cal-PASS Plus to facilitate secure data collection; develop of a regional student information system to support the data requirements of the CCPT grant
- With the assistance of the Yuba Community College District, develop regional blended learning cohorts

District will:

- Fully implement and sustain the NCSPC pathways by providing leadership, funding, staffing, facilities and additional supports required to develop and sustain high quality pathways
- Register for Cal-PASS+ to facilitate secure data collection
- Allocate NCSPC funds according to the SCSOS approved spending plan
- Assign at least one certificated or classified staff person to process and report relevant budget and program activities including semi-annual reports to NCSPC
- Participate in at least 80% of NCSPC collaboration opportunities such as professional development, governance, sector meetings, post-secondary and industry agreements
- Recruit, enroll and support, by pathway, students who are broadly representative of the overall school population, including students with special needs
- Work with the NCSPC pathway workgroups to establish opportunities for all students to:
 - Complete approved community college courses while enrolled in high school
 - Participate in developmentally appropriate WBL experiences to expand career and postsecondary awareness
 - Develop personal characteristics and skill sets which are required for success in the workplace
- Between June 30, 2014 and June 30, 2019 develop funding streams (in addition to CCPT funding), to sustain the progress of district pathways as evidenced by the inclusion of pathway funding in the district LCAP
- Assign at least one ELA and/or Math coach or lead teacher to assist in the development and implementation of an integrated academic and technical curricula aligned with CCSS for each CCPT pathway over the course of the CCPT funding cycle
- Assign at least one certificated or classified staff person to collect, organize, and report relevant data to the NCSPC Research Team
- Assign at least one counselor, administrator or support staff person for outreach and assistance in identifying and enrolling students in each CCPT pathway
- Allow NCSPC staff access to pathway recruits and enrolled students for data collection/reporting, relevant assessments, WBL preparation and WBL placements

Budget Controls:

- Prior approval from CDE must be obtained for any capital outlay or equipment replacement purchases per CCPT guidelines; an inventory of assets per CCPT guidelines must be maintained for all capital outlay, and other purchases costing \$500 or more each; all portable computing devices (tablets, printers, etc.) regardless of price, must also be inventoried
- Budget transfers between programs must be approved by the SCSOS; expenditure of funds in anticipation of approval is not permitted; budget revisions shall be submitted to SCSOS twice per year; by November 1st in the fall and March 1st in the spring

Budget Controls (continued):

- The District agrees to develop, complete and maintain all relevant records related to the allotment received and program supporting the purpose of NCSPC career pathways; Documentation must be kept in accordance with standard guidelines followed for all federal and/or state funded programs; accounting statements, forms and related records shall be subject to audit by the Sutter County Superintendent of Schools; audit findings caused by the District's failure to comply with the SCSOS and NCSPC policies and procedures and/or California education codes are the sole responsibility of the District
- Districts shall submit a mid-year invoice for reimbursement of actual expenditures from July 1, 2015 – December 31, 2015 which is due January 15, 2016; Districts may submit a 2nd invoice for reimbursement of actual expenditures from January 1, 2015 – March 31, 2015 which is due April 15, 2016; Districts shall submit a 3rd invoice for reimbursement with the balance due payable upon receipt of a final accounting statement showing all actual expenditures within sixty days of the close of the 2015-2016 school year. This accounting statement shall accompany the final invoice from the District
- In the event the funding SCSOS receives from the State of California is reduced, deferred, or otherwise delayed, a deficit factor to all final reimbursements may be applied; the deficit factor applied will be determined by SCSOS and NCSPC leadership

Terms

The terms of this MOU shall commence on July 1, 2015 and shall extend through June 30, 2016, and will be reviewed for renewal thereafter from year to year unless a party gives 60-days written notice of termination. All parties enter into this MOU for the express purpose of implementing the NCSPC program.

Nondiscrimination

All NCSPC Partners shall comply with all applicable Federal, State, and local anti-discrimination laws, regulations, policies, and ordinances and will not unlawfully discriminate, in the performance of services under this Agreement based on the actual or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, veteran status, or any other basis protected by law.

Modification of Agreement

The NCSPC Partners acknowledge that any modification to this Agreement shall only be effective if in writing and signed by all parties hereto.

Dispute Resolutions

Any disputes that arise under this agreement shall be brought to the NCSPC Leadership. NCSPC Leadership will meet to determine an appropriate resolution of the dispute. In so doing, NCSPC Leadership may request relevant information from any Partner and may invite affected Partners to attend the meeting. Any member of NCSPC Leadership who has a conflict will recuse himself or herself from the meeting. NCSPC Leadership will inform all affected Partners of the resolution of the dispute following the meeting. In the event that a Partner is unsatisfied with the resolution, the Partner may bring the dispute to the Sutter County Superintendent of Schools.

Indemnification

Each Partner agrees to defend, indemnify, and hold harmless the other Partners (including their directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omission of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law.

It is the intention of the Partners that the provisions of this paragraph be interpreted to impose on each Partner responsibility to the other for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, subcontractors and volunteers. It is also the intention of the Partners that where comparative fault is determined to have been contributory, principles of comparative fault will be followed.

Execution

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

Insurance

Each Partner shall be responsible for maintaining sufficient insurance to protect against claims arising from death, bodily or personal injury, or damage to property resulting from actions, omissions, or operations of the Partner, or by its employees or agents, in the performance of this Agreement. Each District shall be responsible for providing any insurance coverage, including when applicable workers' compensation, for employees and students participating in their NCSPC programs.

Confidential Information

Each Partner shall maintain the privacy of student educational records in compliance with the Family Educational Rights and Privacy Act (FERPA) and corresponding California laws.

Wayne K. Musman
District Superintendent

Date: 9/30/15

Bill Cornelius
Sutter County Superintendent of Schools

Date: 9-15-15

Colusa High School – Ag Natural Resources – Animal Science 2015-16

Animal Science Pathway: Expenditure Codes	Career Pathway Program	Sources of Local Match (Cash or In-Kind)		
		District Match	Business/ Community Match	Budget Item Totals
1000 Certificated Salaries	32,500	28,000	0	
2000 Classified Salaries	0	4,000	0	
3000 Employee Benefits	8,125	8,000	0	
4000 Books and Supplies	12,000	5,500	0	
5000 Services and Other Operating Expenditures (other than travel expenditures)	10,000	9,000	47,600	
5200 Travel Conferences	5,500	0	0	
6000 Capital Outlay	0	24,000	-	
7000 Indirect Charges (CDE approved rates apply)				
Totals	68,125	78,500	47,600	

**Colusa Unified School District
and
Colusa Education Association**

Side Letter of Agreement

The Colusa Unified School District Board of Trustees and the Colusa Education Association have tentatively agreed to the following:

Whereas: CUSD signed an agreement with the Mexican Consulate, Sacramento, California to act as the fiscal agent for the Plaza Comunitaria Valentina (Plaza).

Whereas: The Plaza is a community based organization serving the needs of Hispanic / Latino families.

Whereas: The Plaza runs programs which necessitate the hiring of teachers and Coordinators.

Whereas: The CEA understands that those hires are outside of usual school business operations.

Be it therefore agreed, that CEA will not require the Plaza hiring process to comply with the normal CUSD process, and further that the CEA understands that the decisions for hiring are at the sole discretion of the Plaza Director, and further that CEA will not expect unit members to have any preference in Plaza hiring.

This side letter of agreement is approved by the parties bargaining representatives and is subject to ratification by the bargaining unit members and the CUSD Board of Trustees.

Date: 10/14/15

Dwayne K Newman
Dwayne Newman, District Superintendent

Date: 9.23.15

Bobbi J. Weiglein
Bobbi Weiglein, President, CEA



ARCH | NEXUS

ARCHITECTURAL NEXUS, Inc
archnexus.com

SACRAMENTO

1990 Third Street, Suite 500
Sacramento, California 95811
T 916 443 5911

SALT LAKE CITY

2505 East Parleys Way
Salt Lake City, Utah 84109
T 801.924.5000

October 6, 2015

Colusa Unified School District
745 Tenth Street
Colusa, California 95932

Attention: Dwayne Newman, Superintendent

Re: Colusa Unified School District
Colusa High School ADA Restroom and Gymnasium HVAC Replacement Project

Dear Superintendent Newman,

Thank for this opportunity to complete the design services for the subject project. Base on the scope of service stipulated in the District Request for Proposal "Colusa High School ADA Restroom and Gymnasium HVAC Replacement Project, dated August 4, 2015" and the Schematic Design package by Synthesis that you provided, the following revised fee is submitted to the District for consideration:

Basic Design Scope Fee
Nexus Design Team..... \$47,500.00

Additional Service as Requested by District
Topographic Survey of the School..... \$22,500.00

Exceptions

Architectural Nexus does not take exception to the District's standard A/E agreement or reimbursable expenses as defined by the agreement.

The revised Architectural Nexus Design Team includes:

- **Architectural Nexus**
Joseph Yee, AIA, Principal-In-Charge
- **Eclipse Mechanical Engineering, Inc.**
Allan J. Giesbrecht, President
- **The Engineering Enterprise, Electrical Engineers**
Leonard King, Principal
- **Warren Consulting Engineers, Surveyors, Civil Engineering**
George Warren, Principal
- **The Sierra West Group, Construction Cost Estimators**
John Moreno, Estimator

October 6, 2015

Colusa Unified School District

Attention: Superintendent Newman

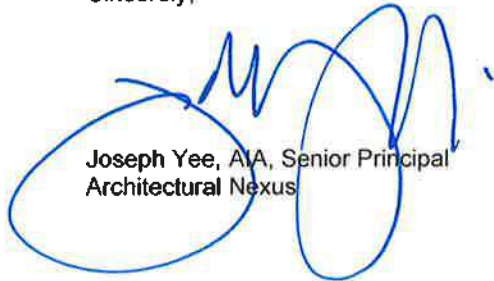
Re: Colusa High School ADA Restroom and Gymnasium HVAC Replacement Project

Thank you for the District's consideration of Architectural Nexus. We look forward to working with you, Mr. Biladeau, the District Staff and faculty, Mr. Chambers and Mr. Browe.

Per Mr. Chambers request we have included the revised project schedule with this proposal.

Please contact me if there are any questions.

Sincerely,



Joseph Yee, AIA, Senior Principal
Architectural Nexus

EXHIBIT A
CONSTRUCTION BUDGET, PROJECT SCHEDULE AND A-E FEES
AGREEMENT
BETWEEN
COLUSA UNIFIED SCHOOL DISTRICT AND SYNTHESIS PARTNERS, INC.
FOR
COLUSA HIGH SCHOOL ADA RESTROOM AND GYMNASIUM HVAC REPLACEMENT PROJECT
A-E SERVICES

Construction Budget: \$647,000

Project Schedule:

A-E shall complete the Basic and Professional Services described in Article 3, within timeframes established in Article 12 and as follows:

Notice to Proceed: 8/26/15

Schematic Design Phase: 8/26/15 – 9/8/15

- Start of Schematic Design Phase – 8/26/15
- Schematic Design submittal – 9/3/15
- Schematic Design review meeting – 9/8/15

Not Applicable

Design Development Phase: ~~9/9/15 – 09/29/15~~ 10/5/15 - 10/27/15

- Start of Design Development Phase – ~~9/9/15~~ 10/5/15
- Design Development submittal – ~~09/24/15~~ 10/20/15
- Design Development review meeting – ~~09/29/15~~ 10/27/15

Construction Document Phase: ~~09/30/15 – 11/3/15~~ 10/28/15 - 12/8/15

- 50% Construction Document submittal – ~~10/13/15~~ 11/12/15

Projected Agency Approval Phase: ~~11/4/15 - 2/17/16~~ **12/9/15 - 3/13/15**

- DSA Submittal – ~~11/4/15~~ **12/9/15**
- Receive DSA review comments* – ~~1/29/16~~ **2/19/16**
- DSA Back Check Comment Response – ~~2/13/16~~ **3/4/16**
- DSA Back Check Meetings* – ~~2/14/16~~ **3/8/16**
- DSA Approval* – ~~2/15/16~~ **3/10/16**
- Receive DSA approved plans and approval letter* – ~~2/17/16~~ **3/13/16**

Bid and Award Phase: ~~2/18/16 - 5/3/16~~ **3/14/16 - 5/10/16**

- Project out-to-bid – ~~2/18/16~~ **3/14/16**
- Bids Due – ~~3/30/16~~ **4/19/16**
- Board Meeting to Approve Construction Contract – ~~4/26/16~~ **5/10/16**

Construction Phase: ~~5/4/16 - 8/26/16~~ **5/10/16**

- Contractor Notice to Proceed – 5/4/16
- Pre-construction submittals – 5/4/16 – 6/3/16
- Mobilization – 6/3/16
- Start of Construction – 6/6/16
- Substantial Completion – 7/29/16
- Final Completion / Owner Occupancy – 8/12/16

Project Close Out: 8/15/16 – 11/4/16

- Construction Contract Closeout Submittals Due – 8/19/16
- Construction Contract Closeout Submittals Review Complete – 8/26/16
- Submit required documents from AE to DSA – 8/29/16
- DSA Project Certification* – 11/4/16

** Agency review times are an estimate and will vary. Actual review times will result in an adjustment to the subsequent dates based on the indicated durations without need to prepare a formal Amendment to this Agreement.*



Proposition 39: California Clean Energy Jobs Act Energy Expenditure Plan

District Site Summary					
Campus	Annual Electric Savings (kWh)	Annual Natural Gas Savings (therms)	Annual Cost Energy Savings (\$)	Total Project Cost	EEM SIR
Burchfield Elementary School	98,353	140	\$ 22,161	\$ 215,814	
Egling Middle School	130,511	637	\$ 22,252	\$ 180,191	
Colusa High School	121,540	911	\$ 20,751	\$ 165,362	
TOTALS:	350,404	1,688	\$ 65,164	\$ 561,367	1.68

Year 1 Prop 39 Funding / Planning \$\$	\$	112,836
Year 2	\$	111,253
Approx. Years 3,4 & 5 (3 x \$112,836)	\$	338,508
Approximate Available Funding	\$	562,597

Proposed Measure Costs	\$	562,367
Minus Incentives / Rebates	\$	1,000.00
Prop 39 Share	\$	561,367
Delta - Under Budget	\$	1,230



Burchfield Elementary School

Energy Conservation Measures

ECM #	ECM Description	Audit/Survey	Scope	Area	Product	Quantity	Total Measure Cost	***Savings Capped per CEC guidelines	***Savings Capped per CEC guidelines	***Savings Capped per CEC guidelines	SIR
								Annual Electric Savings	Annual Gas Savings	Annual Energy Savings	
							\$\$	kWh	therms	\$\$	P39 Calc
1a	Implement "automatic shutdown" software on all computers.	Digital Energy - Bright Schools	Software and Programming	Library - Computers		30	\$ 1,393	11,914	0	\$ 2,740	7.85
2	Wireless Thermostats/Door Sensors	Digital Energy - Bright Schools	Replacement of all programmable thermostats with web programmable wireless thermostats including door sensors to cycle off HVAC equipment when door is left open.	Check audit for specific rooms.	Wireless Thermostat and sensors- Manufacturer TBD	31	\$ 11,495	8,832	311	\$ 2,286	3.05
3a	Lighting Exterior -Replacement of exterior Metal Halide (MH) fixtures with LED	Digital Energy - Bright Schools	MH 400W to LED 148W 430W	ECM-3 Calcs indicates locations.	Lithonia DSXF3	2	\$ 2,560	820		\$ 141	1.02
3b	Exterior Lighting Controls	Digital Energy - Bright Schools	Exterior Smart Controls	ECM-3 Calcs indicates locations.	Add-on to Lithonia Fixture	2	\$ 222	790		\$ 182	6.51
4a	Interior Lighting Lamp Replacement	Digital Energy - Bright Schools	Replace T8 32W lamps with LED lamps.	ECM-4a Tab indicates locations	Phillips 14.5W LED 48" T8 Lamp	1354	\$ 30,892	34,921	-206	\$ 7,336	3.59
4a-i	Interior Lighting Lamp Replacement	Digital Energy - Bright Schools	LED Re-lamping Ballast Replacement (25%)	ECM-4a Tab indicates locations	Phillips 120-277V 2-Lamp F32T8 Ballast	169					
5a	HVAC Pkg Gas/Elec Replacements	Digital Energy - Bright Schools	Replace all-electric wall-mount heat pumps with high efficiency units with economizers	Portables 19-23	4-Ton	5	\$ 61,461	21,315	0	\$ 4,902	1.37
5b	HVAC Pkg Gas/Elec Replacements	Digital Energy - Bright Schools	Replace gas-heating wall-mount heat pumps with high efficiency units with economizers	Portables 3-7 & 24-25	3.5-Ton	7	\$ 107,792	19,761	35	\$ 4,574	0.84
							\$ 215,814	98,353	140	\$ 22,161	1.56

Egling Middle School											
Energy Conservation Measures											
ECM #	ECM Description	Audit/Survey	Scope	Area	Product	Quantity	Total Measure Cost	Annual Electric Savings	Annual Gas Savings	Annual Energy Savings	SIR
							\$	kWh	therms	\$	P39 Calc
1a	Implement "automatic shutdown" software on all computers.	Digital Energy - Bright Schools	Software and Programming	Library - Computers		50	\$ 2,322	22,019	-	\$ 3,369	5.81
1b	PVC strip curtains for walk in refrigerator	Digital Energy - Bright Schools	Installation of PVC strip curtains at door to walk in refrigerator	Kitchen		1	\$ 291	1,406		\$ 215	3
2	Wireless Thermostats/Door Sensors	Digital Energy - Bright Schools	Replacement of all programmable thermostats with web programmable wireless thermostats including door sensors to cycle off HVAC equipment when door is left open.	Check audit for specific rooms.	Wireless Thermostat and Sensor- Manufacturer TBD	49	\$ 17,315	17,226	634	\$ 2,968	2.66
3a	Lighting Exterior -Replacement of exterior High Pressure Sodium (HPS) fixtures with LED	Digital Energy - Bright Schools	HPS 50W to LED 25W	ECM-3 Calcs indicates locations.	Cree XSPW - 25W	1	\$ 470	128		\$ 20	0.85
3b	Lighting Exterior -Replacement of exterior Metal Halide (MH) fixtures with LED	Digital Energy - Bright Schools	MH 100W to LED 42W	ECM-3 Calcs indicates locations.	Cree XSPW - 42W	10	\$ 5,363	2,774		\$ 424	1.36
3c	Lighting Exterior -Replacement of exterior Metal Halide (MH) fixtures with LED	Digital Energy - Bright Schools	MH 400W to LED 148W	ECM-3 Calcs indicates locations.	Lithonia DSXF3	2	\$ 2,560	2,263		\$ 346	2.15
3d	Exterior Lighting Controls	Digital Energy - Bright Schools	Exterior Smart Controls	ECM-3 Calcs indicates locations.	Add-on to 11 Cree Fixtures & 2 Lithonia Fixtures. Both about the same price	13	\$ 1,443	1,320		\$ 202	1.23
4a	Interior Lighting Lamp Replacement	Digital Energy - Bright Schools	Replace T8 32W lamps with LED lamps.	ECM-4a Tab indicates locations	Phillips 14.5W LED 48" T8 Lamp	1508	\$ 34,405	49,186		\$ 9,475	4.12
4a-i	Interior Lighting Lamp Replacement	Digital Energy - Bright Schools	LED Re-lamping Ballast Replacement (25%)	As Needed	Phillips 120-277V 2-Lamp F32T8 Ballast	189					
4c	Interior Lighting Lamp Replacment	Digital Energy - Bright Schools	Replace F32T8-U lamp in the 2x2 Troffer Fixtures with F25T8 Lamps	Classrooms: 102,101,119,120,129,100,214,210,203,204	Phillips 25W 6" gap T8 U-Lamp	20	\$ 367	584		\$ 89	3.66
5a	HVAC Pkg Gas/Elec Replacements	Digital Energy - Bright Schools	Replace all-electric wall-mount heat pumps with high efficiency units with economizers	Portables 2-3	3.5 Ton Nominal	2	\$ 72,714	25,232	-	\$ 3,860	0.99
5a	HVAC Pkg Gas/Elec Replacements	Digital Energy - Bright Schools	Replace all-electric wall-mount heat pumps with high efficiency units with	Portables 1, 2, 3, 4, 8, 9	3.8 & 4 Ton Nominal	4					
5b	HVAC Pkg Gas/Elec Replacements	Digital Energy - Bright Schools	Replace gas-heating wall-mount heat pumps with high efficiency units with economizers	Portables 5-7	4-Ton Nominal	3	\$ 42,941	8,373	3	\$ 1,283	0.67
							\$ 180,191	130,511	637	\$ 22,252	1.77

Colusa High School Energy Conservation Measures												
ECM #	ECM Description	Audit/Survey	Scope	Area	Product	Quantity	Total Measure Cost	Incentives / Rebates	Annual Electric Savings	Annual Gas Savings	Annual Energy Savings	SIR
							\$		kWh	therms	\$	P39 Calc
1a	Implement "automatic shutdown" software on all computers.	Digital Energy - Bright Schools	Software and Programming	Library - Computers		50	\$ 2,322	\$ -	22,613	0	\$ 3,573	6.16
1b	PVC strip curtains for walk in freezer and refrigerator	Digital Energy - Bright Schools	Installation of PVC strip curtains at door to walk in freezer and refrigerator	Kitchen		2	\$ 581	\$ -	4,414		\$ 697	4.82
1c	Occupancy Sensor Controller for Vending Machine	Digital Energy - Bright Schools	Installation of occupancy sensor to shut down cold drink vending machine during non-occupancy periods.		Vending Miser	1	\$ 285	\$ -	1,533		\$ 242	4.27
2	Wireless Thermostats/Door Sensors	Digital Energy - Bright Schools	Replacement of all programmable thermostats with web programmable wireless thermostats including door sensors to cycle off HVAC equipment when door is left open.	Check audit for specific rooms.	Wireless Thermostat and Sensors- Manufacturer TBD	25	\$ 9,710	\$ -	7,944	901	\$ 1,654	2.65
3a	Lighting Exterior -Replacement of exterior High Pressure Sodium (HPS) fixtures with LED	Digital Energy - Bright Schools	HPS 100W to LED 42W	ECM-3 Calcs indicates locations.	Cree XSPW - 42W	20	\$ 10,726	\$ -	5,329		\$ 842	1.35
3b	Lighting Exterior -Replacement of exterior Metal Halide (MH) fixtures with LED	Digital Energy - Bright Schools	HPS 150W to LED 42W	ECM-3 Calcs indicates locations.	Cree XSPW - 42W	8	\$ 6,912	\$ -	5,011		\$ 792	1.86
3c	Exterior Lighting Controls	Digital Energy - Bright Schools	Exterior Smart Controls	ECM-3 Calcs indicates locations.	Add-on to Cree Fixtures	28	\$ 3,108	\$ -	2,487		\$ 393	1.13
4a	Interior Lighting Lamp Replacement	Digital Energy - Bright Schools	Replace T8 32W lamps with LED lamps.	ECM-4a Tab indicatees locations	Phillips 14.5W LED 48" T8 Lamp	1,340	\$ 30,849		43,707	0	\$ 8,050	3.92
4a-i	Interior Lighting Lamp Replacement	Digital Energy - Bright Schools	LED Re-lamping Ballast Replacement (25%)	As Needed	Phillips 120-277V 2-Lamp F32T8 Ballast	177		\$ -				
4d	Interior Lighting Fixture Replacment	Digital Energy - Bright Schools	Replace 38 2-F32T8 Fixtures with 20 43W LED Fixtures	Gymnasium Boys & Girls Locker rooms	Hubbell Sedona SCP 43W	20	\$ 2,860	\$ 1,000	1,540		\$ 243	2.28
5a	HVAC Pkg Gas/Elec Replacements	Digital Energy - Bright Schools	Replace all-electric wall-mount heat pumps with high efficiency units with economizers	700 Wing - Unit 33, 34 & 35 MPR - Units 3 & 4	4-Ton	5	\$ 61,461	\$ -	21,315	0	\$ 3,368	1.02
5b	HVAC Pkg Gas/Elec Replacements	Digital Energy - Bright Schools	Replace gas-heating wall-mount heat pumps with high efficiency units with economizers	Portables: 800 Wing	3.5 Ton	2	\$ 30,798	\$ -	5,646	10	\$ 896	0.66
6	Skylights	N/A	Replace (19) 4x4 skylights throughout the Gymnasium	Boys & Girls Locker-rooms, Kitchen, Custodial, Service Area, Boys & Girls	SunOptics Signature Series Dome Skylights	19	\$ 6,750	\$ -	1		\$ 0.16	0.31
							\$ 166,362	\$ 1,000	121,540	911	\$ 20,751	1.72

**Colusa Unified School District
 Prop 39 California Clean Energy Jobs Act
 Project Implementation - 5 Year Cash Flow Summary**



Annual State Funding Allocation

FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	TOTALS
Year 1 (Received)	Year 2	Year 3 (Jan 2016)	Year 4 (Jan 2017)	Year 5 (Jan 2018)	
\$ 112,836	\$ 111,253	\$ 112,836	\$ 112,836	\$ 112,836	\$ 562,597

Remaining Funds Available for Projects: \$ 112,836 \$ 111,253 \$ 112,836 \$ 112,836 \$ 112,836 \$ 562,597

Anticipated Project Expenditures

Energy Conservation Measures all Campuses		\$ 561,367			\$ 561,367
					\$ -
					\$ -
Total Estimated Project Expenditures:	\$ -	\$ -	\$ 561,367	\$ -	\$ -
					\$ 561,367

Projected Funding Carried Over from Year to Year: \$ 112,836 \$ 224,089 \$ (224,442) \$ (111,606) \$ 1,230 \$ 1,230

Notes:

[1] Allocation for Year 3, 4 and 5 is Estimated

[2] There is currently \$1,230 in uncommitted Prop 39 funding





Prop 39: California Clean Energy Jobs Act

Proposed Energy Expenditure Plan – Narrative Burchfield Primary School

Burchfield Primary School was originally built in 1955, with multiple additions and upgrades between 1976 & 1990. The campus consists of (4) permanent buildings and (12) portables across 34,587 sq. ft. The District used an energy audit performed by Digital Energy in March 2015 under the CEC Bright Schools Program and the goals of their recent bond master planning to maximize their Prop 39 allocation with the goal of no funding augmentation from their bond fund. Through this process, a mix of measures were identified and prioritized which cover HVAC unit replacements, controls for HVAC, lighting, and desktop computers, as well as interior and exterior lighting lamp or fixture replacement.

A network-based computer power management software is proposed to control 30 computers in the library. Connection to a District-wide HVAC Energy Management System (EMS) will be established through the installation of (31) wireless and web programmable thermostats and door sensor controls and an on-site network gateway unit.

Interior and exterior lighting measures were also identified. This EEP proposes the replacement of (1,354) T8 32W fluorescent tube lamps with T8 LED 14.5W tube lamps in interior spaces. (2) Exterior Metal Halide (MH) fixtures will be replaced with LED fixtures plus photocells and vacancy sensors.

HVAC efficiencies will be achieved by replacing wall mount units on the portable buildings with high-efficiency units with economizers. Units were prioritized by those having reached, or surpassed, their effective useful life, and experiencing maintenance issues. A total of (5) all-electric wall mount units, and (7) all-gas wall mount units have been identified for replacement.

With these measures, Burchfield Elementary will use approximately 98,353 kWh less in electricity and 140 therms less of gas for an annual energy cost savings of \$22,161 against a project cost of \$215,814 for an SIR of 1.56. The Prop 39 program requires a savings to investment ratio (SIR) of 1.05 be reached as an aggregate of District sites for approval of the energy expenditure plan.

The District's goal is to implement all of these measures during the summer or 2016 to capture the annual energy savings.



Prop 39: California Clean Energy Jobs Act

Proposed Energy Expenditure Plan – Narrative Egling Middle School

Egling Middle School serves students in grades 6 through 8. It was originally built in 1976, with additions and upgrades in 1989 & 1994. The campus consists of (5) permanent buildings and (10) portable classrooms for a total area of 50,438 sq. ft. The District used an energy audit performed by Digital Energy in March 2015 under the CEC Bright Schools Program and the goals of their recent bond master planning to maximize their Prop 39 funding with the goal of no funding augmentation from their bond fund. Through this process, a mix of measures were identified and prioritized which cover HVAC unit replacements, controls for HVAC, lighting, and desktop computers, as well as interior and exterior lighting lamp or fixture replacement.

A network-based computer power management software is proposed to control 50 computers in the library. Connection to a District-wide HVAC Energy Management System (EMS) will be established through the installation of (49) wireless and web programmable thermostats and doors sensor controls and an on-site network gateway unit.

Egling Middle School will receive a PVC strip curtain on their walk-in refrigerator.

Interior and exterior lighting measures were also identified. This EEP proposes the replacement of (1,508) T8 32W fluorescent tube lamps with T8 LED 14.5W tube lamps in interior spaces. In addition, (20) F32 T8 U-Lamps in 2 x 2 troffers will be replaced with 25W T8 U-lamps. (13) Exterior metal halide (MH) and high pressure sodium (HPS) fixtures will be replaced with LED fixtures plus photocells and vacancy sensors.

HVAC efficiencies will be achieved by replacing wall mount units on the portable buildings with high-efficiency units with economizers. Units were prioritized by those having reached, or surpassed, their effective useful life, and experiencing maintenance issues. A total of (6) all-electric wall mount units, and (3) all-gas wall mount units have been identified for replacement.

With these measures, Egling Middle School will use approximately 130,511 kWh less in electricity and 637 therms less of gas for an annual energy cost savings of \$22,252 against a project cost of \$180,191 for a SIR of 1.77. The Prop 39 program requires a savings to investment ratio (SIR) of 1.05 be reached as an aggregate of District sites for approval of the energy expenditure plan.

The District's goal is to implement all of these measures during the summer or 2016 to capture the annual energy savings.



Prop 39: California Clean Energy Jobs Act

Proposed Energy Expenditure Plan – Narrative Colusa High School

Colusa High School serves students in grades 9 through 12. The school was originally built in 1955 with an addition in 1964. The campus consists of (6) permanent buildings and (12) portable classrooms for a total area of 77,559 sq. ft. The District used an energy audit performed by Digital Energy in March 2015 under the CEC Bright Schools Program and the goals of their recent bond master planning to maximize their Prop 39 funding with the goal of no funding augmentation from their bond. Through this process, a mix of measures were identified and prioritized which cover HVAC unit replacements, controls for HVAC, lighting, and desktop computers, as well as interior and exterior lighting lamp or fixture replacement.

A network-based computer power management software is proposed to control (50) computers in the library. Connection to a District-wide HVAC Energy Management System (EMS) will be established through the installation of (25) wireless and web programmable thermostats and door sensor controls and an on-site network gateway unit. A VendingMiser will be added to the schools (1) cold vending machine.

The school will receive PVC strip curtains on their walk-in refrigerator and freezer.

Interior and exterior lighting measures were also identified. This EEP proposes the replacement of (1,340) T8 32W fluorescent tube lamps with T8 LED 14.5W tube lamps in interior spaces. (28) Exterior metal halide (MH) and high pressure sodium (HPS) fixtures will be replaced with LED fixtures plus photocells and vacancy sensors. The T8 32W fluorescent fixtures in the locker rooms will also be replaced with 43W LED fixtures.

HVAC efficiencies will be achieved by replacing wall mount units on the portable buildings with high-efficiency units with economizers. Units were prioritized by those having reached, or surpassed, their effective useful life, and experiencing maintenance issues. A total of (5) all-electric wall mount units and (2) all-gas wall mount units have been identified for replacement.

(19) Skylights in the locker room are in need of replacement in areas of the gymnasium. They will be replaced with thermally efficient units.

With these measures, Colusa High School will use approximately 121,540 kWh less in electricity and 911 therms less of gas for an annual energy cost savings of \$20,751 against a project cost of \$166,362 for a SIR of 1.72. The Prop 39 program requires a savings to investment ratio (SIR) of 1.05 be reached as an aggregate of District sites for approval of the energy expenditure plan.

The District's goal is to implement all of these measures during the summer or 2016 to capture the annual energy savings.

10/6/15

Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0420(a)

SCHOOL PLANS/SITE COUNCILS

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

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0400 - Comprehensive Plans)

(cf. 0460 - Local Control and Accountability Plan)

Each district school shall establish a school site council in accordance with Education Code 52852 and the accompanying administrative regulation to develop, review, and approve school plans.

For any school that participates in specified state and/or federal categorical programs, the school site council or other schoolwide advisory committee shall consolidate the plans required for those categorical programs into a single plan for student achievement (SPSA). (Education Code 64001)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 1220 - Citizen Advisory Committees)

(cf. 1431 - Waivers)

(cf. 6020 - Parent Involvement)

(cf. 6171 - Title I Programs)

(cf. 6174 - Education for English Language Learners)

(cf. 6190 - Evaluation of the Instructional Program)

BP 0420(b)

SCHOOL PLANS/SITE COUNCILS (continued)

As appropriate, a school may incorporate any other school program into the SPSA. (Education Code 64001)

The Superintendent or designee shall review each school's SPSA to ensure that it meets the content requirements for all programs included, is based on an analysis of current practices and student academic performance, and reasonably links improvement strategies to identified needs of the school and its students. He/she shall also ensure that specific actions included in the district's LCAP are consistent with the strategies identified in each school's SPSA.

The Board shall, at a regularly scheduled Board meeting, review and approve each school's SPSA and any subsequent material revisions affecting the academic programs for students participating in the categorical programs addressed in the SPSA. The Board shall certify that, to the extent allowable under federal law, the SPSA is consistent with district local improvement plans required as a condition of receiving federal funding. (Education Code 64001)

Whenever the Board does not approve a school's SPSA, it shall communicate its specific reasons for disapproval of the plan to the school site council or committee. The school site council or committee shall then revise and resubmit the SPSA to the Board for its approval. (Education Code 52855)

BP 0420(c)

SCHOOL PLANS/SITE COUNCILS (continued)

Legal Reference:

EDUCATION CODE

52-53 Designation of schools

33133 Information guide for school site councils

35147 Open meeting laws exceptions

41540-41544 Targeted instructional improvement block grants

52060-52077 Local control and accountability plan

52176 Advisory committees

52852 School site councils

54000-54028 Educationally Disadvantaged Youth Programs

54425 Advisory committees (compensatory education)

56000-56867 Special education

64000 Categorical programs included in consolidated application

64001 Single school plan for student achievement, consolidated application programs

CODE OF REGULATIONS, TITLE 5

3930-3937 Compliance plans

UNITED STATES CODE, TITLE 20

6311 Accountability, adequate yearly progress

6312-6319 Title I programs; plans

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

6601-6651 Teacher and Principal Training and Recruitment program

6801-7014 Limited English proficient and immigrant students

7101-7165 Safe and Drug-Free Schools and Communities

7341-7355c Rural Education Initiative

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

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

WEST ED PUBLICATIONS

California Healthy Kids Survey

California School Climate Survey

WEB SITES

California Department of Education, Single Plan for Student Achievement:

<http://www.cde.ca.gov/nclb/sr/le/singleplan.asp>

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

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

Philosophy, Goals, Objectives, and Comprehensive Plans

AR 0420(a)

SCHOOL PLANS/SITE COUNCILS

School Site Councils

Each school shall have a school site council composed of the following: (Education Code 52852)

1. The principal
2. Teachers selected by the school's teachers
3. Other school personnel selected by the school's other personnel
4. Parent/guardian representatives, who may include parents/guardians of students attending the school and/or community members, selected by parents/guardians of students attending the school
5. If the school is a secondary school, students attending the school selected by other such students

Half of the school site council membership shall consist of school staff, the majority of whom shall be classroom teachers. For an elementary school site council, the remaining half shall be parent/guardian representatives. For a secondary school site council, the remaining half shall be equal numbers of parent/guardian representatives and students. (Education Code 52852)

AR 0420(b)

SCHOOL PLANS/SITE COUNCILS (continued)

A district employee may serve as a parent/guardian representative on the school site council of the school his/her child attends, provided the employee does not work at that school. (Education Code 52852)

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

School site councils may function on behalf of other committees in accordance with law. (Education Code 52176, 54425; 5 CCR 3932)

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

(cf. 1220 - Citizen Advisory Committees)

Single Plan for Student Achievement

Any district school that shall participate in any state or federal categorical program specified in Education Code 64000 on an ongoing basis shall have a school site council which shall approve and annually review and update a single plan for student achievement (SPSA). If the school does not have a school site council, these responsibilities shall be fulfilled by a schoolwide advisory group or school support group conforming to the composition requirements of the school site council listed in the section "School Site Councils" above. (Education Code 64001)

(cf. 1431 - Waivers)
(cf. 6020 - Parent Involvement)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Language Learners)

AR 0420(c)

SCHOOL PLANS/SITE COUNCILS (continued)

(cf. 6184 - Continuation Education)

The SPSA shall be developed with the review, advice, and certification of any applicable school advisory committees. (Education Code 64001)

Such groups may include, but are not limited to, a parent advisory committee established to review and comment on the district's local control and accountability plan (LCAP); advisory committees established for English learner and special education programs; Western Association of Schools and Colleges leadership teams; district or school liaison teams for schools identified for program improvement; and other committees established by the school or district.

(cf. 0460 - Local Control and Accountability Plan)
(cf. 0520.2 - Title I Program Improvement Schools)
(cf. 6190 - Evaluation of the Instructional Program)

The SPSA shall be aligned with the district's LCAP and school goals for improving student achievement. School goals shall be based on an analysis of verifiable state data identified pursuant to law, and may consider any other data developed by the district to measure student achievement. (Education Code 52062, 64001)

(cf. 0500 - Accountability)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)
(cf. 6162.52 - High School Exit Examination)

The SPSA shall, at a minimum: (Education Code 64001)

1. Address how funds provided to the school through specified categorical programs will be used to improve the academic performance of all students to the level of the performance goals established by law

2. Identify the means of evaluating the school's progress toward accomplishing those goals

AR 0420(d)

SCHOOL PLANS/SITE COUNCILS (continued)

3. Identify how state and federal law governing the categorical programs will be implemented

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

In developing or revising the SPSA, the school site council or other schoolwide advisory group or school support group shall:

1. Analyze student achievement data. Using measures of student academic performance, the school shall identify significant patterns of low performance in particular content areas, student groups, and/or individual students and determine which data summaries to include in the plan as most informative and relevant to school goals.
2. Assess the effectiveness of the school's instructional program in relation to the analysis of student data.
3. Identify a limited number of achievement goals and key improvement strategies to achieve the goals. School goals shall reflect the needs identified at the school site while aligning with goals identified in federally required district plans. The school shall specify the student group(s) on which each goal is focused, the methods or practices that will be used to reach the goal, and the criteria that will be used to determine if the goal is achieved.

AR 0420(e)

SCHOOL PLANS/SITE COUNCILS (continued)

4. Define timelines, personnel responsible, proposed expenditures, and funding sources to implement the SPSA.

The school site council or other schoolwide group shall approve the proposed SPSA at a meeting for which public notice has been posted and then submit the SPSA to the Governing Board for approval. (Education Code 35147, 64001)

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

the Board, school site council, advisory committees, and other interested parties regarding progress toward school goals.

The school site council or other schoolwide group may amend the SPSA at any time. Any revisions that would substantively change the academic programs funded through the consolidated application shall be submitted to the Board for approval.

Regulation
approved:

CSBA MANUAL MAINTENANCE SERVICE
July 2015

UNIFORM COMPLAINT PROCEDURES

UNIFORM COMPLAINT PROCEDURES (continued)

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early, informal resolution of complaints whenever possible and appropriate. To resolve complaints which cannot be resolved through such informal process, the Board shall adopt the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

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

1. Any complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs (5 CCR 4610)

(cf. 3553 - Free and Reduced Price Meals)
(cf. 3555 - Nutrition Program Compliance)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5148 - Child Care and Development)
(cf. 6159 - Individualized Education Program)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Language Learners)
(cf. 6175 - Migrant Education Program)
(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)
(cf. 6178.2 - Regional Occupational Center/Program)
(cf. 6200 - Adult Education)

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

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4031 - Complaints Concerning Discrimination in Employment)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

BP 1312.3(c)

UNIFORM COMPLAINT PROCEDURES (continued)

3. Any complaint alleging district violation of the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

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

4. Any complaint alleging that the district has not complied with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

5. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy
6. Any other complaint as specified in a district policy

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

BP 1312.3(d)

UNIFORM COMPLAINT PROCEDURES (continued)

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. As appropriate for any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep confidential

the identity of the complainant and/or the subject of the complaint, if he/she is different from the complainant, as long as the integrity of the complaint process is maintained.

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

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

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

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

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints. All such records shall be destroyed in accordance with applicable state law and district policy.

(cf. 3580 - District Records)

Non-UCP Complaints

BP 1312.3(e)

UNIFORM COMPLAINT PROCEDURES (continued)

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

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.
4. Any complaint alleging fraud shall be referred to the California Department of

Education.

In addition, the district's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference: (see next page)

BP 1312.3(f)

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32289 School safety plan, uniform complaint procedures

35186 Williams uniform complaint procedures

48985 Notices in language other than English

49010-49013 Student fees

49060-49079 Student records

49490-49590 Child nutrition programs

52060-52077 Local control and accountability plan, especially

52075 Complaint for lack of compliance with local control and accountability plan requirements

52160-52178 Bilingual education programs

52300-52490 Career technical education

52500-52616.24 Adult schools

52800-52870 School-based program coordination

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

56000-56867 Special education programs

59000-59300 Special schools and centers

64000-64001 Consolidated application process

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

PENAL CODE

422.55 Hate crime; definition

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

3080 Application of section

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

6301-6577 Title I basic programs

6801-6871 Title III language instruction for limited English proficient and immigrant students

7101-7184 Safe and Drug-Free Schools and Communities Act

7201-7283g Title V promoting informed parental choice and innovative programs

7301-7372 Title V rural and low-income school programs
12101-12213 Title II equal opportunity for individuals with disabilities
UNITED STATES CODE, TITLE 29
794 Section 504 of Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975

Legal Reference continued: (see next page)

BP 1312.3(g)

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference: (continued)

CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy Act
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex
110.25 Notification of nondiscrimination on the basis of age

Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter: Title IX Coordinators, April 2015
Questions and Answers on Title IX and Sexual Violence, April 2014
Dear Colleague Letter: Bullying of Students with Disabilities, August 2013
Dear Colleague Letter: Sexual Violence, April 2011
Dear Colleague Letter: Harassment and Bullying, October 2010
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
U.S. DEPARTMENT OF JUSTICE PUBLICATIONS
Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002
WEB SITES
CSBA: <http://www.csba.org>
California Department of Education: <http://www.cde.ca.gov>
Family Policy Compliance Office: <http://familypolicy.ed.gov>
U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>
U.S. Department of Justice: <http://www.justice.gov>

Policy
adopted:

CSBA MANUAL MAINTENANCE SERVICE
July 2015

Community Relations

AR 1312.3(a)

UNIFORM COMPLAINT PROCEDURES

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

- (cf. 1312.1 - Complaints Concerning District Employees)*
- (cf. 1312.2 - Complaints Concerning Instructional Materials)*
- (cf. 1312.4 - Williams Uniform Complaint Procedures)*
- (cf. 4031 - Complaints Concerning Discrimination in Employment)*

Compliance Officers

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment as the responsible employee to handle complaints regarding sex discrimination. The individual(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

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

Superintendent
 (title or position)
745 10th Street, Colusa, CA 95932
 (address)
530.458.7791
 (telephone number)

AR 1312.3(b)

UNIFORM COMPLAINT PROCEDURES (continued)

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

In no instance shall a compliance officer be assigned to a complaint in which he/she has a bias or conflict of interest that would prohibit him/her from fairly investigating or resolving the complaint. Any complaint against or implicating a compliance officer may be filed with the Superintendent or designee.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such designated employees shall include current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints including those involving alleged unlawful discrimination (such as discriminatory harassment, intimidation,

or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Designated employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 4331 - Staff Development)

(cf. 9124 - Attorney)

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

Notifications

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

AR 1312.3(c)

UNIFORM COMPLAINT PROCEDURES (continued)

The Superintendent or designee shall annually provide written notification of the district's UCP, including information regarding unlawful student fees and local control and accountability plan (LCAP) requirements, to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (Education Code 262.3, 49013, 52075; 5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 1220 - Citizen Advisory Committees)

(cf. 3260 - Fees and Charges)

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

(cf. 5145.6 - Parental Notifications)

The annual notification and complete contact information of the compliance officer(s) may be posted on the district web site and, if available, provided through district-supported social media.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

AR 1312.3(d)

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal antidiscrimination laws, if applicable
3. Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination (such as discriminatory harassment, intimidation, or bullying).
4. Include statements that:
 - a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.
 - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.
 - c. A complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) must be filed not later than six months from the date it occurred, or six months from the date the

UNIFORM COMPLAINT PROCEDURES (continued)

complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.

- d. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.
- e. The Board is required to adopt and annually update the LCAP in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.
- f. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 calendar days of receiving the district's decision.
- g. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision.
- h. Copies of the district's UCP are available free of charge.

District Responsibilities

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

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

AR 1312.3(f)

UNIFORM COMPLAINT PROCEDURES (continued)

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

Filing of Complaints

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

All complaints shall be filed in accordance with the following:

1. A written complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs may be filed by any individual, public agency, or organization. (5 CCR 4630)
2. Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)

AR 1312.3(g)

UNIFORM COMPLAINT PROCEDURES (continued)

3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges that he/she personally suffered the unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged unlawful discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)
4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.
5. When the complainant or alleged victim of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.
6. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Mediation

AR 1312.3(h)

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

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

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

Investigation of Complaint

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

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

AR 1312.3(i)

UNIFORM COMPLAINT PROCEDURES (continued)

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. He/she shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. (5 CCR 4631)

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

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

Report of Findings

AR 1312.3(j)

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

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

Final Written Decision

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

AR 1312.3(k)

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

For all complaints, the decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
 - a. Statements made by any witnesses
 - b. The relative credibility of the individuals involved
 - c. How the complaining individual reacted to the incident
 - d. Any documentary or other evidence relating to the alleged conduct
 - e. Past instances of similar conduct by any alleged offenders

AR 1312.3(l)

UNIFORM COMPLAINT PROCEDURES (continued)

- f. Past false allegations made by the complainant
2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition

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

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

- a. How the misconduct affected one or more students' education
 - b. The type, frequency, and duration of the misconduct
 - c. The relationship between the alleged victim(s) and offender(s)
 - d. The number of persons engaged in the conduct and at whom the conduct was directed
 - e. The size of the school, location of the incidents, and context in which they occurred
 - f. Other incidents at the school involving different individuals
5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

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

- a. The corrective actions imposed on the individual found to have engaged in the conduct that relate directly to the subject of the complaint
- b. Individual remedies offered or provided to the subject of the complaint

AR 1312.3(m)

UNIFORM COMPLAINT PROCEDURES (continued)

- c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence
6. Notice of the complainant's right to appeal the district's decision within 15 calendar days to the CDE and procedures to be followed for initiating such an appeal

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

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

1. He/she may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with the CDE. (Education Code 262.3)
2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

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

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

1. Counseling

AR 1312.3(n)

UNIFORM COMPLAINT PROCEDURES (continued)

2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim

7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation
9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

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

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team
6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law

AR 1312.3(o)

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

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

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's final written decision may file an appeal in writing with the CDE within 15 calendar days of receiving the district's decision. (Education Code 49013, 52075; 5 CCR 4632)

The complainant shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

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

1. A copy of the original complaint

AR 1312.3(p)

UNIFORM COMPLAINT PROCEDURES (continued)

2. A copy of the written decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by the CDE

EMPLOYEE USE OF TECHNOLOGY

The Governing Board recognizes that technological resources enhance employee performance by offering effective tools to assist in providing a quality instructional program; facilitating communications with parents/guardians, students, and the community; supporting district and school operations; and improving access to and exchange of information. The Board expects all employees to learn to use the available technological resources that will assist them in the performance of their job responsibilities. As needed, employees shall receive professional development in the appropriate use of these resources.

(cf. 0440 - District Technology Plan)
(cf. 1100 - Communication with the Public)
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 4032 - Reasonable Accommodation)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Employees shall be responsible for the appropriate use of technology and shall use district technology primarily for purposes related to their employment.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)
(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)
(cf. 6162.6 - Use of Copyrighted Materials)
(cf. 6163.4 - Student Use of Technology)

District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.

The Superintendent or designee shall establish an Acceptable Use Agreement which outlines employee obligations and responsibilities related to the use of district technology. Upon

employment and whenever significant changes are made to the district's Acceptable Use Agreement, employees shall be required to acknowledge in writing that they have read and agreed to the Acceptable Use Agreement.

Employees shall not use district technology to access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, sexually explicit, or unethical or that promotes any activity prohibited by law, Board policy, or administrative regulations.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that protects against access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose. (20 USC 6777; 47 USC 254)

BP 4040(c)

EMPLOYEE USE OF TECHNOLOGY (continued)

The Superintendent or designee shall annually notify employees in writing that they have no reasonable expectation of privacy in the use of any equipment or other technological resources provided by or maintained by the district, including, but not limited to, computer files, email, text messages, instant messaging, and other electronic communications, even when provided their own password. To ensure proper use, the Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent and for any reason allowed by law.

In addition, employees shall be notified that records maintained on any personal device or messages sent or received on a personal device that is being used to conduct district business may be subject to disclosure, pursuant to a subpoena or other lawful request.

Employees shall report any security problem or misuse of district technology to the Superintendent or designee.

Inappropriate use of district technology may result in a cancellation of the employee's user privileges, disciplinary action, and/or legal action in accordance with law, Board policy, and administrative regulation.

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

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

Legal Reference: (see next page)

BP 4040(d)

EMPLOYEE USE OF TECHNOLOGY (continued)

Legal Reference:

EDUCATION CODE

52295.10-52295.55 *Implementation of Enhancing Education Through Technology grant program*

GOVERNMENT CODE

3543.1 *Rights of employee organizations*

PENAL CODE

502 *Computer crimes, remedies*

632 *Eavesdropping on or recording confidential communications*

VEHICLE CODE

23123 *Wireless telephones in vehicles*

23123.5 *Mobile communication devices; text messaging while driving*

23125 *Wireless telephones in school buses*

UNITED STATES CODE, TITLE 20

6751-6777 *Enhancing Education Through Technology Act, Title II, Part D, especially:*

6777 *Internet safety*

UNITED STATES CODE, TITLE 47

254 *Universal service discounts (E-rate)*

CODE OF FEDERAL REGULATIONS, TITLE 47

54.520 *Internet safety policy and technology protection measures, E-rate discounts*

COURT DECISIONS

City of Ontario v. Quon et al. (2010) 000 U.S. 08-1332

Management Resources:

WEB SITES

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

American Library Association: <http://www.ala.org>

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

Federal Communications Commission: <http://www.fcc.gov>

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

EMPLOYEE USE OF TECHNOLOGY

**ACCEPTABLE USE AGREEMENT
AND RELEASE OF DISTRICT FROM LIABILITY (EMPLOYEES)**

The _____ School District authorizes district employees to use technology owned or otherwise provided by the district as necessary to fulfill the requirements of their position. The use of district technology is a privilege permitted at the district's discretion and is subject to the conditions and restrictions set forth in applicable Board policies, administrative regulations, and this Acceptable Use Agreement. The district reserves the right to suspend access at any time, without notice, for any reason.

The district expects all employees to use technology responsibly in order to avoid potential problems and liability. The district may place reasonable restrictions on the sites, material, and/or information that employees may access through the system.

The district makes no guarantee that the functions or services provided by or through the district will be without defect. In addition, the district is not responsible for financial obligations arising from unauthorized use of the system.

Each employee who is authorized to use district technology shall sign this Acceptable Use Agreement as an indication that he/she has read and understands the agreement.

Definitions

District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.

EMPLOYEE USE OF TECHNOLOGY (continued)

Employee Obligations and Responsibilities

Employees are expected to use district technology safely, responsibly, and primarily for work-related purposes. Any incidental personal use of district technology shall not interfere with district business and operations, the work and productivity of any district employee, or the safety and security of district technology. The district is not responsible for any loss or damage incurred by an employee as a result of his/her personal use of district technology.

The employee in whose name district technology is issued is responsible for its proper use at all times. Employees shall not share their assigned online services account information, passwords, or other information used for identification and authorization purposes, and shall use the system only under the account to which they have been assigned. Employees shall not gain unauthorized access to the files or equipment of others, access electronic resources by using another person's name or electronic identification, or send anonymous electronic communications. Furthermore, employees shall not attempt to access any data, documents, emails, or programs in the district's system for which they do not have authorization.

Employees are prohibited from using district technology for improper purposes, including, but not limited to, use of district technology to:

1. Access, post, display, or otherwise use material that is discriminatory, defamatory, obscene, sexually explicit, harassing, intimidating, threatening, or disruptive
2. Disclose or in any way cause to be disclosed confidential or sensitive district, employee, or student information without prior authorization from a supervisor
3. Engage in personal commercial or other for-profit activities without permission of the Superintendent or designee
4. Engage in unlawful use of district technology for political lobbying
5. Infringe on copyright, license, trademark, patent, or other intellectual property rights
6. Intentionally disrupt or harm district technology or other district operations (such as destroying district equipment, placing a virus on district computers, adding or removing a computer program without permission, changing settings on shared computers)
7. Install unauthorized software
8. Engage in or promote unethical practices or violate any law or Board policy, administrative regulation, or district practice

E 4040(c)

EMPLOYEE USE OF TECHNOLOGY (continued)

Privacy

Since the use of district technology is intended for use in conducting district business, no employee should have any expectation of privacy in any use of district technology.

The district reserves the right to monitor and record all use of district technology, including, but not limited to, access to the Internet or social media, communications sent or received from district technology, or other uses within the jurisdiction of the district. Such

monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. Employees should be aware that, in most instances, their use of district technology (such as web searches or emails) cannot be erased or deleted.

All passwords created for or used on any district technology are the sole property of the district. The creation or use of a password by an employee on district technology does not create a reasonable expectation of privacy.

Personally Owned Devices

If an employee uses a personally owned device to access district technology or conduct district business, he/she shall abide by all applicable Board policies, administrative regulations, and this Acceptable Use Agreement. Any such use of a personally owned device may subject the contents of the device and any communications sent or received on the device to disclosure pursuant to a lawful subpoena or public records request.

Records

Any electronically stored information generated or received by an employee which constitutes a district or student record shall be classified, retained, and destroyed in accordance with BP/AR 3580 - District Records, BP/AR 5125 - Student Records, or other applicable policies and regulations addressing the retention of district or student records.

Reporting

If an employee becomes aware of any security problem (such as any compromise of the confidentiality of any login or account information) or misuse of district technology, he/she shall immediately report such information to the Superintendent or designee.

Consequences for Violation

Violations of the law, Board policy, or this Acceptable Use Agreement may result in revocation of an employee's access to district technology and/or discipline, up to and including termination. In addition, violations of the law, Board policy, or this agreement may be reported to law enforcement agencies as appropriate.

E 4040(d)

EMPLOYEE USE OF TECHNOLOGY (continued)

Employee Acknowledgment

I have received, read, understand, and agree to abide by this Acceptable Use Agreement, BP 4040 - Employee Use of Technology, and other applicable laws and district policies and regulations governing the use of district technology. I understand that there is no expectation of privacy when using district technology or when my personal electronic devices use district technology. I further understand that any violation may result in revocation of user privileges, disciplinary action, and/or appropriate legal action.

I hereby release the district and its personnel from any and all claims and damages arising from my use of district technology or from the failure of any technology protection measures employed by the district.

Name: _____ Position: _____
(Please print)

School/Work Site: _____
Signature: _____ Date: _____

Exhibit
version:

CSBA MANUAL MAINTENANCE SERVICE
July 2015

STAFF DEVELOPMENT

The Governing Board believes that, in order to maximize student learning and achievement, certificated staff members must be continuously learning and improving their skills. The Superintendent or designee shall develop a program of ongoing professional development which includes opportunities for teachers to enhance their instructional and classroom management skills and become informed about changes in pedagogy and subject matter.

(cf. 6111 - School Calendar)

The Superintendent or designee shall involve teachers, site and district administrators, and others, as appropriate, in the development of the district's staff development program. He/she shall ensure that the district's staff development program is aligned with district priorities for student achievement, school improvement objectives, the local control and accountability plan, and other district and school plans.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0420 - School Plans/Site Councils)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 0520.3 - Title I Program Improvement Districts)

The district's staff development program shall assist certificated staff in developing knowledge and skills, including, but not limited to:

1. Mastery of subject-matter knowledge, including current state and district academic standards

(cf. 6011 - Academic Standards)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

(cf. 6142.2 - World/Foreign Language Instruction)

(cf. 6142.3 - Civic Education)

(cf. 6142.5 - Environmental Education)

BP 4131(b)

STAFF DEVELOPMENT (continued)

(cf. 6142.6 - Visual and Performing Arts Education)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6142.93 - Science Instruction)

(cf. 6142.94 - History-Social Science Instruction)

2. Use of effective, subject-specific teaching methods, strategies, and skills

3. Use of technologies to enhance instruction

(cf. 0440 - District Technology Plan)
(cf. 4040 - Employee Use of Technology)
(cf. 6163.4 - Student Use of Technology)

4. Sensitivity to and ability to meet the needs of diverse student populations, including, but not limited to, students of various racial and ethnic groups, students with disabilities, English learners, economically disadvantaged students, foster youth, gifted and talented students, and at-risk students

(cf. 4112.22 - Staff Teaching English Language Learners)
(cf. 4112.23 - Special Education Staff)
(cf. 5147 - Dropout Prevention)
(cf. 6141.5 - Advanced Placement)
(cf. 6171 - Title I Programs)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6174 - Education for English Language Learners)
(cf. 6175 - Migrant Education Program)

5. Understanding of how academic and career technical instruction can be integrated and implemented to increase student learning

(cf. 6178 - Career Technical Education)

6. Knowledge of strategies that encourage parents/guardians to participate fully and effectively in their children's education

(cf. 1240 - Volunteer Assistance)
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

7. Effective classroom management skills and strategies for establishing a climate that promotes respect, fairness, tolerance, and discipline, including conflict resolution and hatred prevention

BP 4131(c)

STAFF DEVELOPMENT (continued)

(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5145.9 - Hate-Motivated Behavior)

8. Ability to relate to students, understand their various stages of growth and development, and motivate them to learn

9. Ability to interpret and use data and assessment results to guide instruction

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6162.5 - Student Assessment)

10. Knowledge of topics related to student health, safety, and welfare

(cf. 0450 - Comprehensive Safety Plan)
(cf. 5030 - Student Wellness)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.63 - Steroids)
(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5141.52 - Suicide Prevention)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

11. Knowledge of topics related to employee health, safety, and security

(cf. 3514.1 - Hazardous Substances)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4119.42/4219.42/4319.42- Exposure Control Plan for Bloodborne Pathogens)
(cf. 4119.43/4219.43/4319.43 - Universal Precautions)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 4158/4258/4358 - Employee Security)

BP 4131(d)

STAFF DEVELOPMENT (continued)

Professional learning opportunities offered by the district shall be evaluated based on the criteria specified in Education Code 44277. Such opportunities may be part of a coherent plan that combines school activities within a school, including lesson study or co-teaching, and external learning opportunities that are related to academic subjects taught, provide time to meet and work with other teachers, and support instruction and student learning. Learning activities may include, but are not limited to, mentoring projects for new teachers, extra support for teachers to improve practice, and collaboration time for teachers to develop new instructional lessons, select or develop common formative assessments, or analyze student data. (Education Code 44277)

The district's staff evaluation process may be used to recommend additional individualized staff development for individual employees.

(cf. 4115 - Evaluation/Supervision)

The Board may budget funds for actual and reasonable expenses incurred by staff who participate in staff development activities.

(cf. 3100 - Budget)
(cf. 3350 - Travel Expenses)

The Superintendent or designee shall provide a means for continual evaluation of the benefit of staff development activities to both staff and students and shall regularly report to the

Board regarding the effectiveness of the staff development program. Based on the Superintendent's report, the Board may revise the program as necessary to ensure that the staff development program supports the district's priorities for student achievement.

(cf. 0500 - Accountability)

Legal Reference: (see next page)

BP 4131(e)

STAFF DEVELOPMENT (continued)

Legal Reference:

EDUCATION CODE

44032 Travel expense payment
44259.5 Standards for teacher preparation
44277 Professional growth programs for individual teachers
44300 Emergency permits
44325-44328 District interns
44450-44468 University internship program
44570-44578 Inservice training, secondary education
44830.3 District interns
45028 Salary schedule and exceptions
48980 Notification of parents/guardians; schedule of minimum days
52060-52077 Local control and accountability plan
56240-56245 Staff development; service to persons with disabilities
99200-99206 Subject matter projects

GOVERNMENT CODE

3543.2 Scope of representation of employee organization

CODE OF REGULATIONS, TITLE 5

13025-13044 Professional development and program improvement
80021 Short-term staff permit
80021.1 Provisional internship permit
80023-80026.6 Emergency permits

UNITED STATES CODE, TITLE 20

6319 Highly qualified teachers
6601-6702 Preparing, Training and Recruiting High Quality Teachers and Principals

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

United Faculty of Contra Costa Community College District v. Contra Costa Community College District, (1990) PERB Order No. 804, 14 PERC P21, 085

Management Resources:

CSBA PUBLICATIONS

Governing to the Core: Professional Development for Common Core, Governance Brief, May 2013

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Standards for the Teaching Profession, 2009

WEB SITES

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

California Department of Education, Professional Learning: <http://www.cde.ca.gov/pd>

California Subject Matter Projects: <http://csmp.ucop.edu>

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

Policy
adopted:

CSBA MANUAL MAINTENANCE SERVICE
July 2015

All Personnel

AR 4161.8(a)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE

The district shall not deny any eligible employee his/her right to family care, medical, or pregnancy disability leave (PDL) pursuant to the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or the Fair Employment and Housing Act (FEHA) or restrain or interfere with the employee's exercise of such right. In addition, the district shall not discharge an employee or discriminate or retaliate against him/her for taking such leave or for his/her opposition to or challenge of any unlawful district practice in relation to any of these laws or for his/her involvement in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

(cf. 4030 - Nondiscrimination in Employment)
(cf. 4032 - Reasonable Accommodation)
(cf. 4033 - Lactation Accommodation)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child (son or daughter) means a biological, adopted, or foster child; a stepchild; a legal ward; or a child to whom the employee stands in *loco parentis*, as long as the child is under 18 years of age or an adult dependent child. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

AR 4161.8(b)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

Eligible employee for FMLA and CFRA purposes means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the previous 12-month period. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

Employee disabled by pregnancy means a woman who, in the opinion of her health care provider, is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of her job or to perform any of them without undue risk to herself, her pregnancy's successful completion, or to other persons

2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in *loco parentis* to the employee when the employee was a child. *Parent* does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or his/her child, parent, or spouse, including, but not limited to, treatment for substance abuse, that involves either of the following: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity

A person is considered an inpatient when a health care facility formally admits him/her to the facility with the expectation that he/she will remain overnight and occupy a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

AR 4161.8(c)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
 - a. A period of incapacity of more than three consecutive full days
 - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
 - c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
 - d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective

- e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage, or a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

Eligibility

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2; 29 USC 2612; 29 CFR 825.112)

- 1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (baby bonding)

AR 4161.8(d)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

- 2. To care for the employee's child, parent, or spouse with a serious health condition
- 3. The employee's own serious health condition that makes him/her unable to perform one or more essential functions of his/her position
- 4. Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)
- 5. To care for a covered servicemember with a serious injury or illness if the covered servicemember is the employee's spouse, child, parent, or next of kin, as defined

In addition, the district shall grant PDL to any female employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember

AR 4161.8(e)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. (Government Code 12945.2; 29 USC 2612)

This 12-month period shall be measured forward from the date the employee's first family care and medical leave begins. (29 CFR 825.200)

In addition, for each pregnancy, any female employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of her child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

AR 4161.8(f)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of 12 work weeks. This restriction shall apply regardless of the legal status of both parents' relationship. (Government Code 12945.2; 2 CCR 11088; 29 USC 2612)

Use/Substitution of Paid Leave

During the period of PDL or any FMLA or CFRA leave, the employee may elect to use his/her accrued vacation leave, accrued sick leave, or any other paid time off negotiated with the district that he/she is eligible to use. (Government Code 12945, 12945.2; 2 CCR 11044; 2 CCR 11092; 29 USC 2612)

The district and employee may also negotiate for the employee's use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4161/4261/4361 - Leaves)
(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4261.1 - Personal Illness/Injury Leave)

AR 4161.8(g)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or his/her child, parent, or spouse may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (2 CCR 11042, 11090; 29 USC 2612)

The basic minimum duration of leave for the birth or placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position if the employee is pregnant and provides medical certification from her health care provider of a medical need for intermittent leave or leave on a reduced work or leave schedule or if the employee's need for the intermittent leave or leave on a reduced work or leave schedule is foreseeable based on his/her planned medical treatment or that of a family member. This alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Request for Leave

AR 4161.8(h)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, he/she must state the reason the leave is

needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

AR 4161.8(i)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

When an employee is able to foresee the need for the PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

Certification of Health Condition

Within five business days of an employee's request for family care and medical leave for his/her own or his/her child's, parent's, or spouse's serious health condition, the Superintendent or designee may request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition

AR 4161.8(j)

FAMILY CARE AND MEDICAL LEAVE (continued)

3. If the employee is requesting leave to care for a child, parent, or spouse with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the child, parent, or spouse during a period of the treatment or supervision
 - b. Estimated amount of time the health care provider believes the employee needs to care for the child, parent, or spouse
4. If the employee is requesting leave because of his/her own serious health condition, a statement that due to the serious health condition, he/she is unable to work at all or is unable to perform one or more essential functions of his/her job
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee doubts the validity of a certification that accompanies a request for leave for the employee's own serious health condition, he/she may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

For PDL, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is

FAMILY CARE AND MEDICAL LEAVE (continued)

unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if he/she has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because she is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011.

Release to Return to Work

AR 4161.8(l)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

Upon expiration of an employee's PDL or family care and medical leave taken for his/her own serious health condition, the employee may be asked to present certification from the health care provider that he/she is able to resume work.

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

The certification from the employee's health care provider shall address the employee's ability to perform the essential functions of his/her job.

Rights to Reinstatement

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

However, the district may refuse to reinstate an employee returning from FMLA or CFRA leave to the same or a comparable position if all of the following apply: (Government Code 12945.2; 2 CCR 11089; 29 USC 2614)

1. The employee is a salaried "key employee" who is among the highest paid 10 percent of district employees who are employed within 75 miles of the employee's worksite.
2. The refusal is necessary to prevent substantial and grievous economic injury to district operations.

AR4161.8(m)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

3. The district informs the employee of its intent to refuse reinstatement at the time it determines that the refusal is necessary, and the employee fails to immediately return to service.

(cf. 4117.3 - Personnel Reduction)
(cf. 4217.3 - Layoff/Rehire)

The district may also refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, he/she shall maintain his/her status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before he/she took the leave. The employee shall reimburse the district for premiums paid during the leave if he/she fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond his/her control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

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

AR4161.8(n)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

An eligible employee may take up to 12 work weeks of unpaid FMLA leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while his/her child, parent, or spouse who is a military member is on covered active duty or on call to covered active duty status. (29 USC 2612; 29 CFR 825.126)

Covered active duty means duty during the deployment of a member of the regular Armed Forces to a foreign country or duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. (29 USC 2611; 29 CFR 825.126)

AR4161.8(o)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 days of leave per instance) with a military member who is on short-term, temporary, Rest and Recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

AR4161.8(p)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency

necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

During the period of qualified exigency leave, the district's rule regarding an employee's use of his/her accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, son, daughter, parent, or next of kin of the covered servicemember. This 26-week period is not in addition to, but rather is inclusive of, the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

AR4161.8(q)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Son or daughter of a covered servicemember means the biological, adopted, or foster child, stepchild, legal ward, or a child of any age for whom the covered servicemember stood in *loco parentis*. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in *loco parentis* to the covered servicemember (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, or as designated in writing by the covered servicemember. (29 USC 2611, 2612)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

AR4161.8(r)
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4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
 - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered him/her unable to perform the duties of his/her office, grade, rank, or rating
 - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition
 - c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to his/her military service or that would do so but for treatment received by the veteran
 - d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

AR4161.8(s)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the district's rule regarding an employee's use of his/her accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Notifications

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. **General Notice:** Information explaining the provisions of the FEHA/PDL and FMLA/CFRA and employee rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)

AR4161.8(t)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11050, 11091)

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

2. **Eligibility Notice:** When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of his/her eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)
3. **Rights and Responsibilities Notice:** Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification

explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)

- a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying
- b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
- c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's

AR4161.8(u)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

entitlement to take unpaid leave if the employee does not meet the conditions for paid leave

- d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
- e. The employee's status as a "key employee" if applicable, potential consequence that restoration may be denied following the FMLA leave, and explanation of the conditions required for such denial
- f. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
- g. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of his/her receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

- 4. **Designation Notice:** When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days, provide written

notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

AR4161.8(v)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

The Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Legal Reference: (see next page)

AR4161.8(w)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

Legal Reference:

EDUCATION CODE

44965 *Granting of leaves of absence for pregnancy and childbirth*

FAMILY CODE

297-297.5 *Rights, protections, and benefits under law; registered domestic partners*

300 *Validity of marriage*

GOVERNMENT CODE

12926 *Fair employment and housing act, definitions*

12940 *Unlawful employment practices*

12945 *Pregnancy; childbirth or related medical condition; unlawful practice*
12945.1-12945.2 *California Family Rights Act*
12946 *Fair Employment and Housing Act: discrimination prohibited*
CODE OF REGULATIONS, TITLE 2
11035-11051 *Sex discrimination: pregnancy, childbirth and related medical conditions*
11087-11098 *California Family Rights Act*
UNITED STATES CODE, TITLE 1
7 *Definition of marriage*
UNITED STATES CODE, TITLE 29
2601-2654 *Family and Medical Leave Act of 1993, as amended*
UNITED STATES CODE, TITLE 42
2000ff-1-2000ff-11 *Genetic Information Nondiscrimination Act of 2008*
CODE OF FEDERAL REGULATIONS, TITLE 29
825.100-825.800 *Family and Medical Leave Act of 1993*
COURT DECISIONS
United States v. Windsor, (2013) 699 F.3d 169
Faust v. California Portland Cement Company, (2007) 150 Cal.App.4th 864
Tellis v. Alaska Airlines, (9th Cir., 2005) 414 F.3d 1045

Management Resources:

FEDERAL REGISTER

The Family and Medical Leave Act; Final Rule; February 6, 2013. Vol. 78, No. 25, pages 8903-8947

U.S. DEPARTMENT OF LABOR PUBLICATIONS

Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

U.S. Department of Labor, FMLA: <http://www.dol.gov/whd/fmla>

Regulation
approved:

CSBA MANUAL MAINTENANCE SERVICE
July 2015

STAFF DEVELOPMENT

The Governing Board recognizes that classified staff does essential work that supports a healthy school environment and the educational program. Classified staff shall have opportunities to participate in staff development activities in order to improve job skills, learn best practices, retrain as appropriate in order to meet changing conditions in the district, and/or enhance personal growth.

(cf. 3100 - Budget)
(cf. 3350 - Travel Expenses)
(cf. 4200 - Classified Personnel)
(cf. 4261.3 - Professional Leaves)

The Superintendent or designee shall involve classified staff, site and district administrators, and others, as appropriate, in the development of the district's staff development program. He/she shall ensure that the district's staff development program is aligned with district goals, school improvement objectives, the local control and accountability plan, and other district and school plans.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 0420 - School Plans/Site Councils)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 0520.2 - Title I Program Improvement Schools)
(cf. 0520.3 - Title I Program Improvement Districts)

STAFF DEVELOPMENT (continued)

Staff development may address general workplace skills and/or skills and knowledge specific to the duties of each classified position, including, but not limited to, the following topics: (Education Code 45391)

1. Student learning and achievement
 - a. How paraprofessionals can assist teachers and administrators to improve the academic achievement of students
 - b. Alignment of curriculum and instructional materials with Common Core State Standards
 - c. The management and use of state and local student data to improve student learning
 - d. Best practices in appropriate interventions and assistance to at-risk students

(cf. 4222 - Teacher Aides/Paraprofessionals)
(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 6011 - Academic Standards)
(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6143 - Courses of Study)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)

2. Student and campus safety

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3515.3 - District Police/Security Department)
(cf. 3515.5 - Sex Offender Notification)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 4158/4258/4358 - Employee Security)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5145.9 - Hate-Motivated Behavior)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

BP 4231(c)

STAFF DEVELOPMENT (continued)

3. Education technology, including management strategies and best practices regarding the use of education technology to improve student performance

(cf. 0440 - District Technology Plan)
(cf. 4040 - Employee Use of Technology)
(cf. 6163.4 - Student Use of Technology)

4. School facility maintenance and operations, including best practices in the operation and maintenance of school facilities, such as green technology and energy efficiency, that help reduce the use and cost of energy at school sites

(cf. 3510 - Green School Operations)
(cf. 3511- Energy and Water Management)

5. Special education, including best practices to meet the needs of special education students and to comply with any new state and federal mandates

(cf. 6159 - Individualized Education Program)
(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)

6. School transportation and bus safety

(cf. 3540 - Transportation)
(cf. 3541- Transportation for School-Related Trips)

(cf. 3541.2 - Transportation for Students with Disabilities)
(cf. 3542 - Bus Drivers)
(cf. 3543 - Transportation Safety and Emergencies)

7. Parent involvement, including ways to increase parent involvement at school sites

(cf. 1240 - Volunteer Assistance)
(cf. 6020 - Parent Involvement)

8. Food service, including food preparation to provide nutritional meals, food safety, and food management

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3551 - Food Service Operations/Cafeteria Fund)
(cf. 3555 - Nutrition Program Compliance)
(cf. 5030 - Student Wellness)

9. Health, counseling, and nursing services

(cf. 5141 - Health Care and Emergencies)
(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

BP 4231(d)

STAFF DEVELOPMENT (continued)

(cf. 5141.22 - Infectious Diseases)
(cf. 5141.23 - Asthma Management)
(cf. 5141.24 - Specialized Health Care Services)
(cf. 5141.26 - Tuberculosis Testing)
(cf. 5141.27 - Food Allergies/Special Dietary Needs)
(cf. 5141.3 - Health Examinations)
(cf. 5141.52 - Suicide Prevention)
(cf. 5141.6 - School Health Services)
(cf. 6164.2 - Guidance/Counseling Services)

10. Environmental safety, including pesticides and other possibly toxic substances so that they may be safely used at school sites

(cf. 3514 - Environmental Safety)
(cf. 3514.1 - Hazardous Substances)
(cf. 3514.2 - Integrated Pest Management)
(cf. 6161.3 - Toxic Art Supplies)

For classroom instructional aides or other classified staff involved in direct instruction of students, staff development activities may also include academic content of the core curriculum, teaching strategies, classroom management, or other training designed to improve student performance, conflict resolution, and relationships among students. Such professional learning opportunities shall be evaluated based on criteria specified in Education Code 44277 and BP 4131 - Staff Development.

The district's staff evaluation process may be used to recommend additional individualized staff development for individual employees.

(cf. 4215 - Evaluation/Supervision)

The Superintendent or designee shall provide a means for continual evaluation of the benefit of staff development activities to staff and students and shall regularly report to the Board regarding the effectiveness of the staff development program.

(cf. 0500 - Accountability)

Legal Reference: (see next page)

BP 4231(e)

STAFF DEVELOPMENT (continued)

Legal Reference:

EDUCATION CODE

44277 Professional growth programs for individual teachers

44032 Travel expense payment

45380-45387 Retraining and study leave (classified employees)

45390-45392 Professional development for classified school employees

52060-52077 Local control and accountability plan

56240-56245 Staff development; service to persons with disabilities

GOVERNMENT CODE

3543.2 Scope of representation of employee organization

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

United Faculty of Contra Costa Community College District v. Contra Costa Community College District, (1990) PERB Order No. 804, 14 PERC P21, 085

Management Resources:

WEB SITES

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

California School Employees Association: <http://www.csea.com>

Policy
adopted:

CSBA MANUAL MAINTENANCE SERVICE
July 2015

GRADES/EVALUATION OF STUDENT ACHIEVEMENT

Written report cards displaying students' grades in each subject or course shall be distributed to parents/guardians at the end of each grading period. Parents/guardians shall be offered an opportunity to meet with their child's teacher(s) to discuss the grades and strategies to improve their child's performance.

(cf. 6020 - Parent Involvement)

Whenever it becomes evident to a teacher that a student is in danger of failing a course, the teacher shall arrange a conference with the student's parent/guardian or send the parent/guardian a written report. (Education Code 49067)

(cf. 5123 - Promotion/Acceleration/Retention)

For each student in grades 9-12, the Superintendent or designee shall maintain a transcript recording the courses taken, the term that each course was taken, credits earned, final grades, and date of graduation.

(cf. 5125 - Student Records)

(cf. 6146.1 - High School Graduation Requirements)

Grades for Achievement

For grades K-3, students' level of progress shall be reported as follows:

- 4=Mastery, 100-96%;
- 3=Proficient, 95-80%;
- 2=Approaching Grade Level, 79-60%;
- 1=Below Grade Level, 59-0;
- X=Not Yet Introduced

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)

For grades 4-8, grades for achievement shall be reported for each grading period as follows:

A	(90-100%)	Outstanding Achievement	4.0 grade points
B	(80-89%)	Above Average Achievement	3.0 grade points
C	(70-79%)	Average Achievement	2.0 grade points
D	(60-69%)	Below Average Achievement	1.0 grade points
F	(0-59%)	Little or No Achievement	0 grade points
I		Incomplete	0 grade points

For grades 9-12, grades for achievement shall be reported for each grading period as follows:

A = Superior – 4 points

B = Good – 3 Points

C = Satisfactory – 2 Points

D = Less than satisfactory – 1 Point

F = Failing – 0 Points

P = Pass (Ranges from very good to satisfactory. This grade is not included in figuring GPA's) – no points but 5 credits earned

I = Incomplete – 0 Points

An Incomplete shall be given only when a student's work is not finished because of illness or other excused absence. If not made up within 5 days, the Incomplete shall become an F.

Because of the more rigorous nature of Advanced Placement, International Baccalaureate, honors, and concurrent postsecondary courses, students receiving a grade of A, B, or C in those courses shall receive extra grade weighting as follows:

A	(90-100%)	Superior	5.0 grade points
B	(80-89%)	Good	4.0 grade points
C	(70-79%)	Satisfactory	3.0 grade points

(cf. 6141.5 - Advanced Placement)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6172.1 - Concurrent Enrollment in College Classes)

Grades for Physical Education

No grade of a student participating in a physical education class may be adversely affected due to the fact that the student, because of circumstances beyond his/her control, does not wear standardized physical education apparel. (Education Code 49066)

(cf. 6142.7 - Physical Education and Activity)

AR 5121(c)

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)

Student performance in high school physical education courses shall be based upon evaluation of the student's individual progress, attainment of goals in each instructional area, tests designed to determine skill and knowledge, and physical performance tests. (5 CCR 10060)

Students who successfully complete one full season of interscholastic athletics participation in a recognized sport may waive one 5 credit PE course. They may use up to two waivers per year. Student athlete must attend and successfully participate in at least 95% of required practices and athletic contests, and remain academically and behaviorally eligible throughout the season.

(cf. 6145.2 - Athletic Competition)

Grades for College Courses

When the district has approved a student to receive district credit for coursework completed at a community college or four-year college, he/she shall receive the same letter grade as is granted by the college.

Grades for Citizenship, Study Skills, and Effort

Grades for citizenship, study skills, and effort shall be reported as follows:

- O Outstanding
- S Satisfactory
- N Needs Improvement

Pass/Fail Grading

The Superintendent or designee may identify courses or programs for which students may, with parent/guardian permission, elect to earn a Pass or Fail grade instead of a letter grade.

AR 5121(d)

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)

Students who receive a Pass grade shall acquire the appropriate semester units of credit for the course. The grade shall not be counted in determining class rank, honors list, or membership in the California Scholarship Federation. Students who receive a Fail grade shall not receive credit for taking the course.

Peer Grading

At their discretion, teachers may use peer grading of student tests, papers, and assignments as appropriate to reinforce lessons.

Repeating Classes

With the approval of the principal or designee, a student may repeat a course in order to raise his/her grade. Both grades received shall be entered on the student's transcript, but the student shall receive credit only once for taking the course. The highest grade received shall be used in determining the student's overall grade point average (GPA).

Withdrawal from Classes

A student who drops a course before the first Friday of school (Seniors have until the second Friday) may do so without any entry on his/her permanent record card. A student who drops a course after these deadlines shall receive an F grade on his/her permanent record, unless otherwise decided by the principal or designee because of extenuating circumstances.

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)

Grade Point Average

The Superintendent or designee shall calculate each student's GPA using the grade point assigned to each letter grade in accordance with the scale described in the section "Grades for Achievement" above. The grade points for all applicable coursework shall be totaled and divided by the number of courses completed. Pass/Fail grades shall not be included in the determination of a student's GPA.

(cf. 5126 - Awards for Achievement)

(cf. 6145 - Extracurricular and Cocurricular Activities)

AR 5121(f)

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)

When plus and minus designations are added to letter grades, they shall not be considered in determining GPA.

Each academic year, the Superintendent or designee shall provide to the Student Aid Commission the GPA of all district students in grade 12, except for students who have opted out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code 69432.9)

Regulation
approved:

CSBA MANUAL MAINTENANCE SERVICE
July 2015

Students

BP 5131.2(a)

BULLYING

The Governing Board recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No individual or group shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, retaliate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel.

(cf. 5131 - Conduct)

(cf. 5136 - Gangs)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

BP 5131.2(b)

BULLYING (continued)

Cyberbullying includes the creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

(cf. 5145.2 - Freedom of Speech/Expression)

Strategies for addressing bullying in district schools shall be developed with involvement of key stakeholders, including students, parents/guardians, and staff, and may be incorporated into the comprehensive safety plan, the local control and accountability plan, and other applicable district and school plans.

(cf. 0420 - School Plans/Site Councils)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 1220 - Citizen Advisory Committees)

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

(cf. 6020 - Parent Involvement)

As appropriate, the Superintendent or designee may collaborate with law enforcement, courts, social services, mental health services, other agencies, and community organizations in the development and implementation of joint strategies to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.

(cf. 1020 - Youth Services)

BP 5131.2(c)

BULLYING (continued)

Bullying Prevention

To the extent possible, district schools shall focus on the prevention of bullying by establishing clear rules for student conduct and implementing strategies to promote a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying.

(cf. 5137 - Positive School Climate)

As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6142.8 - Comprehensive Health Education)
(cf. 6142.94 - History-Social Science Instruction)
(cf. 6163.4 - Student Use of Technology)

Staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective response.

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

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

BP 5131.2(d)

BULLYING (continued)

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness an act of bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school

psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

(cf. 6164.2 - Guidance/Counseling Services)

Reporting and Filing of Complaints

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee. Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report his/her observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

BP 5131.2(e)

BULLYING (continued)

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

Investigation and Resolution of Complaints

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3.

BP 5131.2(f)

BULLYING (continued)

If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

Discipline

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

BP 5131.2(g)

BULLYING (continued)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6159.4 - Behavioral Interventions for Special Education Students)

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
32282 Comprehensive safety plan
32283.5 Bullying; online training
35181 Governing board policy on responsibilities of students
35291-35291.5 Rules
48900-48925 Suspension or expulsion
48985 Translation of notices
52060-52077 Local control and accountability plan

PENAL CODE

422.55 Definition of hate crime
647 Use of camera or other instrument to invade person's privacy; misdemeanor
647.7 Use of camera or other instrument to invade person's privacy; punishment
653.2 Electronic communication devices, threats to safety

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
110.25 Notification of nondiscrimination on the basis of age
COURT DECISIONS
Wynar v. Douglas County School District, (2013) 728 F.3d 1062
J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094
Lavine v. Blaine School District, (2002) 279 F.3d 719

Management Resources: (see next page)

BP 5131.2(h)

BULLYING (continued)

Management Resources:

CSBA PUBLICATIONS

Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012

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

Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

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

Bullying at School, 2003

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

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

Dear Colleague Letter: Harassment and Bullying, October 2010

WEB SITES

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

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

Common Sense Media: <http://www.commonsensemedia.org>

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

ON[the]LINE, digital citizenship resources: <http://www.onthelineca.org>

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

Policy
adopted:

CSBA MANUAL MAINTENANCE SERVICE
July 2015

Students

BP 5148.2(a)

BEFORE/AFTER SCHOOL PROGRAMS

The Governing Board desires to provide before-school and/or after-school enrichment programs that support the regular education program and provide safe alternatives for

students. In order to increase academic achievement of participating students, the content of such programs shall be coordinated with the district's vision and goals for student learning, its curriculum, and district and state academic standards.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 5147 - Dropout Prevention)
(cf. 5148 - Child Care and Development)
(cf. 6011 - Academic Standards)
(cf. 6176 - Weekend/Saturday Classes)
(cf. 6177 - Summer Learning Programs)
(cf. 6179 - Supplemental Instruction)

The district's program shall be planned through a collaborative process that includes parents/guardians, students, and representatives of participating schools, governmental agencies including city and county parks and recreation departments, local law enforcement, community organizations, and, if appropriate, the private sector. (Education Code 8422, 8482.5)

BP 5148.2(b)

BEFORE/AFTER SCHOOL PROGRAMS (continued)

(cf. 1020 - Youth Services)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 6020 - Parent Involvement)

The establishment of any program shall be approved by the Board and the principal of each participating school. (Education Code 8421, 8482.3)

The Superintendent or designee shall ensure that all staff who directly supervise students in the district's before-school and/or after-school program possess appropriate knowledge and experience. As needed, staff and volunteers shall receive ongoing training related to their job responsibilities. (Education Code 8483.4)

(cf. 1240 - Volunteer Assistance)
(cf. 4131 - Staff Development)
(cf. 4222 - Teacher Aides/Paraprofessionals)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

The program shall include academic and enrichment elements in accordance with law and administrative regulation. In addition, the program may include support services that reinforce the educational component and promote student health and well-being.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 5030 - Student Wellness)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 6142.7 - Physical Education and Activity)

No fee shall be charged for participation in the program.

BP 5148.2(c)

BEFORE/AFTER SCHOOL PROGRAMS (continued)

The Board and the Superintendent or designee shall monitor student participation rates and shall identify multiple measures that shall be used to evaluate program effectiveness. Such measures may include, but are not limited to, student outcome data; program self-assessments; feedback from staff, participating students, and parents/guardians; and observations of program activities.

(cf. 0500 - Accountability)

BP 5148.2(d)

BEFORE/AFTER SCHOOL PROGRAMS (continued)

Every three years, the program shall review its after-school program plan, including program goals, program content, and outcome measures. Documentation of the program plan shall be maintained for a minimum of five years. (Education Code 8482.3)

(cf. 3580 - District Records)

Legal Reference:

EDUCATION CODE

8263 Eligibility and priorities for subsidized child development services

8263.4 Enrollment of students ages 11-12 years

8273.1 Family fees, exemptions

8350-8359.1 Programs for CalWORKS recipients

8360-8370 Personnel qualifications

8420-8428 21st Century After-School Program for Teens

8482-8484.65 After School Education and Safety Program

8484.7-8484.9 21st Century Community Learning Centers

8490-8490.7 Distinguished After School Health Recognition Program

17264 New construction; accommodation of before- and after-school programs

35021.3 After-school physical recreation instructors

45125 Criminal record check

45330 Paraprofessionals; instructional aides

35340-45349 Paraprofessionals; instructional aides

49024 Criminal background check; Activity Supervisor Clearance Certificate

49430-49434 Nutrition standards

49553 Free or reduced-price meals

69530-69547.9 Cal Grant program

UNITED STATES CODE, TITLE 20

6314 Title I schoolwide programs

6319 Program improvement

7171-7176 21st Century Community Learning Centers

UNITED STATES CODE, TITLE 42

1766-1766a Child and Adult Care Food Program

CODE OF FEDERAL REGULATIONS, TITLE 7

226.17 Nutrition standards

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

A Crosswalk Between the Quality Standards for Expanded Learning and Program Quality Assessment Tools, 2014
Quality Standards for Expanded Learning in California: Creating and Implementing a Shared Vision of Quality, 2014
California After School Physical Activity Guidelines, 2009

Management Resources continued: (see next page)

BP 5148.2(e)

BEFORE/AFTER SCHOOL PROGRAMS (continued)

Management Resources: (continued)

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

21st Century Community Learning Centers, Nonregulatory Guidance, February 2003

WEB SITES

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

California Department of Education, Before and After School: <http://www.cde.ca.gov/ls/ba>

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

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

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

Partnership for Children and Youth: <http://partnerforchildren.org>

U.S. Department of Agriculture: <http://www.fns.usda.gov/cnd/care/afterschool.htm>

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

Policy
adopted:

CSBA MANUAL MAINTENANCE SERVICE
July 2015

Students

AR 5148.2(a)

BEFORE/AFTER SCHOOL PROGRAMS

Grades K-8

The district's After School Education and Safety (ASES) program or 21st Century Community Learning Center (21st CCLC) program may serve students in grades K-8. (Education Code 8482.3, 8484.8)

Consistent with state funding priorities, the district shall, to the extent feasible, give priority to establishing ASES programs that serve students in schools with the highest percentage of students eligible for free and reduced-price meals.

(cf. 3553 - Free and Reduced Price Meals)

The district's 21st CCLC program shall primarily serve students in Title I schoolwide programs or serve a high percentage of students from low-income families. (Education Code 8484.8; 20 USC 7173)

(cf. 6171 - Title I Programs)

The district's ASES and 21st CCLC program(s) shall be operated in accordance with the following:

1. Program Elements

- a. The program shall include an educational and literacy element in which tutoring or homework assistance is provided in language arts, mathematics, history and social science, computer training, and/or science. (Education Code 8482.3)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6142.93 - Science Instruction)

(cf. 6154 - Homework/Makeup Work)

(cf. 6163.4 - Student Use of Technology)

- b. The program shall include an educational enrichment element which may include, but is not limited to, fine arts, career technical education, recreation, technology, physical fitness, and prevention activities. (Education Code 8482.3)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

(cf. 6142.6 - Visual and Performing Arts)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6178 - Career Technical Education)

AR 5148.2(c)

BEFORE/AFTER SCHOOL PROGRAMS (continued)

2. Nutrition

- a. If snacks or meals are made available in the program, they shall conform to state nutrition standards specified in Education Code 49430-49434 or 42 USC 1766 as applicable. (Education Code 8482.3; 42 USC 1766-1766a; 7 CFR 226.17)
- b. The district's before-school program shall offer a breakfast meal as described in Education Code 49553 for all program participants. (Education Code 8483.1)

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

(cf. 3554 - Other Food Sales)

(cf. 5030 - Student Wellness)

3. Location of Program

- a. The program may be offered at one or multiple school sites and/or at an easily available and accessible off-campus facility. (Education Code 8482.3)
- b. When there is a significant barrier to student participation in either the before-school or after-school component of a program at the school of attendance, the district may, with the approval of the Superintendent of Public Instruction, provide services at another school site. A significant barrier includes either of the following: (Education Code 8482.8)

- (1) Fewer than 20 students participating in the program component

AR 5148.2(d)

BEFORE/AFTER SCHOOL PROGRAMS (continued)

- (2) Extreme transportation constraints, including, but not limited to, desegregation busing, busing for magnet or open enrollment schools, or student dependence on public transportation

In such cases, the district shall arrange for safe, supervised transportation between school sites; ensure communication among staff in the regular school program, staff in the before-school or after-school program, and parents/guardians; and ensure alignment of the educational and literacy elements with the regular school program of participating students. (Education Code 8482.8)

(cf. 3540 - Transportation)

4. Staffing

- a. All staff members who directly supervise students shall, at a minimum, meet the qualifications for an instructional aide. (Education Code 8483.4; 20 USC 6319)

(cf. 4222 - Teacher Aides/Paraprofessionals)

- b. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in law and Board policy. (Education Code 8483.4)

(cf. 1240 - Volunteer Assistance)

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

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

- c. The student-to-staff ratio shall be no more than 20 to 1. (Education Code 8483.4)

AR 5148.2(e)

BEFORE/AFTER SCHOOL PROGRAMS (continued)

5. Hours of Operation

- a. A before-school program shall not operate for less than one and one-half hours per regular school day. (Education Code 8483.1)
- b. An after-school program shall begin immediately upon the conclusion of the regular school day and shall operate a minimum of 15 hours per week and at least until 6 p.m. on every regular school day. (Education Code 8483)

6. Admissions

- a. Every student attending a school operating a program is eligible to participate in the program, subject to program capacity. (Education Code 8482.6)

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

- b. If the number of students wishing to participate in the program exceeds program capacity, students shall be selected for enrollment based on the following guidelines:
 - (1) Priority for enrollment of middle or junior high school students shall be given to students who attend daily. (Education Code 8483, 8483.1)
 - (2) Priority for enrollment may be given to students identified as in need of academic remediation or support in accordance with Board policy or administrative regulations.

(cf. 6179 - Supplemental Instruction)

- (3) Any remaining capacity shall be filled by students selected at random.
- (4) A waiting list shall be established to accommodate additional students if space becomes available.

7. Attendance/Early Release

AR 5148.2(f)

BEFORE/AFTER SCHOOL PROGRAMS (continued)

- a. Each student admitted into a district program shall be expected to attend the full number of hours that the program is in operation every day that he/she participates.
- b. When necessary, a student's parent/guardian may request, in writing, that the Superintendent or designee approve the reasonable late daily arrival of his/her child for the before-school program or the reasonable early daily release of his/her child from the after-school program. The Superintendent or designee shall not approve such a request if the student would be attending less than one-half of the daily program hours.

Volunteers

The Superintendent or designee may establish a registry of volunteer after-school physical recreation instructors and other before-school and after-school program volunteers. (Education Code 35021.3)

AR 5148.2(j)

BEFORE/AFTER SCHOOL PROGRAMS (continued)

To be included in the registry, a volunteer shall submit to a criminal background check pursuant to Education Code 45125. He/she also shall submit current contact information to the district and shall update that information whenever the information changes. (Education Code 35021.3)

The Superintendent or designee may use a volunteer registered with the district or may select another person to provide physical recreation to students after school hours or to provide other services. (Education Code 35021.3)

Reports

The Superintendent or designee shall annually submit to the CDE outcome-based data, including, but not limited to: (Education Code 8427, 8482.3, 8484)

1. For participating students, school day attendance on an annual basis and program attendance on a semi-annual basis
2. Evidence of a program quality improvement process that is data driven and based on CDE program quality standards

(cf. 0500 - Accountability)

Regulation
approved:

CSBA MANUAL MAINTENANCE SERVICE
July 2015

Students

BP 5148.3(a)

Instruction

BP 6163.4(a)

STUDENT USE OF TECHNOLOGY

The Governing Board intends that technological resources provided by the district be used in a safe and responsible manner in support of the instructional program and for the advancement of student learning. All students using these resources shall receive instruction in their proper and appropriate use.

(cf. 0440 - District Technology Plan)
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 4040 - Employee Use of Technology)
(cf. 6163.1 - Library Media Centers)

Teachers, administrators, and/or library media specialists are expected to review the technological resources and online sites that will be used in the classroom or assigned to students in order to ensure that they are appropriate for the intended purpose and the age of the students.

The Superintendent or designee shall notify students and parents/guardians about authorized uses of district technology, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities in accordance with this Board policy and the district's Acceptable Use Agreement.

District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.

Before a student is authorized to use district technology, the student and his/her parent/guardian shall sign and return the Acceptable Use Agreement. In that agreement, the parent/guardian shall agree not to hold the district or any district staff responsible for the failure of any technology protection measures or user mistakes or negligence and shall agree to indemnify and hold harmless the district and district staff for any damages or costs incurred.

(cf. 6162.6 - Use of Copyrighted Materials)

BP 6163.4(b)

STUDENT USE OF TECHNOLOGY (continued)

The district reserves the right to monitor student use of technology within the jurisdiction of the district without advance notice or consent. Students shall be informed that their use of district technology, including, but not limited to, computer files, email, text messages, instant messaging, and other electronic communications, is not private and may be accessed by the district for the purpose of ensuring proper use. Students have no reasonable expectation of privacy in use of the district technology. Students' personally owned devices shall not be searched except in cases where there is a reasonable suspicion, based on specific and objective facts, that the search will uncover evidence of a violation of law, district policy, or school rules.

(cf. 5145.12 - Search and Seizure)

The Superintendent or designee may gather and maintain information pertaining directly to school safety or student safety from the social media activity of any district student in accordance with Education Code 49073.6 and BP/AR 5125 - Student Records.

(cf. 5125 - Student Records)

Whenever a student is found to have violated Board policy or the district's Acceptable Use Agreement, the principal or designee may cancel or limit a student's user privileges or increase supervision of the student's use of the district's equipment and other technological resources, as appropriate. Inappropriate use also may result in disciplinary action and/or legal action in accordance with law and Board policy.

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

(cf. 5144 - Discipline)

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

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

BP 6163.4(c)

STUDENT USE OF TECHNOLOGY (continued)

The Superintendent or designee, with input from students and appropriate staff, shall regularly review and update procedures to enhance the safety and security of students using district technology and to help ensure that the district adapts to changing technologies and circumstances.

Internet Safety

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that protects against access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. (20 USC 6777; 47 USC 254; 47 CFR 54.520)

To reinforce these measures, the Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the

Internet and to ensure that students do not engage in unauthorized or unlawful online activities.

BP 6163.4(d)

STUDENT USE OF TECHNOLOGY (continued)

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

The district's Acceptable Use Agreement shall establish expectations for appropriate student conduct when using the Internet or other forms of electronic communication, including, but not limited to, prohibitions against:

1. Accessing, posting, submitting, publishing, or displaying harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

2. Intentionally uploading, downloading, or creating computer viruses and/or maliciously attempting to harm or destroy district equipment or materials or manipulate the data of any other user, including so-called "hacking"
3. Distributing personal identification information, including the name, address, telephone number, Social Security number, or other personally identifiable information, of another student, staff member, or other person with the intent to threaten, intimidate, harass, or ridicule that person

The Superintendent or designee shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, the dangers of posting one's own personal identification information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

BP 6163.4(e)

STUDENT USE OF TECHNOLOGY (continued)

Legal Reference:

EDUCATION CODE

- 49073.6 Student records; social media
- 51006 Computer education and resources
- 51007 Programs to strengthen technological skills
- 60044 Prohibited instructional materials

PENAL CODE

- 313 Harmful matter
- 502 Computer crimes, remedies
- 632 Eavesdropping on or recording confidential communications
- 653.2 Electronic communication devices, threats to safety

UNITED STATES CODE, TITLE 15

6501-6506 Children's Online Privacy Protection Act

UNITED STATES CODE, TITLE 20

6751-6777 Enhancing Education Through Technology Act, Title II, Part D, especially:

6777 Internet safety

UNITED STATES CODE, TITLE 47

254 Universal service discounts (E-rate)

CODE OF FEDERAL REGULATIONS, TITLE 16

312.1-312.12 Children's Online Privacy Protection Act

CODE OF FEDERAL REGULATIONS, TITLE 47

54.520 Internet safety policy and technology protection measures, E-rate discounts

COURT DECISIONS

New Jersey v. T.L.O., (1985) 469 U.S. 325

Management Resources:

CSBA PUBLICATIONS

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

FEDERAL TRADE COMMISSION PUBLICATIONS

How to Protect Kids' Privacy Online: A Guide for Teachers, December 2000

WEB SITES

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

American Library Association: <http://www.ala.org>

California Coalition for Children's Internet Safety: <http://www.cybersafety.ca.gov>

Center for Safe and Responsible Internet Use: <http://csriu.org>

Federal Communications Commission: <http://www.fcc.gov>

Federal Trade Commission, Children's Online Privacy Protection:

<http://www.ftc.gov/privacy/privacyinitiatives/childrens.html>

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

Policy
adopted:

CSBA MANUAL MAINTENANCE SERVICE
July 2015

Instruction

E 6163.4(a)

STUDENT USE OF TECHNOLOGY

**ACCEPTABLE USE AGREEMENT
AND RELEASE OF DISTRICT FROM LIABILITY (STUDENTS)**

The _____ School District authorizes students to use technology owned or otherwise provided by the district as necessary for instructional purposes. The use of district technology is a privilege permitted at the district's discretion and

is subject to the conditions and restrictions set forth in applicable Board policies, administrative regulations, and this Acceptable Use Agreement. The district reserves the right to suspend access at any time, without notice, for any reason.

The district expects all students to use technology responsibly in order to avoid potential problems and liability. The district may place reasonable restrictions on the sites, material, and/or information that students may access through the system.

Each student who is authorized to use district technology and his/her parent/guardian shall sign this Acceptable Use Agreement as an indication that they have read and understand the agreement.

Definitions

District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.

Student Obligations and Responsibilities

Students are expected to use district technology safely, responsibly, and for educational purposes only. The student in whose name district technology is issued is responsible for its proper use at all times. Students shall not share their assigned online services account information, passwords, or other information used for identification and authorization purposes, and shall use the system only under the account to which they have been assigned.

E 6163.4(b)

STUDENT USE OF TECHNOLOGY (continued)

Students are prohibited from using district technology for improper purposes, including, but not limited to, use of district technology to:

1. Access, post, display, or otherwise use material that is discriminatory, libelous, defamatory, obscene, sexually explicit, or disruptive
2. Bully, harass, intimidate, or threaten other students, staff, or other individuals ("cyberbullying")
3. Disclose, use, or disseminate personal identification information (such as name, address, telephone number, Social Security number, or other personal information) of another student, staff member, or other person with the intent to threaten, intimidate, harass, or ridicule that person
4. Infringe on copyright, license, trademark, patent, or other intellectual property rights

5. Intentionally disrupt or harm district technology or other district operations (such as destroying district equipment, placing a virus on district computers, adding or removing a computer program without permission from a teacher or other district personnel, changing settings on shared computers)
6. Install unauthorized software
7. "Hack" into the system to manipulate data of the district or other users
8. Engage in or promote any practice that is unethical or violates any law or Board policy, administrative regulation, or district practice

Privacy

Since the use of district technology is intended for educational purposes, students shall not have any expectation of privacy in any use of district technology.

The district reserves the right to monitor and record all use of district technology, including, but not limited to, access to the Internet or social media, communications sent or received from district technology, or other uses. Such monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. Students should be aware that, in most instances, their use of district technology (such as web searches and emails) cannot be erased or deleted.

E 6163.4(c)

STUDENT USE OF TECHNOLOGY (continued)

All passwords created for or used on any district technology are the sole property of the district. The creation or use of a password by a student on district technology does not create a reasonable expectation of privacy.

Personally Owned Devices

If a student uses a personally owned device to access district technology, he/she shall abide by all applicable Board policies, administrative regulations, and this Acceptable Use Agreement. Any such use of a personally owned device may subject the contents of the device and any communications sent or received on the device to disclosure pursuant to a lawful subpoena or public records request.

Reporting

If a student becomes aware of any security problem (such as any compromise of the confidentiality of any login or account information) or misuse of district technology, he/she shall immediately report such information to the teacher or other district personnel.

Consequences for Violation

Violations of the law, Board policy, or this agreement may result in revocation of a student's access to district technology and/or discipline, up to and including suspension or expulsion. In addition, violations of the law, Board policy, or this agreement may be reported to law enforcement agencies as appropriate.

Student Acknowledgment

I have received, read, understand, and agree to abide by this Acceptable Use Agreement and other applicable laws and district policies and regulations governing the use of district technology. I understand that there is no expectation of privacy when using district technology. I further understand that any violation may result in loss of user privileges, disciplinary action, and/or appropriate legal action.

Name: _____ Grade: _____
(Please print)

School: _____

Signature: _____ Date: _____

Parent or Legal Guardian Acknowledgment

If the student is under 18 years of age, a parent/guardian must also read and sign the agreement.

E 6163.4(d)

STUDENT USE OF TECHNOLOGY (continued)

As the parent/guardian of the above-named student, I have read, understand, and agree that my child shall comply with the terms of the Acceptable Use Agreement. By signing this Agreement, I give permission for my child to use district technology and/or to access the school's computer network and the Internet. I understand that, despite the district's best efforts, it is impossible for the school to restrict access to all offensive and controversial materials. I agree to release from liability, indemnify, and hold harmless the school, district, and district personnel against all claims, damages, and costs that may result from my child's use of district technology or the failure of any technology protection measures used by the district. Further, I accept full responsibility for supervision of my child's use of his/her access account if and when such access is not in the school setting.

Name: _____ Date: _____
(Please print)

Signature: _____

Exhibit
version:

CSBA MANUAL MAINTENANCE SERVICE
July 2015

Board Bylaws

BB 9100(a)

ORGANIZATION

Annual Organizational Meeting

Each year, the Governing Board shall hold an annual organizational meeting. In any year in which a regular election of district Board members is conducted, the organizational meeting shall be held within a 15-day period beginning from the date upon which a Board member elected at that election takes office. During non-election years, the meeting shall be held within the same 15-day period on the calendar. (Education Code 35143)

The day and time of the annual meeting shall be selected by the Board at its regular meeting held immediately prior to the first day of the 15-day period. On behalf of the Board, the Superintendent shall notify the County Superintendent of Schools of the day and time selected. Within 15 days prior to the date of the annual meeting, the clerk of the Board, with the assistance of the Superintendent, shall notify in writing all Board members and members-elect of the date and time selected for the meeting. (Education Code 35143)

At this meeting the Board shall:

1. Elect a president and a clerk and/or vice president from its members
2. Appoint the Superintendent as secretary to the Board
3. Authorize signatures
4. Approve a schedule of regular meetings for the year and a Board governance calendar stating the time when the Board will address important governance matters

BB 9100(b)

ORGANIZATION (continued)

5. Designate Board representatives to serve on committees or commissions of the district, other public agencies, or organizations with which the district partners or collaborates

(cf. 9140 - Board Representatives)

6. Review and/or consider resources that define and clarify the Board's governance and leadership roles and responsibilities including, but not limited to, governance standards, meeting protocols, Board rules and bylaws, and other Board development materials

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9230 - Orientation)
(cf. 9240 - Board Development)
(cf. 9320 - Meetings and Notices)
(cf. 9323 - Meeting Conduct)

Election of Officers

The Board shall each year elect one of its members to be (clerk)/(vice president). This member shall be one who previously has not served in office, unless all the Board's members have previously served in office. After serving one year as (clerk)/(vice president), the elected member shall serve one year as president of the Board.

(cf. 9224 - Oath or Affirmation)

BB 9100(c)

ORGANIZATION (continued)

The election of Board officers shall be conducted during an open session of the annual organizational meeting.

Legal Reference:

EDUCATION CODE

5017 Term of office

35143 Annual organizational meeting date, and notice

35145 Public meetings

GOVERNMENT CODE

54953 Meetings to be open and public; attendance

ATTORNEY GENERAL OPINIONS

68 Ops.Cal.Atty.Gen. 65 (1985)

59 Ops.Cal.Atty.Gen. 619, 621-622 (1976)

Bylaw
adopted:

CSBA MANUAL MAINTENANCE SERVICE
July 2015

COLUSA UNIFIED SCHOOL DISTRICT		WARRANTS TO BE RELEASED SEPTEMBER 11, 2015			BATCH 10
REF #	VENDOR	AMOUNT	FUND	LOC	DESCRIPTION
200	STEPHANIE ARCHIBALD	\$ 66.41	01	EMS	REIMBURSE FOR SUPPLIES PURCHASED
213	CHRISTINA BAILEY	\$ 24.51	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
215	CONTINENTAL ATHLETIC SUPPLY	\$ 72.28	01	SPORTS	SUPPLIES
194	CITY OF COLUSA	\$ 12,001.85	01	ALL	WATER, SEWER BILLING
210	COLUSA COUNTY FARM SUPPLY	\$ 360.00	01	MOT	GROUNDS SUPPLIES
195	CCOE	\$ 32.71	01	DO	BANK CHARGES
196	CUSD CAFETERIA FUND	\$ 31.00	01	DO	COOKIES FOR BOARD MEETING
216	MOLLY CRITCHFIELD	\$ 563.06	01	DO	PAYCHECK REFUND
198	DAVIES OIL CO	\$ 1,194.32	01	MOT	FUEL FOR VEHICLES
197	DAVISON DRUGS	\$ 4.43	01	BPS	SUPPLIES
208	SHERAYA HARMON	\$ 335.04	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
207	JIM IMHOFF	\$ 202.55	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
219	JEFF SAVAGE PLUMBING	\$ 680.00	01	MOT	PLUMBING REPAIRS
203	JODY JOHNSTON	\$ 79.15	01	EMS	REIMBURSE FOR SUPPLIES PURCHASED
214	LILA LEMENAGER	\$ 63.90	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
204	PEERLESS ENTERTAINMENT	\$ 606.00	01	BPS	END OF YEAR MAY 2015 INVOICES MOVIES
212	PLATT	\$ 694.42	01	MOT	MAINTENANCE SUPPLIES
206	CRISTINA RODRIGUEZ-DULLY	\$ 49.98	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
217	SCHOOL LOOP	\$ 4,757.35	01	ALL	ANNUAL WEBHOSTING/GRADEBOOK LICENSE
199	SORENSEN PEST CONTROL	\$ 1,276.00	01	MOT	PEST CONTROL SERVICE
202	SPORTSMEN'S DEN	\$ 496.65	01	SPORTS	SUPPLIES
220	SPURR	\$ 1,130.32	01	ALL	NATURAL GAS BILLING
205	RYAN TIETZ	\$ 176.59	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
218	SOCORRO VARGAS	\$ 117.26	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
201	YUBA SAFE & LOCK	\$ 47.84	01	MOT	LOCKS/KEYS
TOTAL ALL FUNDS		\$ 25,108.79			

1.11.

US BANK CALCARD VISA

Sheryl Parker

14-Sep	QUILL CORPORATION	\$5,171.10	BPS SUPPLIES/FURNITURE
14-Sep	ACTIVE NETWORK	\$795.00	CHS ANNUAL SOFTWARE LICENSE
11-Sep	SCHOOL SERVICES OF CALIFO	\$355.00	DO WORKSHOP REGISTRATION
7-Sep	ALL METALS SUPPLY	\$466.60	CHS WELDING SHOP SUPPLIES
9-Sep	IN *CLIMATE CONTROL, INC.	\$4,358.45	MOT HVAC REPAIR
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3-Sep	IN *ODYSSEY TEAMS INC.	\$2,925.00	ESA ROPES COURSE FEE
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31-Aug	USPS.COM CLICK66100611	\$18.11	DO POSTAGE
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3-Sep	J W PEPPER AND SON INC	\$72.02	MUSIC SUPPLIES
2-Sep	DAVISON DRUG 00150169	\$123.09	MUSIC SUPPLIES
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Jeremy Miller

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9-Sep	AMAZON MKTPLACE PMTS	\$18.76	TECH SUPPLIES
28-Aug	AMAZON MKTPLACE PMTS	\$12.99	TECH SUPPLIES
25-Aug	AMAZON MKTPLACE PMTS	\$21.39	TECH SUPPLIES
27-Aug	CDW GOVERNMENT	\$2,150.00	CART FOR TABLETS

Rosemary Hicks

11-Sep	LAKESHORE LEARNING MATER	\$407.43	BPS SUPPLIES/FURNITURE
10-Sep	DECKER EQUIPMENT	\$6,717.78	BPS SUPPLIES/FURNITURE
7-Sep	MHE*MCGRRAW-HILL ECOMM	\$1,837.30	BPS TEXTBOOKS
7-Sep	MHE*MCGRRAW-HILL ECOMM	\$3,054.23	BPS TEXTBOOKS
31-Aug	DONUT WHEEL	\$27.20	BPS SUPPLIES
26-Aug	THE MATH LEARNING CENTER	\$88.13	BPS SUPPLIES

Zeba Hone

10-Sep	SAV-MOR FOODS#31	\$13.41	DO SUPPLIES
1-Sep	ROSETTA STONE	\$183.15	HMS SUBSCRIPTION FEE
27-Aug	USPS 05172809334414268	\$7.68	DO POSTAGE

Clair Toth

8-Sep	WALGREENS #7433	\$21.16	BPS SUPPLIES
7-Sep	STAPLES 00102863	\$29.01	BPS SUPPLIES
28-Aug	SAV-MOR FOODS#31	\$31.72	BPS SUPPLIES

Nick Schantz

7-Sep	AMAZON.COM	\$225.16	MOT MAINTENANCE SUPPLIES
7-Sep	SAFETYSIGN.COM	\$193.48	MOT MAINTENANCE SUPPLIES
4-Sep	DAZADI, INC.	\$444.59	MOT MAINTENANCE SUPPLIES
4-Sep	LOWES #01933*	\$331.07	MOT MAINTENANCE SUPPLIES

Jody Johnston

9-Sep	SSI*SCHOOL SPECIALTY	\$49.45	EMS SUPPLIES
7-Sep	QUILL CORPORATION	\$174.71	EMS SUPPLIES
7-Sep	QUILL CORPORATION	\$172.19	EMS SUPPLIES
4-Sep	GOPHER SPORT	\$1,677.14	EMS PE SUPPLIES
3-Sep	VIRCO INC.	\$2,159.31	EMS FURNITURE
31-Aug	FOLLETT SCHOOL SOLUTIONS	\$453.49	EMS TEXTBOOKS
28-Aug	SSI*SCHOOL SPECIALTY	\$48.95	EMS SUPPLIES
27-Aug	SSI*SCHOOL SPECIALTY	\$121.07	EMS SUPPLIES

Darren Brown

10-Sep	OREGON SHAKESPEARE FESTIV	\$373.00	CHS ASHLAND TRIP RESERVATIONS
10-Sep	WACKY BUTTONS	\$87.65	CHS ASB SUPPLIES
9-Sep	JARIR BOOK STORE	\$66.03	CHS TEXTBOOKS
8-Sep	SP * TEXAS MARKER	\$488.00	CHS ASB SUPPLIES
7-Sep	AMAZON MKTPLACE PMTS	\$12.66	CHS SUPPLIES
7-Sep	AMAZON MKTPLACE PMTS	\$24.20	CHS SUPPLIES
7-Sep	TCT*ANDERSON'S	\$187.90	CHS ASB HOMECOMING SUPPLIES
7-Sep	JARIR BOOK STORE	\$27.18	CHS TEXTBOOKS
7-Sep	QUILL CORPORATION	\$82.69	CHS SUPPLIES
4-Sep	LMP*DAVERAMSEY LAMPOGR	\$274.89	CHS BOOKS
4-Sep	AMAZON.COM	\$2,161.90	CHS YEARBOOK SUPPLIES
4-Sep	STU*STUMPS	\$121.90	CHS ASB SUPPLIES
4-Sep	TCT*ANDERSON'S	\$37.89	CHS ASB SUPPLIES
4-Sep	JAMBA JUICE	\$300.00	CHS FOR BACK TO SCHOOL NIGHT
4-Sep	DEMCO INC	\$54.65	CHS LIBRARY SUPPLIES
3-Sep	CUSTOMINK LLC	\$1,038.00	CHS SHIRTS
3-Sep	SPORTSMENS DEN	\$292.98	CHS SPORTS SUPPLIES
3-Sep	REALVOLLEYBALL.COM	\$89.41	CHS SPORTS SUPPLIES
28-Aug	REALVOLLEYBALL.COM	\$747.34	CHS SPORTS SUPPLIES
2-Sep	MAGNATAGVISIBLESYSTEMS	\$991.97	CHS ASB SUPPLIES
2-Sep	DBC*BLICK ART MATERIAL	\$1,317.62	CHS ART SUPPLIES
2-Sep	OMNI CHEER	\$52.10	CHS CHEER SUPPLIES
25-Aug	OMNI CHEER	\$174.64	CHS CHEER SUPPLIES
26-Aug	OMNI CHEER	\$150.29	CHS CHEER SUPPLIES
28-Aug	OMNI CHEER	\$60.10	CHS CHEER SUPPLIES
2-Sep	MPMSCHOOLSUPPLIES.COM	\$94.30	CHS ASB SUPPLIES
31-Aug	WALMART.COM 8009666546	(\$21.44)	CHS RETURN
28-Aug	COLUMBIA HOTEL	\$119.90	CHS ASHLAND TRIP RESERVATIONS
28-Aug	COLUMBIA HOTEL	\$509.30	CHS ASHLAND TRIP RESERVATIONS
27-Aug	AMAZON MKTPLACE PMTS	\$31.90	CHS SUPPLIES
27-Aug	AMAZON MKTPLACE PMTS	\$102.69	CHS SUPPLIES
28-Aug	AMAZON MKTPLACE PMTS	\$17.87	CHS SUPPLIES
31-Aug	AMAZON MKTPLACE PMTS	\$53.36	CHS SUPPLIES
26-Aug	AMAZON MKTPLACE PMTS	\$84.95	CHS SUPPLIES
26-Aug	CARNEGIE LEARNING INC	\$629.10	CHS SUPPLIES
26-Aug	QUILL CORPORATION	\$237.02	CHS SUPPLIES
26-Aug	QUILL CORPORATION	\$127.67	CHS SUPPLIES
26-Aug	QUILL CORPORATION	\$92.85	CHS SUPPLIES
27-Aug	QUILL CORPORATION	\$166.22	CHS SUPPLIES

\$61,661.47

COLUSA UNIFIED SCHOOL DISTRICT		WARRANTS TO BE RELEASED SEPTEMBER 18, 2015			BATCH 11
REF #	VENDOR	AMOUNT	FUND	LOC	DESCRIPTION
248	CHRISTINA BAILEY	\$ 10.73	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
250	BEELER TRACTOR	\$ 2,669.40	01	MOT	REPAIR OF GATOR
237	CA ASSN FFA	\$ 1,368.50	01	CHS	AG WORKSHOP REGISTRATION/PACKETS
236	CA DEPT OF JUSTICE	\$ 98.00	01	DO	FINGERPRINT FEES
239	CASCADE ATHLETIC SUPPLY	\$ 236.13	01	SPORTS	SUPPLIES
252	CHICO POWER EQUIPMENT	\$ 479.95	01	MOT	MAINTENANCE SUPPLIES
225	CUSD CAFETERIA FUND	\$ 170.00	01	CHS	ESA TRIP MEALS
RC15	CUSD EMER FD-JIM PINGREY	\$ 53.75	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
RC15	CUSD EMER FD-CA FBLA	\$ 180.00	01	CHS	FBLA REGISTRATION
RC15	CUSD EMER FD- ENTERPRISE HIGH SCHOOL	\$ 200.00	13	CAFET	MEMBERSHIP DUES FOR PURCHASING CO-OP
RC15	CUSD EMER FD-COLUSA USD CAFETERIA FD	\$ 72.00	01	CHS	ESA LUNCH
RC15	CUSD EMER FD- VACAVILLE HIGH	\$ 160.00	01	SPORTS	CROSS COUNTRY ENTRY FEE
RC15	CUSD EMER FD- LILA LEMENAGER	\$ 150.00	01	BPS	PETTY CASH FOR BOOK FAIR
RC15	CUSD EMER FD-MELVA VALENCIA	\$ 18.50	01	BPS	REFUND BOOK FINE
RC15	CUSD EMER FD- LAS PLUMAS HIGH	\$ 154.00	01	SPORTS	CROSS COUNTRY ENTRY FEE
RC15	CUSD EMER FD-MARYSVILLE HIGH	\$ 250.00	95	CHS	ASB VOLLEYBALL ENTRY FEE
249	CONTINENTAL ATHLETIC SUPPLY	\$ 199.95	01	SPORTS	SUPPLIES
224	CRYSTAL DAIRY	\$ 1,620.78	13	CAFET	FOOD
227	DANIELSEN COMPANY	\$ 9,399.96	13	CAFET	FOOD
233	DATA WORKS	\$ 1,538.81	01	HMS	WORKBOOKS
232	DAVIES CHEVRON	\$ 3.00	01	MOT	CAR WASH
225	FRANZ FAMILY BAKERIES	\$ 327.02	13	CAFET	FOOD
256	FRONTIER	\$ 6,427.63	01	ALL	PHONE/COMMUNICATION MONTHLY BILLING
221	GAGER DISTRIBUTING	\$ 310.98	13	CAFET	SUPPLIES
228	GENERAL PRODUCE	\$ 1,735.55	13	CAFET	FOOD
223	GOLD STAR FOODS	\$ 5,809.51	13	CAFET	FOOD
242	HAWKINS FENCE	\$ 995.00	01	MOT	REPAIR FENCE
257	HIGHWAY 20 SIGNWORKS	\$ 86.00	95	CHS	SIGNS FOR ASB
231	ILLUMINATE EDUCATION	\$ 1,500.00	01	DO	TRAINING FEE FOR TEACHER INSERVICE
258	JOHSON PRINTING	\$ 582.53	01	BPS	PRINT FORMS
247	JENNY LAY	\$ 291.13	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
245	COURTNEY LEMENAGER	\$ 224.84	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
244	MATH LEARNING CENTER	\$ 52,054.00	01	EMS/BPS	MATH ADOPTION
254	MERIDIAN DIESEL	\$ 250.42	01	MOT	BUS REPAIR
235	MITEL LEASING	\$ 1,430.32	01	ALL	PHONE SYSTEM LEASE
246	KAREN NOBLES	\$ 292.44	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
222	O'CONNELL RANCH	\$ 647.00	13	CAFET	FOOD
230	PEARSON	\$ 1,845.29	01	EMS	TEXTBOOKS
259	DEBBIE REID	\$ 101.20	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
238	GAY SEAVER	\$ 55.60	01	CHS	REIMBURSE MILEAGE
241	MELISSA SMITH	\$ 69.28	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
226	SYSCO	\$ 4,272.25	13	CAFET	FOOD
234	THREE B'S TOILET RENTAL	\$ 161.25	01	MOT	PORTABLE TOILET RENTAL
243	US BANK EQUIPMENT FINANCE	\$ 2,101.63	01	ALL	COPIER LEASE PAYMENTS
RC14	US BANK CALCARD VISA	\$ 61,661.47	01	ALL	SEE ATTACHED
251	VALLEY TRUCK & TRACTOR	\$ 179.46	01	MOT	MOWER REPAIR SUPPLIES
253	VOLTAGE SPECIALISTS	\$ 300.00	01	MOT	ELECTRIC REPAIR
TOTAL ALL FUNDS		\$ 162,745.26			

US BANK CALCARD VISA

Sheryl Parker

14-Sep	QUILL CORPORATION	\$5,171.10	BPS SUPPLIES/FURNITURE
14-Sep	ACTIVE NETWORK	\$795.00	CHS ANNUAL SOFTWARE LICENSE
11-Sep	SCHOOL SERVICES OF CALIFO	\$355.00	DO WORKSHOP REGISTRATION
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27-Aug	J W PEPPER AND SON INC	\$136.98	MUSIC SUPPLIES
26-Aug	IN *CONSONUS MUSIC INSTIT	\$39.00	MUSIC SUPPLIES

Jeremy Miller

10-Sep	AMAZON MKTPLACE PMTS	\$150.84	TECH SUPPLIES
10-Sep	AMAZON MKTPLACE PMTS	\$166.73	TECH SUPPLIES
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9-Sep	AMAZON MKTPLACE PMTS	\$18.76	TECH SUPPLIES
28-Aug	AMAZON MKTPLACE PMTS	\$12.99	TECH SUPPLIES
25-Aug	AMAZON MKTPLACE PMTS	\$21.39	TECH SUPPLIES
27-Aug	CDW GOVERNMENT	\$2,150.00	CART FOR TABLETS

Rosemary Hicks

11-Sep	LAKESHORE LEARNING MATER	\$407.43	BPS SUPPLIES/FURNITURE
10-Sep	DECKER EQUIPMENT	\$6,717.78	BPS SUPPLIES/FURNITURE
7-Sep	MHE*MCGRRAW-HILL ECOMM	\$1,837.30	BPS TEXTBOOKS
7-Sep	MHE*MCGRRAW-HILL ECOMM	\$3,054.23	BPS TEXTBOOKS
31-Aug	DONUT WHEEL	\$27.20	BPS SUPPLIES
26-Aug	THE MATH LEARNING CENTER	\$88.13	BPS SUPPLIES

Zeba Hone

10-Sep	SAV-MOR FOODS#31	\$13.41	DO SUPPLIES
1-Sep	ROSETTA STONE	\$183.15	HMS SUBSCRIPTION FEE
27-Aug	USPS 05172809334414268	\$7.68	DO POSTAGE

Clair Toth

8-Sep	WALGREENS #7433	\$21.16	BPS SUPPLIES
7-Sep	STAPLES 00102863	\$29.01	BPS SUPPLIES
28-Aug	SAV-MOR FOODS#31	\$31.72	BPS SUPPLIES

Nick Schantz

7-Sep	AMAZON.COM	\$225.16	MOT MAINTENANCE SUPPLIES
7-Sep	SAFETYSIGN.COM	\$193.48	MOT MAINTENANCE SUPPLIES
4-Sep	DAZADI, INC.	\$444.59	MOT MAINTENANCE SUPPLIES
4-Sep	LOWES #01933*	\$331.07	MOT MAINTENANCE SUPPLIES

Jody Johnston

9-Sep	SSI*SCHOOL SPECIALTY	\$49.45	EMS SUPPLIES
7-Sep	QUILL CORPORATION	\$174.71	EMS SUPPLIES
7-Sep	QUILL CORPORATION	\$172.19	EMS SUPPLIES
4-Sep	GOPHER SPORT	\$1,677.14	EMS PE SUPPLIES
3-Sep	VIRCO INC.	\$2,159.31	EMS FURNITURE
31-Aug	FOLLETT SCHOOL SOLUTIONS	\$453.49	EMS TEXTBOOKS
28-Aug	SSI*SCHOOL SPECIALTY	\$48.95	EMS SUPPLIES
27-Aug	SSI*SCHOOL SPECIALTY	\$121.07	EMS SUPPLIES

Darren Brown

10-Sep	OREGON SHAKESPEARE FESTIV	\$373.00	CHS ASHLAND TRIP RESERVATIONS
10-Sep	WACKY BUTTONS	\$87.65	CHS ASB SUPPLIES
9-Sep	JARIR BOOK STORE	\$66.03	CHS TEXTBOOKS
8-Sep	SP * TEXAS MARKER	\$488.00	CHS ASB SUPPLIES
7-Sep	AMAZON MKTPLACE PMTS	\$12.66	CHS SUPPLIES
7-Sep	AMAZON MKTPLACE PMTS	\$24.20	CHS SUPPLIES
7-Sep	TCT*ANDERSON'S	\$187.90	CHS ASB HOMECOMING SUPPLIES
7-Sep	JARIR BOOK STORE	\$27.18	CHS TEXTBOOKS
7-Sep	QUILL CORPORATION	\$82.69	CHS SUPPLIES
4-Sep	LMP*DAVERAMSEY LAMPOGR	\$274.89	CHS BOOKS
4-Sep	AMAZON.COM	\$2,161.90	CHS YEARBOOK SUPPLIES
4-Sep	STU*STUMPS	\$121.90	CHS ASB SUPPLIES
4-Sep	TCT*ANDERSON'S	\$37.89	CHS ASB SUPPLIES
4-Sep	JAMBA JUICE	\$300.00	CHS FOR BACK TO SCHOOL NIGHT
4-Sep	DEMCO INC	\$54.65	CHS LIBRARY SUPPLIES
3-Sep	CUSTOMINK LLC	\$1,038.00	CHS SHIRTS
3-Sep	SPORTSMENS DEN	\$292.98	CHS SPORTS SUPPLIES
3-Sep	REALVOLLEYBALL.COM	\$89.41	CHS SPORTS SUPPLIES
28-Aug	REALVOLLEYBALL.COM	\$747.34	CHS SPORTS SUPPLIES
2-Sep	MAGNATAGVISIBLESYSTEMS	\$991.97	CHS ASB SUPPLIES
2-Sep	DBC*BLICK ART MATERIAL	\$1,317.62	CHS ART SUPPLIES
2-Sep	OMNI CHEER	\$52.10	CHS CHEER SUPPLIES
25-Aug	OMNI CHEER	\$174.64	CHS CHEER SUPPLIES
26-Aug	OMNI CHEER	\$150.29	CHS CHEER SUPPLIES
28-Aug	OMNI CHEER	\$60.10	CHS CHEER SUPPLIES
2-Sep	MPMSCHOOLSUPPLIES.COM	\$94.30	CHS ASB SUPPLIES
31-Aug	WALMART.COM 8009666546	(\$21.44)	CHS RETURN
28-Aug	COLUMBIA HOTEL	\$119.90	CHS ASHLAND TRIP RESERVATIONS
28-Aug	COLUMBIA HOTEL	\$509.30	CHS ASHLAND TRIP RESERVATIONS
27-Aug	AMAZON MKTPLACE PMTS	\$31.90	CHS SUPPLIES
27-Aug	AMAZON MKTPLACE PMTS	\$102.69	CHS SUPPLIES
28-Aug	AMAZON MKTPLACE PMTS	\$17.87	CHS SUPPLIES
31-Aug	AMAZON MKTPLACE PMTS	\$53.36	CHS SUPPLIES
26-Aug	AMAZON MKTPLACE PMTS	\$84.95	CHS SUPPLIES
26-Aug	CARNEGIE LEARNING INC	\$629.10	CHS SUPPLIES
26-Aug	QUILL CORPORATION	\$237.02	CHS SUPPLIES
26-Aug	QUILL CORPORATION	\$127.67	CHS SUPPLIES
26-Aug	QUILL CORPORATION	\$92.85	CHS SUPPLIES
27-Aug	QUILL CORPORATION	\$166.22	CHS SUPPLIES

\$61,661.47

COLUSA UNIFIED SCHOOL DISTRICT		WARRANTS TO BE RELEASED SEPTEMBER 25, 2015			BATCH 12
REF #	VENDOR	AMOUNT	FUND	LOC	DESCRIPTION
285	CHRISTINA BAILEY	\$ 8.75	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
277	BEACON SERVICES	\$ 3,000.00	01	CHS	ESA LEADERSHIP TRAINING
279	CVT	\$ 107,951.23	01	ALL	OCTOBER HEALTH INSURANCE PREMIUMS
265	CHALLENGE DAY	\$ 2,250.00	01	CHS	CHALLENGE DAY FEE
RC16	CUSD EMER FUND- US BANK CALCARD VISA	\$ 7,798.11	01	ALL	SEE ATTACHED
261	CUSD GENERAL FUND	\$ 55,464.81	13	CAFET	DIRECT SUPPORT (UTILITIES/CUSTODIAL) TO CAFÉ
266	CPM	\$ 27,391.00	21	BOND	CONSULTING FEES
282	CJSF/CSF	\$ 75.00	95	CHS	DUES
280	EDUCATIONAL DATA SYSTEMS	\$ 467.64	01	DO	CELDT TEST PRE ID
283	GENERATIONS	\$ 306.24	01	CHS	SHIRTS
284	PAM HUTCHINSON	\$ 1,700.00	01	BPS	CONSULTING FEES FOR BPS
281	DEANNA JARRETT	\$ 54.46	01	EMS	REIMBURSE FOR SUPPLIES PURCHASED
274	JEFF SAVAGE PLUMBING	\$ 94.03	01	MOT	PLUMBING REPAIR
269	JOYUS PRODUCTIONS	\$ 1,202.50	01	BPS	STAFF DEVELOPMENT MATERIALS
278	LARA KELLEHER	\$ 53.64	01	EMS	REIMBURSE FOR SUPPLIES PURCHASED
272	NATURE BRIDGE	\$ 4,100.00	01	CHS	ESA DEPOSIT ON YOSEMITE TRIP
271	KIM OLSON	\$ 88.75	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
263	PEERLESS ENTERTAINMENT	\$ 398.50	13	CHS	BOWLING ACTIVITY
264	RIVERBANK PIZZA	\$ 218.99	01	CHS	FOOD FOR CONCESSION
275	SANDERS HEAVY TOWING	\$ 468.00	01	MOT	TOW BUS
267	SCHOLASTIC	\$ 359.00	01	EMS	BOOK FAIR
262	SPORTSMENS DEN	\$ 137.18	01	CHS	SUPPLIES
268	US FOOD SERVICE	\$ 736.31	95	CHS	CONCESSION SUPPLIES
276	YUBA CITY USD	\$ 997.35	01	MOT	EMERGENCY BUS SERVICE
TOTAL ALL FUNDS		\$ 215,321.49			

COLUSA USD EMER FUND - US BANK CALCARD VISA - CK5089

Sheryl Parker

RC16

18-Sep	FLORA FRESH	\$63.05	CHS FLORA DESIGN SUPPLIES
15-Sep	ALL METALS SUPPLY	\$530.70	CHS AG SHOP SUPPLIES

Mike Phenicie

21-Sep	J W PEPPER AND SON INC	\$246.57	CHS MUSIC SUPPLIES
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Leasa Hill

21-Sep	AMAZON MKTPLACE PMTS	\$74.97	CAFETERIA SUPPLIES
21-Sep	WAL-MART #2053	\$77.42	CAFETERIA SUPPLIES
18-Sep	WAL-MART #1903	\$91.96	CAFETERIA SUPPLIES
18-Sep	C&C SMART FOOD51705721	\$448.48	CAFETERIA FOOD

Jeremy Miller

21-Sep	RITE AID STORE 6088	\$38.69	TECH SUPPLIES
16-Sep	CDW GOVERNMENT	\$134.38	TECH SUPPLIES
16-Sep	CDW GOVERNMENT	\$29.03	TECH SUPPLIES
16-Sep	NEW HORIZON COMPUTER LEA	\$2,975.00	TECH TRAINING

ROSEMARY HICKS

16-Sep	RITE AID STORE 6088	\$15.83	BPS SUPPLIES
16-Sep	THE MATH LEARNING CENTER	\$63.45	BPS SUPPLIES

Zeba Hone

18-Sep	USPS 05172809334414268	\$20.28	DO POSTAGE
17-Sep	USPS 05172809334414268	\$6.70	DO POSTAGE

Clair Toth

21-Sep	AMAZON.COM	\$645.00	BPS STAFF DEVELOPMENT SUPPLIES
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Darren Brown

21-Sep	CSC*WHOLESALECOSTUME	\$63.99	CHS ASB SUPPLIES
21-Sep	UNITED STATES AWARDS INC	\$436.13	CHS ASB SUPPLIES
21-Sep	COCA-COLA REFRESHMENTS	\$201.00	CHS STAFF DRINK MACHINE
18-Sep	AMAZON MKTPLACE PMTS	\$129.97	CHS ASB SUPPLIES
18-Sep	TCT*ANDERSON'S	\$185.92	CHS ASB SUPPLIES
14-Sep	VISTAPR*VISTAPRINT.COM	\$85.98	CHS ASB SUPPLIES
14-Sep	SPORTDECALS	\$681.48	CHS SHIRTS
14-Sep	ORIENTAL TRADING CO	\$41.95	CHS ASB SUPPLIES
11-Sep	PLAYSCRIPTS INC	\$128.49	CHS BOOKS
7-Sep	CALCULATORS AND ACCESS	\$381.69	CHS SUPPLIES

\$7,798.11

COLUSA UNIFIED SCHOOL DISTRICT		WARRANTS TO BE RELEASED OCTOBER 2, 2015			BATCH 13
REF #	VENDOR	AMOUNT	FUND	LOC	DESCRIPTION
317	A-Z BUS SALES	\$ 112.37	01	MOT	BUS REPAIR SUPPLIES
320	JENNIFER ALANIZ	\$ 40.58	01	EMS	REIMBURSE FOR SUPPLIES PURCHASED
304	ALHAMBRA	\$ 300.53	01	DO/MOT/BPS	WATER
297	STEPHANIE ARCHIBALD	\$ 211.60	01	EMS	REIMBURSE FOR WORKSHOP TRAVEL
298	CASCADE ATHLETIC	\$ 226.43	01	SPORTS	SUPPLIES
315	CUSD CAFETERIA FUND	\$ 119.58	01	DO/EMS	FOOD FOR MEETINGS
RC17	CUSD EMERGENCY FUND-US BANK CALCARD VISA	\$ 2,321.52	01	ALL	SEE ATTACHED
289	CJSF	\$ 25.00	01	EMS	DUES
RC18	CUSD EMER FD-KIMBERLY STOCKS	\$ 133.16	95	CHS	REIMBURSE FOR SUPPLIES PURCHASED
RC18	CUSD EMER FD-HAILEY TRAYHNAME	\$ 25.80	95	CHS	REIMBURSE FOR SUPPLIES PURCHASED
RC18	CUSD EMER FD-NATALIE CHAVEZ	\$ 10.00	01	DO	FINGERPRINT FEE
RC18	CUSD EMER FD-DONAVAN TURNER	\$ 45.00	01	CHS	REFUND PE CLOTHES
RC18	CUSD EMER FD-GRACIE BOEGER	\$ 14.90	95	CHS	REIMBURSE FOR SUPPLIES PURCHASED
RC18	CUSD EMER FD-GRACIE BOEGER	\$ 17.54	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
RC18	CUSD EMER FD-CAFETERIA FUND	\$ 101.00	01	CHS	ESA TRIP FOOD
RC18	CUSD EMER FD-BRYAN STICE	\$ 56.00	01	EMS	REFUND FEE
RC18	CUSD EMER FD-YCHS TRACK	\$ 90.00	01	SPORTS	XCOUNTRY ENTRY FEE
RC18	CUSD EMER FD-CHS PETTY CASH L. MEYERS	\$ 337.16	01	CHS	POSTAGE AND SUPPLIES
RC18	CUSD EMER FD-JOHN ASCENSION	\$ 875.86	95	CHS	REIMBURSE FOR SUPPLIES PURCHASED
RC18	CUSD EMER FD-KIMBERLY STOCKS	\$ 115.52	95	CHS	REIMBURSE FOR SUPPLIES PURCHASED
RC18	CUSD EMER FD-GUMER SALAZAR	\$ 123.52	95	CHS	REIMBURSE FOR SUPPLIES PURCHASED
RC18	CUSD EMER FD-GEOFFREY PAGE	\$ 135.00	95	EMS	DANCE DJ
309	GENERATIONS	\$ 305.13	01	CHS	TSHIRTS
314	LEASA HILL	\$ 250.02	13	CAFET	REIMBURSE SUPPLIES AND MILEAGE
305	INTERQUEST DETECTION CANINES	\$ 700.00	01	EMS/CHS	DRUG DOGS
319	KELLEHER PAINT	\$ 3,719.76	01	MOT	MAINTENANCE SUPPLIES
299	LOUDON'S CRAFTS	\$ 375.00	95	CHS	SHIRTS
288	JOE MUZZALUPO	\$ 550.00	95	CHS	DJ FOR DANCE
295	ONE STONE APPAREL	\$ 654.39	01	CHS	PE CLOTHES
301	PLATT	\$ 1,099.60	01	MOT	MAINTENANCE SUPPLIES
290	BARBARA REECE	\$ 56.00	01	EMS	REIMBURSE FOR SUPPLIES PURCHASED
307	BECKA ROBERTSON	\$ 320.50	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
313	SAMS CLUB	\$ 1,146.99	95	CHS	CONCESSION SUPPLIES
296	ROBERT SCOTT	\$ 271.74	01	EMS	REIMBURSE FOR WORKSHOP TRAVEL
300	SELOVER'S	\$ 75.00	01	MOT	TOW
293	SPORTSMEN DEN	\$ 68.80	01	SPORTS	SUPPLIES
312	STANDARD INSURANCE	\$ 1,752.21	01	DO	INCOME PROTECTION PREMIUMS
316	STURDISTEEL	\$ 90.00	01	MOT	MAINTENANCE SUPPLIES
311	SUPERIOR TIRE	\$ 998.91	01	MOT	TIRES/MAINT ON TRUCK
303	SUTTER HIGH	\$ 325.00	01	SPORTS	ENTRY FEES 2 EVENTS X COUNTRY/BASEBALL
287	HEATHER THOMAS	\$ 148.35	01	CHS	REIMBURSE MILEAGE
291	US FOOD SERVICE	\$ 695.90	95	CHS	CONCESSION SUPPLIES
302	JOE WILLIAMSON	\$ 50.61	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
TOTAL ALL FUNDS		\$ 19,092.28			

COLUSA USD EMER FUND - US BANK CALCARD VISA - CK5089

ROSEMARY HICKS

21-Sep	RPSI ENTERPRISES INC	\$453.08	BPS RISO REPAIR/SUPPLIES
11-Sep	USPS 05172809334414268	\$12.65	BPS POSTAGE

Clair Toth

22-Sep	ROUND TABLE PIZZA - COLU	\$19.44	BPS SUPPLIES
21-Sep	STAPLES 00102863	\$42.85	BPS SUPPLIES

Zeba Hone

22-Sep	USPS 05172809334414268	\$6.25	DO POSTAGE
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JODY JOHNSTON

11-Sep	CADA	\$70.00	EMS ASB WORKSHOP
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Darren Brown

22-Sep	SPORTDECALS	\$431.33	CHS SHIRTS
21-Sep	SAV-MOR FOODS#31	\$87.60	CHS SUPPLIES
18-Sep	QUILL CORPORATION	\$751.70	CHS SUPPLIES
17-Sep	AMAZON MKTPLACE PMTS	\$19.00	CHS SUPPLIES
14-Sep	SPORTDECALS	\$335.64	CHS SHIRTS
11-Sep	SAV-MOR FOODS#31	\$91.98	CHS SUPPLIES

\$2,321.52

COLUSA UNIFIED SCHOOL DISTRICT		WARRANTS TO BE RELEASED OCTOBER 9, 2015			BATCH 14
REF #	VENDOR	AMOUNT	FUND	LOC	DESCRIPTION
328	AMERICAN FIDELITY ASSURANCE	\$ 303.64	01	DO	DISABILITY POLICY PREMIUMS
346	ARCHITECTURAL NEXUS	\$ 70,898.08	21	BOND	ARCHITECT FEES ON BOND PROJECTS
323	CHRISTINA BAILEY	\$ 21.82	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
351	SUE BARRETT	\$ 1,210.98	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
321	BAXTER AUTO PARTS	\$ 118.13	01	MOT	VEHICLE REPAIR SUPPLIES
337	JILL BOEGER	\$ 280.29	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
343	CA STATE BOARD OF EQUALIZATION	\$ 2,118.00	01	ALL	SALES TAX FOR QUARTER
341	CITY OF COLUSA	\$ 9,400.60	01	ALL	WATER, SEWER BILLING
332	CCOE	\$ 6,790.00	01	DO	WORKER'S COMP PREMIUMS
332	CCOE	\$ 187,877.00	01	DO	QUARTERLY SELPA PAYMENT
332	CCOE	\$ 25.00	01	DO	WORKSHOP REGISTRATION
332	CCOE	\$ 1,700.00	01	DO	QUARTERLY SELPA TRANSPORTATION PAYMENT
332	CCOE	\$ 9,419.00	01	DO	QUARTERLY CEWAN PAYMENT
356	DAVIES OIL	\$ 1,997.97	01	MOT	FUEL FOR VEHICLES
329	DAVISON DRUGS	\$ 152.59	01	ALL	SUPPLIES
344	DOCUMENT TRACKING SERVICES	\$ 995.00	01	DO	ANNUAL SOFTWARE FEE
360	EDD	\$ 851.79	01	ALL	QUARTERLY UNEMPLOYMENT
327	FRONTIER	\$ 2,360.93	01	ALL	INSTALL OF NEW DATA LINE SERVICE
325	GENERATIONS	\$ 927.41	95	CHS	SHIRTS
330	GOLDEN BEAR ALARMS	\$ 157.50	01	ALL	ALARM MONITORING
339	GRANZELLA'S	\$ 523.00	01	CHS	GROCERIES FOR ESA TRIP
347	GRIFF'S FEED AND SEED	\$ 232.11	01	MOT	GROUNDS SUPPLIES
340	GROCERY OUTLET	\$ 171.94	01	CHS	GROCERIES FOR ESA TRIP
355	HAWKINS FENCE	\$ 475.00	01	MOT	FENCE REPAIR
358	HOLT	\$ 197.50	01	MOT	BUS REPAIR
331	PAM HUTCHINSON	\$ 1,700.00	01	EMS	CONSULTING FEE
342	LUCILLE IMHOFF	\$ 146.04	01	HMS	REIMBURSE MILEAGE
334	JAMES MARTA	\$ 8,680.00	01	DO	AUDIT PROGRESS PAYMENT
324	LARA KELLEHER	\$ 146.75	01	EMS	REIMBURSE FOR SUPPLIES PURCHASED
338	BOB KIRKMAN	\$ 21.50	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
352	LILA LEMENAGER	\$ 97.94	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
322	LOS MOLINOS HIGH SCHOOL	\$ 475.00	01	SPORTS	ENTRY FEE
357	MERIDIAN DIESEL	\$ 490.00	01	MOT	BUS SERVICE
348	MITEL LEASING	\$ 1,430.32	01	ALL	MONTHLY PHONE SYSTEM LEASE
350	PG&E	\$ 39,163.53	01	ALL	ELECTRIC BILLING
353	PLATT	\$ 75.57	01	MOT	MAINTENANCE SUPPLIES
354	SELOVER'S	\$ 32.50	01	MOT	VEHICLE REPAIR SUPPLIES
336	SORENSEN	\$ 258.00	01	ALL	PEST CONTROL SERVICE
326	STAFFORD MEAT	\$ 480.00	13	CAFET	FOOD
349	SUTTER COE	\$ 250.00	01	DO	WORKSHOP REGISTRATION
RC19	USBANK CALCARD VISA	\$ 39,412.88	01	ALL	SEE ATTACHED
345	VALLEY TRUCK AND TRACTOR	\$ 1,910.67	01	CHS	MOWER FOR AG DEPT
335	YUBA SAFE & LOCK	\$ 46.39	01	MOT	CUT KEYS
TOTAL ALL FUNDS		\$ 394,022.38			

US BANK CALCARD VISA

Sheryl Parker

30-Sep	NBA*SACRAMENTO KINGS	\$ 300.00	CHS TICKETS FOR BASKETBALL
28-Sep	CASBO	\$ (255.00)	DO WORKSHOP REFUND
25-Sep	VZWRLSS*MY VZ VB P	\$ 1,293.05	CELL PHONES ALL SITES
24-Sep	USPS.COM CLICK66100611	\$ 18.11	DO POSTAGE

Mike Phenicie

29-Sep	J W PEPPER AND SON INC	\$ 524.27	MUSIC SUPPLIES
29-Sep	CASCIO *INTERSTATEMUSC	\$ 3,322.16	MUSIC SUPPLIES

Leasa Hill

23-Sep	C&C SMART FOOD51705655	\$ 12.55	CAFETERIA FOOD
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Jeremy Miller

30-Sep	CDW GOVERNMENT	\$ 750.00	TECH SUPPLIES
30-Sep	CDW GOVERNMENT	\$ 1,800.63	PROJECTORS FOR EMS
29-Sep	CDW GOVERNMENT	\$ 7,420.21	CHROME BOOKS FOR CHS
28-Sep	CDW GOVERNMENT	\$ 1,451.26	HEADPHONES FOR BPS
28-Sep	CDW GOVERNMENT	\$ 950.30	PROJECTORS FOR EMS
28-Sep	CDW GOVERNMENT	\$ 950.30	PROJECTOR FOR CHS
25-Sep	CDW GOVERNMENT	\$ 312.90	TECH SUPPLIES
24-Sep	CDW GOVERNMENT	\$ 796.59	TECH SUPPLIES
23-Sep	FREDPRYOR CAREERTRACK	\$ 49.00	TECH WORKSHOP
23-Sep	SP *TECHNOLOGY IN EDUCATI	\$ 5,101.95	DOCUMENT CAMERAS FOR CHS

Rosemary Hicks

28-Sep	SCHOLASTIC BOOK FAIRS	\$ 2,434.90	BPS BOOK FAIR PROCEEDS
23-Sep	AMAZON.COM	\$ 240.76	BPS SUPPLIES
23-Sep	SAV-MOR FOODS#31	\$ 32.56	BPS SUPPLIES
23-Sep	DECKER EQUIPMENT	\$ 36.95	BPS SUPPLIES
23-Sep	SWEET BEANS BAKERY	\$ 15.59	BPS SUPPLIES
23-Sep	USPS 05172809334414268	\$ 245.00	BPS POSTAGE

Clair Toth

24-Sep	SCHOLASTIC BOOK FAIRS	\$ 145.92	BPS BOOKS FOR CLASSROOMS
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Jody Johnston

23-Sep	AMAZON MKTPLACE PMTS	\$ 89.30	EMS SUPPLIES
23-Sep	AMAZON MKTPLACE PMTS	\$ 135.63	EMS SUPPLIES

Darren Brown

30-Sep	TEACH TCI	\$ 8,949.38	CHS TEXTBOOKS
28-Sep	TEACH TCI	\$ 664.25	CHS TEXTBOOKS
29-Sep	SPORTDECALS	\$ 381.08	CHS SHIRTS
28-Sep	STU*SHINDIGZ DECORATIO	\$ 167.38	CHS ASB SUPPLIES
28-Sep	QUILL CORPORATION	\$ 191.42	CHS SUPPLIES
28-Sep	USPS 05172809334414268	\$ 490.00	CHS POSTAGE
25-Sep	FLORAL SPLY 13	\$ 311.26	CHS FLORAL DESIGN SUPPLIES
25-Sep	AMAZON MKTPLACE PMTS	\$ 48.42	CHS SUPPLIES
25-Sep	AMAZON MKTPLACE PMTS	\$ (53.36)	CHS RETURN
24-Sep	AMAZON MKTPLACE PMTS	\$ 44.08	CHS SUPPLIES
24-Sep	AMAZON MKTPLACE PMTS	\$ 44.08	CHS SUPPLIES

\$ 39,412.88

COLUSA UNIFIED SCHOOL DISTRICT

745 Tenth Street
Colusa, CA 95932

OFFICIAL MINUTES
Board of Trustees Board Meeting

September 8, 2015

CALL TO ORDER

The meeting was called to order at 4:02 p.m. in the District Office Board Room by Board President Lincoln Forry, who established a quorum was present. Attending were Charles Yerxa, Terry Bressler, Kelli Griffith-Garcia and Kathie Whitesell. Also in attendance was Superintendent Dwayne Newman, staff, and community members.

PLEDGE OF ALLEGIANCE

Jeff Isaksen led the Pledge of Allegiance.

RECOGNITIONS AND CELEBRATIONS

Mr. Forry recognized the new teachers and wished them all the best for the 2015-2016 school year. A short reception was held at this time.

INFORMATION / DISCUSSION / POSSIBLE ACTION ITEMS**ACTION ITEM #151644**

Motion was made by Kelli Griffith-Garcia, seconded by Kathie Whitesell to approve of River Vista Farm's request for a Developer Fee Waiver. The motion fails to pass due to a tie vote.

Whitesell – Aye
Yerxa – Abstain
Forry – Nay
Bressler – Nay
Griffith-Garcia – Aye

Vote: (2 Ayes, 2 Nays, 1 Abstain)

HEARING OF THE PUBLIC FOR ITEMS ON THE AGENDA

Lara Kelleher spoke in favor of a Bilingual Aide at Egling Middle School. An increased number of English Learners has created a need for additional support.

HEARING OF THE PUBLIC FOR ITEMS NOT ON THE AGENDA

No information was presented.

STUDENT REPORT

No student representative was present.

PRESIDENT'S REPORT

CRAF – Charles Yerxa encouraged those attending to purchase a Super Booster.
Friends of Music – None.
Friends of Ag – Kathie Whitesell reported that CHS has two student teachers from CSU, Chico in the Ag department.
SELPA – None.
Grounds – Lincoln Forry requested that he be kept informed during the upcoming phases of the Ag barn construction.

SUPERINTENDENT'S REPORT IMPROVING ACHIEVEMENT

- Reminder to Board for School Site Visits – Mr. Newman encouraged the Board to plan and schedule their visits to the sites. Lincoln Forry

Board of Trustees Meeting
September 8, 2015

suggested that the Board have a date set to ensure these visits happen. They will revisit the topic in January.

- Initial SBAC Results – Mr. Newman informed the Board that the SBAC results have not yet been publicly announced. Mr. Newman expects to present that information at the October meeting.
- Bond Projects Update – Mr. Newman stated that bond related items will be coming up in the near future and will require a Special Board Meeting. He believes there will be a second meeting in September for single source resolutions; however, further information will become available as the district progresses with the bond work. In addition, Mr. Newman informed the board that they will soon be presented with the Proposition 39 plan.
- Title III Plan Progress – Mr. Newman informed the Board that the Title III plan is complete and the link has been sent to the state.
- Need for Bilingual Para Educator at EMS – Mr. Newman asked the Board for their direction in adding an additional Bilingual Para Educator position to the budget. The Board stated that they are comfortable with the additional costs and Mr. Newman will move forward with the process.

**SUPERINTENDENT'S REPORT
MANAGEMENT**

**SUPERINTENDENT'S REPORT
BUDGET**

PRINCIPAL'S REPORT

CSEA REPORT

CEA REPORT

**INFORMATION / DISCUSSION /
POSSIBLE ACTION ITEMS
ACTION ITEM #151645**

Enrollment – Mr. Newman reported that our enrollment numbers are up and down which is normal for this time of year.

Jeff Isaksen and Kari Vlahos presented information regarding the Physical Education program at Egling Middle School.

No information presented.

Pam Giuliano stated that CEA is looking forward to the upcoming negotiations.

Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve of Contract Amendment #1 with Architectural Nexus for Egling Middle School

Whitesell – Aye
Yerxa – Aye
Forry – Aye
Bressler – Aye
Griffith-Garcia – Aye

Vote: (Unanimous)

ACTION ITEM #151646

Motion was made by Charles Yerxa, seconded by Kelli Griffith-Garcia to approve the Suspension of Any Policy Requiring CAHSEE for High School Graduation.

Board of Trustees Meeting
September 8, 2015

Whitesell – Aye
Yerxa – Aye
Forry – Aye
Bressler – Aye
Griffith-Garcia – Aye

Vote: (Unanimous)

ACTION ITEM #151647

Motion was made by Kathie Whitesell, seconded by Kelli Griffith-Garcia to approve Warrants: Batch 2015-16 #6-9.

Whitesell – Aye
Yerxa – Aye
Forry – Aye
Bressler – Aye
Griffith-Garcia – Aye

Vote: (Unanimous)

ACTION ITEM #151648

Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve the following consent agenda items:

- a. August 11, 2015 Meeting Minutes
- b. August 25, 2015 Meeting Minutes
- c. Resolution #2015-16.01 – Gann Limit
- d. 2014-15 EPA Report
- e. Personnel Assignment Order #2015-2016 #3
- f. August Payroll
- g. 2015-16 Annual Credentialing Report
- h. 2014-15 Developer Fee Report
- i. 2014-15 Unaudited Actuals
- j. 2015-16 General Fund 01 Budget Revision
- k. Routine Restricted Maintenance Account Certification
- l. Joint CUSD-CEA Sunshine Proposal
- m. Join CUSD-CSEA Sunshine Proposal
- n. Associated Student Body Fund

Whitesell – Aye
Yerxa – Aye
Forry – Aye
Bressler – Aye
Griffith-Garcia – Aye

Vote: (Unanimous)

HEARING OF THE PUBLIC FOR
MATTER ON CLOSED SESSION
AGENDA

None.

Board of Trustees Meeting
September 8, 2015

The Board adjourned to Closed Session at 5:30 PM to consider and/or take action upon any of the following items:

1. Student Matters:

- a. Inter-District Transfers
- b. Out of School Suspensions

2. Personnel Matters:

- a. Public Employment
 - 1. 2015-2016 New Hires
- b. Public Employee Discipline/ Dismissal/Release/Resignations


3. Negotiations

Instructions to District Negotiators *(Executive Session of School Board and its designated representatives for the purpose of discussing its position regarding matters within the scope of representation and instructing its designated representatives).*

The Board reconvened from Closed Session at 5:55 PM. Board President, Lincoln Forry reported out that the Board reviewed the Out of School Suspensions and Inter-District Transfers.

The meeting adjourned at 6:00 PM

Respectfully submitted by Zeba Hone,
Executive Administrative Assistant




APPROVED BY:











AGREEMENT for Challenge Day Program

THIS AGREEMENT is effective 8/25/2015 by and between Colusa Unified School District (the "Client") and CHALLENGE DAY (the "Vendor"), a California 501(c)3 nonprofit corporation located at 2520 Stanwell Drive, Suite 160, Concord CA, 94520. For the purposes of this agreement Client shall mean all employees of Client, and Vendor shall mean all employees and subcontractors of Vendor.

Witnessed, that the Client and the Vendor for the consideration hereinafter named agree as follows:

Article 1: Statement of Services

- A. Commencing on 1/19/2016 Vendor shall supply services, people and materials for the following:
See Attached List of Days, Addendum A
- B. This agreement applies to all services performed by Vendor or on behalf of Vendor under this agreement, whether performed in anticipation of or following the execution of this agreement.

Article 2: Compensation for Services

As full compensation for direct and indirect labor costs, overhead and profits, the Vendor shall be paid at the following rates for delivering the program, services and material ("Services") as contemplated by this agreement. Such rates shall only cover services that are performed by bona fide employees of the Vendor, or its subcontractors unless otherwise approved by Client's Representative.

A. Rates for Services will be as follows:

Client to Pay \$<<cona_CON_Contract~tog::Amount_MaxExpend>> per Program Package, as listed in Addendum A for Statement of Services. <<cona_CON_Contract~tog::Display_ScholarshipNet_AddendumNotice_ctu>>
 Program(s) provided under this agreement are limited to a minimum of one hundred twenty-five (125) and maximum of fifteen hundred (1500) participants per assembly. Any breach of contract pertaining to student numbers will result in an additional charge. Vendor reserves the right to cancel Program(s) without prior notice, according to terms of Cancellation and Termination article, if there are more than the agreed upon maximum of participants.

B. Expenses: Client will pay in advance (or reimburse Vendor) for necessary, reasonable and documented travel expenses actually incurred as follows:

- 1) Lodging: Standard hotel accommodations for two Challenge Day Leaders (Holiday Inn or equivalent). Vendor will arrange for lodging unless other terms are previously negotiated with Client. If Client is to arrange accommodations, hotel information and confirmation numbers are to be provided four (4) weeks prior to Challenge Day event. In the event the leaders must travel the morning following the last program day Vendor will arrange for lodging.
- i. One room per leader.
- ii. When feasible, Client to pay for lodging directly.
- iii. Both Leaders must stay at same hotel.
- 2) Ground Transportation: Ground transportation to Client's site.
- i. Vendor has the option to provide transportation to the Client's location for the leaders. These option will be billed to the Client at \$0.56 cents per mile, round trip or rental car.
- ii. Transportation to be arranged by Vendor.

Article 3: Limit of Expenditure

The maximum expenditure authorized hereunder for any service, excluding reimbursable expenses as indicated shall be \$4500.

Article 4: Invoicing & Payment

Below please find your payment schedule. Adhering to this payment schedule will confirm your requested Challenge Day(s).

- A. Client's requested days will not be confirmed until the 1st installment payment or an authorized Purchase Order for the full invoice amount has been received and credited to your school or organization's account by our administrative offices. All installments are welcomed as early as contracts are completed.
- B. If client's scheduled days are cancelled due to non-payment, client will be required to resubmit their request to host a future Challenge Day. Rescheduling days due to cancellation does not in any way guarantee the cancelled client precedence over other clients waiting for existing or future booking opportunities.
- C. Booking requests made within 90 days of the event date will be confirmed only if scheduling permits and if the contract is accompanied by no less than the 1st installment (or an approved Purchase Order for full invoice amount made payable no later than 30 days after the event.) Payment and Contracts are expected within 5 business days when booking within the 90 day period.
- D. Accounts that have not paid within 30 days of the program date and that have not submitted and received approval for a payment plan are subject to a .05% monthly finance charge. (6% annual finance charge).

Your requested program date is 1/19/2016.

Balance for Program Package: \$4500

Schedule of Installments

<u>Installment</u>	<u>Payment Due Date</u>	<u>Payment Amount</u>	<u>Balance Remaining</u>
1st installment	10/21/2015	\$2250	\$2250
2nd installment	11/20/2015	\$2250	\$0

To expedite clarity on any questions, concerns, or issues that may arise regarding payments; please list the information requested below for any/all parties that may be involved in the payment process.

CUSD District Office
Department
Sheryl Parker
Name
CBO
Title
530.458.7791
Phone/Ext.
sparker@colusa.k12.ca.us
Email

DN

Article 5: Facilities to Be Provided

All work hereunder shall be performed on Client's premises or at sites designated by Client. Client to secure a private room free of columns or other structural obstructions and large enough for all participants (maximum 1500). Ideally an auditorium or your largest Gym with two sides of bleachers and floor seating in chairs. The ceilings must be at least 20' high. Vendor must have the ability to adjust lighting in the room as the lights will be turned off during a portion of the program; we require access to the light switches. There must be numerous, working electrical outlets and simple access to power supplies. The room should be scheduled for two (2) hours before and two (2) hours after the program start and ending times. Private room is defined as one which will be free of interruptions for the duration of the program, where loud sounds such as cheering will not disturb occupants in adjoining rooms, and any windows at or below eye level have been covered. Site must be confirmed three (3) weeks prior to the event(s).

Article 6: Personnel to Be Provided

Client's Representative, hereinafter referred to as the Coordinator, shall be present at each of the program days. The Coordinator shall be Barb Hankins or such person or persons as may be designated by the Client.

Vendor must have phone contact regarding final logistics with Coordinator no later than 28 days prior to first scheduled program day. Vendor reserves the right to cancel if Coordinator or alternate Client Representative cannot be reached, subject to the termination section below.

If Coordinator is not a school counselor, Client must also provide a counselor who will attend the entire program day(s) and coordinate any necessary follow-up support for youth participants.

The Coordinator will:

- A. Use the Challenge Day Coordinator's Handbook, Assembly Handbook, and other program materials, provided by Vendor to Client, as guides for coordinating participation and logistics for the program day(s).
- B. Act as primary contact with the Challenge Day office regarding all logistics for program day(s).
- C. Attend a phone meeting with Challenge Day Client Manager named below five (5) to six (6) weeks prior to first program day. The purpose of this meeting is to review the Challenge Day Coordinator's Handbook and all arrangements and logistics.
- D. Maintain weekly e-mail and/or phone contact with the Challenge Day Client Manager from six (6) weeks prior to first program day to one (1) week after the last program day.
- E. Take responsibility for ensuring that all personnel, facilities, tools and equipment are provided as written in this Agreement and the Challenge Day Coordinator's and Assembly Handbooks.
- F. Be available to speak with Challenge Day staff the day prior to the first program day to review last-minute logistics.
- G. Attend each program day in its entirety and/or assign an alternate coordinator to attend each program day in its entirety. If an alternate coordinator is assigned, the alternate coordinator must agree to assume all coordinator responsibilities regarding event participants, logistics and personnel for that day.

Article 7: Changes

Client may, during the term of this agreement, request additions to the services furnished by the Vendor. Client reserves the right to cancel any scheduled services consistent with the terms of Cancellation and Termination article. Vendor shall not be obligated to make changes without its written acknowledgment of acceptance of such changes.

Article 8: Cancellation And Termination

- A. If Client schedules program days with Vendor and cancels ninety one (91) days or more prior to the scheduled date of program, no fee is due.
- B. If Client schedules program days with the Vendor and cancels sixty one (61) to ninety (90) days prior to the scheduled date of the program then Client will pay Vendor 1st installments for the days cancelled, plus any travel costs or fees incurred by the Vendor on behalf of the Client.
- C. If Client schedules program days with the Vendor and cancels sixty (60) days prior to the scheduled date of the program then Client will pay Vendor all installments for the days cancelled, plus any travel costs or fees incurred by the Vendor on behalf of the Client.
- D. Vendor must have phone contact regarding final logistics with Client's representative no later than 28 days prior to the first scheduled program day. Vendor reserves the right to cancel if Client cannot be reached, subject to Cancellation and Termination clauses B and C.
- E. If program days are canceled due to weather outside of listed items in Force Majeure Article, Client will pay Vendor any travel costs or fees incurred by the Vendor on behalf of the Client for the dates listed in **Addendum A**. If openings exist, program days may be rescheduled to a date or dates within one (1) calendar year from the original date(s). If the event is to be rescheduled Client will pay Vendor additional travel costs incurred for rescheduled event.
- F. Client may terminate this agreement at any time subject to the provisions of cancellation indicated above in clauses A through E.

Article 9: Entire Agreement

The provisions of this agreement supersede all contemporaneous oral agreements and all prior oral and written communications (including the School Coordinator Program Packet) and understanding of the parties with respect to the subject matter of this Agreement. This agreement is the entire agreement between the parties.

Article 10: Force Majeure

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, or other similar causes beyond the control and without the fault or negligence of the delayed or non performing party or its subcontractors.

Article 11: Insurance

Vendor shall maintain in full force and effect, at its cost and expense, liability insurance in the aggregate amount of \$1,000,000.

Article 12: Disputes

Any controversy, dispute or claim arising out of or relating to the interpretation of this Agreement shall be subject to a thirty (30) day negotiation period between the parties in which key business people for the parties will, in good faith, attempt to resolve the matter.

Article 13: Mediation

If a dispute arises out of or relates to this Agreement, or its breach, and the parties have not been successful in resolving such dispute through negotiation, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected by the parties or, at any time at the option of either party, to mediation by the American Arbitration Association ("AAA"). Nothing in this clause shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending mediation. A request by a party to a court for such injunctive relief shall not be deemed a waiver of the obligation to mediate.

Article 14: Timely Performance

If Vendor has knowledge that anything prevents or threatens to prevent the timely performance of the Services under this Agreement, Vendor shall immediately notify Client thereof and include all relevant information concerning the delay or potential delay.

Article 15: Tools and Equipment

Unless otherwise specifically provided for in this agreement, Vendor shall provide all tools and equipment ("equipment") for performance of this Agreement. Should the Vendor actually use any equipment owned or rented by Client, Vendor accepts the equipment "as is" and the Vendor shall have the risk of damage to such equipment as long as damage is sustained as a result of Vendor's actions. Vendor agrees not to remove the equipment from Client's premises, and to use equipment only for the services covered under this agreement. In addition to one chair per participant (chairs must be lightweight and without arms), Client must provide the equipment and supplies specified in the Challenge Day Coordinator's and Assembly Handbooks.

DP

Article 16: Title to Media / License to Use

Receipt of materials supplied under this agreement represents acceptance of a license to use such materials for "in house" activities sponsored by Client solely for the benefit of Client's employees and students. Such rights are restricted to use by those employees who participate in the program to which the materials are related. License to use any documents and other tangible media of expression ("Training Media") furnished hereunder by Vendor to Client shall pass to Client on full payment of invoice for the services associated with such media. Client expressly agrees that it does not have the right to reproduce or sub-license such media.

Article 17: Ownership of Programs

Vendor's programs or related materials in any form including but not limited to written, video, audio or electronic reproductions, and shall obligate its employees, subcontractors and others working for it, to adhere to the same limitations, without written consent of Vendor. Client agrees to limit its use of programs and materials supplied by Vendor to "in house" activities sponsored by Client solely for the benefit of its employees and students.

Article 18: Right to Use Ideas

The ideas presented in the Vendor's programs may be used by Client and its employees, subcontractors and others working for Client without restriction. However, due to the nature of the exercises, which are protected under Federal copyright law, specific exercises, such as the Power Shuffle, may not be reproduced in any format.

Article 19: No Result or Benefit

The Vendor promises only to deliver the program and does not warrant or promise any result or benefit to Client or those participating.

Article 20: Representations

Vendor represents to Client that the services rendered by the Vendor will be performed in a manner consistent with highest professional standards in its field.

Article 21: Indemnity

- A. The Client shall indemnify and save harmless the Vendor, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the Client, its employee and agencies in the performance by the Client of this Agreement.
- B. The Vendor shall indemnify and save harmless the Client, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the Vendor, its employees and agencies in the performance by the Vendor of this Agreement.
- C. The above indemnifications shall survive the termination of this Agreement.

Article 22: NonWaiver

No agreement or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

Article 23: Severability

If any portions of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provisions or provision, and the rights and obligations of the Vendor and Client shall be construed and enforced accordingly.

DN

Article 24: Assembly Requirements

Below you will find a list of logistical items you and your planning team must attend to as you prepare for your school's Assembly Program.

These are non-negotiable items and agreements that must be met to ensure the success of your event. Please review this list carefully. Once you have reviewed the list below and the Assembly Handbook and your school is prepared to move forward with the booking process, please initial the below.

Principal

Coordinator

A counselor will participate in each Assembly.

BH

All teachers will participate in the Assembly with their classes.

BH

Assembly(s) will include students from every grade level in your school.

BH

Assembly requires at least 1 hour and 30 min. of uninterrupted program time.

BH

School staff will be informed about the Challenge Day Assembly & how they will be involved.

BH

A Planning Committee of no less than 6-8 people, including the coordinator and an administrator, will be established to support all logistical needs for the event.

BH

A designated person who will be in charge of tech, their contact info, including cellphone if possible. We will also need this person to be available the day/evening before the assembly to setup, and run sound and AV checks to make sure everything is working ahead of time and to set master levels which won't be changed. This person will need to connect with our IT manager at least two weeks prior to the event to go over these details. Specific times for the AV tech to be available will be specific to the assembly time.

BH

Gym/Location of the Assembly will be available for set-up the day prior to the Assembly with enough time to complete 2-5 hours before 9pm.

BH

A projection screen that is at least 10.5 feet tall by 14 feet wide. A projector that will be bright enough to project a bright image for everyone in the auditorium to see easily with lights dimmed. This needs to be a projector with a minimum of 3000.

BH

lumens. The image needs to fill the screen completely. The technician needs to know the projector in order to make adjustments as is necessary.

BH

DW

Article 25: Notices

Any notice or demand which under the terms of this Agreement or under any statute must or may be given or made by Vendor or Client shall be in writing and shall be given or made by confirmed facsimile, or similar communication, or by certified mail, registered mail, or courier service addressed to the respective parties as follows:

For Colusa Unified School District:

Dwayne Newman
745 10th Street
Colusa, CA 95932

For Challenge Day:

Mariela Madarang
Challenge Day
2520 Stanwell Drive, Ste 160
Concord, CA 94520
Fax: 925-969-0256

The effective dates of such notice shall be (1) upon evidence of successful facsimile transmission, or (2) five days following the date mailed for certified or registered letters and two days following the date mailed for overnight letters (courier service), or (3) when delivered, if in person. The above addresses may be changed at any time by giving written notice as provided above.

Article 26: Signatures

By signing below, I agree to the articles of this Agreement and agree to provide support, personnel, facilities, tools and equipment as written above. I attest that I am authorized to make agreements on behalf of Colusa High School:

Authorized Signature Name: Dwayne Newman
Signature: Dwayne Newman
Date: 9/17/15

By signing below, I attest that I have read and agree to perform the responsibilities of Coordinator, as written above:

Coordinator Name: Barb Hankins

Title: District Nurse/Coordinator
Signature: Barbara Hankins
Date: 9/22/15

For Challenge Day:

Share Manager Name: Mariela Madarang

Signature: _____

Date: _____

INTERQUEST DETECTION CANINES®

of North Valley Counties
Interquest Detection Canines®
Of North Valley Counties
(INTERQUEST)

3690 Keefer Road
Chico, CA 95973
Office (530) 899-3197
Fax (530) 899-3197

Colusa Unified School District
(the District)

This shall serve as an agreement by and between Interquest Detection Canines® of North Valley Counties and the DISTRICT for substance awareness and detection services for the period of August 2015 through June 2016.

It is understood that the DISTRICT has established and communicated a policy clearly defining contraband as all drugs of abuse (in the broadest terms), alcoholic beverages, firearms and ammunition, prescription and over-the-counter medication, and that this policy has been disseminated to all campus locations. Violations are considered inimical to the welfare of students and contrary to the DISTRICT'S desire to foster an atmosphere conducive to safety and education.

INTERQUEST shall provide contraband inspection services utilizing non-aggressive contraband detection canines. Such inspections may be conducted on an unannounced basis under the auspices and direction of the DISTRICT administration with INTERQUEST acting as an agent of the DISTRICT while conducting such inspections. Communal areas, lockers, gym areas, parking lots (automobiles), grounds, and other select areas as directed by DISTRICT officials, shall be subject to inspection. Contraband detected on DISTRICT property is the responsibility of the DISTRICT. Suspected drugs of abuse may be field-tested to provide preliminary or presumptive identification of the drug.

INTERQUEST agrees to provide ¹²⁻¹⁸ 9** visits for the contract period. The DISTRICT may increase the total number of visits by notifying INTERQUEST in writing. Each visit will be \$ 350/ visit. Multiple canine teams will be charged on a per team basis. DA required court testimony on behalf of the DISTRICT will be charged at the same rate. INTERQUEST will invoice for service on a monthly basis at the conclusion of the service month. The DISTRICT agrees to pay for services within thirty (30) days of receipt of such invoice.

INTERQUEST will schedule DISTRICT visits in conjunction with days designated by the DISTRICT as appropriate for visits. The District will provide a school calendar with inappropriate dates for service noted. This calendar will serve as an addendum to the Agreement. All other dates will be considered acceptable for visits. DISTRICT will be responsible for payment for any visit made on any day other than those days noted as unacceptable on the attached school calendar.

INTERQUEST is licensed and registered by the U.S. Department of Justice, Drug Enforcement Administration, and regulatory commissions as required.

INTERQUEST DETECTION CANINES®
OF NORTH VALLEY COUNTIES

Terry Bogue
Terry Bogue
President, General Partner

FOR THE DISTRICT:
Raymond K. Newman

DATE: 7/2/15

Please return one (1) copy of this Agreement and your District calendar in the enclosed envelope. Retain the other copy for school files.

**The 9 visits will be provided during the school year. 6 visits to Egling Middle School, and ³ 3 visits to Colusa High School.

"the recognized leader in detection canines nationwide"

e-mail: interquestnvc@aol.com

website: www.interquestk9.com

Colusa Unified School District
Personnel Assignment Order
2015-2016 #4

EMPLOYMENT, RESIGNATIONS, AND OTHER

CERTIFICATED

Employment / Appointments:

<u>Name</u>	<u>Position</u>	<u>Status</u>	<u>Salary</u>	<u>Date</u>
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Retirement:

Resignation:

Leaves:

Terminated:

Non-Reelection:

Transfers:

(Requests approved by Superintendent)

CLASSIFIED

Employment / Appointments:

<u>Name</u>	<u>Position</u>	<u>Date</u>
Natalii Chavez	Yard Duty-BPS	9/8/2015
Juanita Morgan	EMS ASES Director	9/11/2015
Brenda Guerrero	Paraeducator-BPS	9/14/2015
Cynthia O'Brien	Yard Duty-BPS	9/16/2015
Dayana Ambriz	Yard Duty-EMS	9/28/2015

Leaves:		
Michelle Cox	Café II	9/07/2015

Resignation:

Retirement:

Mary Critchfield	EMS Cook	9/24/2015
------------------	----------	-----------

Increase of Hours:

Job transfer:

Termination:

COLUSA UNIFIED SCHOOL DISTRICT

TRUSTEES:
MR. LINCOLN FORRY
MR. TERRY BRESSLER
MR. CHARLES YERXA
MRS. KELLI GRIFFITH-GARCIA
MRS. KATHIE WHITESELL

745 TENTH STREET, COLUSA, CA 95932
PHONE: (530) 458-7791 • FAX: (530) 458-4030

DWAYNE NEWMAN
DISTRICT SUPERINTENDENT



Payroll totals for the month of: September 2015

Issued 9/10/2015: (SUP)	\$ 12,666.89
Issued 9/30/2015: (EOM)	<u>\$ 725,063.55</u>
Monthly total	\$ 737,730.44

Colusa Unified School District

15-16 Extra Duty Salary Schedule

Colusa High School	Stipend	Employee Name
ATHLETIC DIRECTOR (2 RELEASE PERIODS) OR	2,042	Eric Lay
ATHLETIC DIRECTOR (1 RELEASE PERIODS)	4,537	
Athletic Director plus 2 days before school at their daily rate		
FOOTBALL VARSITY HEAD	3,143	Sonny Badalucio
FOOTBALL VARSITY ASST.	2,471	Russ Gardner
FOOTBALL VARSITY ASST.	2,471	Mike Badalucio
FOOTBALL JV HEAD	2,471	Ron Calcagno
FOOTBALL JV ASST.	2,023	Jeremy Miller
FOOTBALL JV ASST.	2,023	Perry Taylor
SOCCER BOYS	2,697	Dan Kiely
SOCCER GIRLS	2,697	David Ramirez
BASKETBALL BOYS VARSITY HEAD	2,923	Brian Davis
BASKETBALL BOYS JV HEAD	2,245	Brennan Farrell
BASKETBALL GIRLS VARSITY HEAD	2,923	Darren Townzen
BASKETBALL GIRLS JV HEAD	2,245	Vacant
TRACK VARSITY HEAD	2,923	Melissa Michalk
TRACK VARSITY ASST.	2,245	Bo Salazar
BASEBALL VARSITY HEAD	2,923	Eric Lay
BASEBALL JV HEAD	2,245	Phil Calkins
SOFTBALL VARSITY HEAD	2,923	Jamie Lay
SOFTBALL JV HEAD	2,245	Tina Lyons
TENNIS BOYS	2,697	Daniel Kalisuch
TENNIS GIRLS	2,697	Daniel Kalisuch
CROSS COUNTRY TRACK	2,697	Matt Giffin/Darren Townzen
GOLF	2,697	Arnie Gross
VOLLEYBALL VARSITY HEAD	2,923	Tina Lyons
VOLLEYBALL JV HEAD	2,245	Kim Roper
WRESTLING COACH	2,471	None
CHEERLEADER ADVISOR FOOTBALL	4,047	Leslie Pingrey
YEARBOOK	1,797	Bob Kirkman
CLUSTER LEADER <small>SCHOOL HAS DISCRETION OF USING FUNDING 1 POSITION</small>	1,431	Rebecca Changus
ACTIVITY DIRECTOR (1 RELEASE PERIOD)	1,837	Bobby Kirkman
MUSIC DIRECTOR	2,020	Mike Phenicie
DRAMA DIRECTOR	1,122	Mitchell Nail
FBLA DIRECTOR	2,020	Sue Barrett
LEAD 12th GRADE ADVISOR	716	Bob Kirkman
ESA Stipend	2,408	Craig Richards
ESA Stipend	2,408	Kim Olson
ESA Stipend	2,408	Joe Williamson
ESA Stipend	2,408	Matt Giffin
ESA Stipend	2,408	Mitchell Nail
ESA Stipend	2,408	Becka Robertson
TCIP Mentor (1 first yr/1 second yr)	4000	Kim Olson
Egling Middle School	Stipend	
INTRAMURAL GIRLS BASKETBALL 7/8	537	None
INTRAMURAL BOYS BASKETBALL 7TH	537	Daniel Kalisuch
INTRAMURAL BOYS BASKETBALL 8TH	537	Daniel Kalisuch
INTERSCHOLASTIC BOYS BASKETBALL 7TH	1,636	Ron Bruggman
INTERSCHOLASTIC BOYS BASKETBALL 8TH	1,636	Jack DeWit
INTERSCHOLASTIC GIRLS BASKETBALL 7TH	1,636	Ron Bruggman

INTERSCHOLASTIC GIRLS BASKETBALL 8TH	1,636	Rebecca Changus
INTERSCHOLASTIC BOYS FOOTBALL 7TH	1,636	None
INTERSCHOLASTIC BOYS FOOTBALL 8TH	1,636	None
INTERSCHOLASTIC GIRLS SOCCER 7/8TH	1,636	Miriam Martinez
INTERSCHOLASTIC BOYS SOCCER 7/8TH	1,636	Vacant
INTERSCHOLASTIC VOLLEYBALL 7TH	1,636	Jenny Lay
INTERSCHOLASTIC VOLLEYBALL 8TH	1,636	Rebecca Changus
ATHLETIC DIRECTOR	1,636	Mark Abbay
ACTIVITY DIRECTOR	1,636	Jennifer Alaniz
YEARBOOK ADVISOR	1,224	Jennifer Alaniz
MUSIC DIRECTOR	1,836	Jeff Poppinga
CLUSTER LEADER <small>SCHOOL HAS DESCRETION OF USING FUNDING 1 POSITION</small>	1,431	Unfilled
GATE COORDINATOR Site Funded	1,782	Pam G \$594 Sarah Richter \$1188.
SHADY CREEK ADVISOR can be divided by multiple staff	1,202	Mindy Lederer, Pam Giuliano, Krystyna Frank, Michelle Quentmeyer
SHADY CREEK TEACHERS each attending teacher	667	Mindy Lederer, Pam Giuliano, Krystyna Frank, Michelle Quentmeyer
TCIP Mentor (1 first year)	2000	Lara Kelleher
Burchfield Primary School	Stipend	
CLUSTER LEADER <small>SCHOOL HAS DESCRETION OF USING FUNDING 1 POSITION</small>	1,431	Shown as part below
Language Arts Committee: Gr K	715.50	Cristina Rodriguez
Language Arts Committee: Gr 1	715.50	Christina Bailey
Language Arts Committee: Gr 2	715.50	Tina Cremo
Language Arts Committee: Gr 3	715.50	Heather Hamilton
Math Committee: Gr K	715.50	Karen Nobles
Math Committee: Gr 1	715.50	Jennifer Barbee
Math Committee: Gr 2	715.50	Courtney Lemenager
Math Committee: Gr 3	715.50	Ryan Tietz
Music Coordinator #1	408	TBD
Music Coordinator #2	408	TBD
TCIP Mentor (2 first yr/1 second yr)	6000	Ellen Cenami

Associated Student Body Fund

Egling Middle School and Colusa High School

as of October 6, 2015

J.1.g.

Colusa High School

Account	Name of Club	Balance
800	Colusa HS ASB	\$ 1,090.32
801	ASB Football Concessions	\$ 3,005.63
802	ASB Student Store	\$ 3,969.36
811	Art Club	\$ 937.44
812	Ashland Shakespeare Trip	\$ 929.03
820	Block C - Other	\$ -
821	Block C - Baseball	\$ 7,358.63
822	Block C - Boys Basketball	\$ 2,122.90
823	Block C - Boys Soccer	\$ 176.30
824	Block C - Boys Tennis	\$ 219.77
825	Block C - Cross Country	\$ (83.62)
826	Block C - Football	\$ (519.70)
827	Block C - Girls Basketball	\$ 189.62
828	Block C - Girls Soccer	\$ (127.21)
829	Block C - Girls Tennis	\$ 214.68
830	Block C - Golf	\$ (42.46)
832	Block C - Softball	\$ 14.00
833	Block C - Track and Field	\$ 1,388.47
834	Block C - Volleyball	\$ 6,633.32
835	Block C - Wrestling	\$ 25.00
835	Block C - Weight Room	\$ 5.00
836	Block C - JV Boys Basketball	
847	Class of 2016	\$ 2,062.17
848	Class of 2017	\$ (240.18)
849	Class of 2018	\$ 65.94
850	Class of 2019	\$ -
860	COLUS Yearbook	\$ 9,241.97
863	CSF	\$ 1,476.74
865	FBLA	\$ 5,373.37
870	FFA	\$ 6,236.26
876	Drama Club	\$ 418.82
885	Friday Night Live	\$ 2,532.55
887	Spanish Club	\$ 241.31
888	Spirit Club	\$ 2,675.38
890	Cooking Club	\$ 54.73
892	Science Club	\$ 91.52
TOTAL CHS		\$ 57,737.06
Egling Middle School		
950	Egling MS ASB	\$ 1,944.66
955	Club Live	\$ 974.75
960	Kids Can Save	\$ 50.00
965	Library	\$ 385.15
985	Sweatshirts	\$ 2,527.44
990	Yearbook	\$ 398.44
995	8th Grade	\$ 1.30
TOTAL EMS		\$ 6,281.74
TOTAL FUND 95 ASB		\$ 64,018.80

COLUSA UNIFIED SCHOOL DISTRICT
2015-16 GENERAL FUND 01 BUDGET REVISION

October 13, 2015

J.1.h.

2015-16 BEGINNING BALANCE	1,201,172
ESTIMATED INCOME	<u>14,270,298</u>
TOTAL INCOME/BEGINNING BALANCE	14,270,298

Resource Code and Program

0000 Add 12/13 MAA Funds	14,138
3010 Reduce Title I	(23,204)
3550 Increase Perkins	26
6264 Add Educator Effectiveness	100,000
7690 Add CalSTRS Onbehalf	300,000
REVISED TOTAL INCOME	14,661,258
REVISED TOTAL INCOME + BEGINNING BALANCE	15,862,430

EXPENDITURES

Current Expenditure Budget	14,208,079	
Reserve for Revolving Cash	30,350	
Undistributed Reserve	<u>942,273</u>	<u>972,623</u>
		15,180,702
3550 Increase Perkins		100,000
6264 Add Educator Effectiveness		26
7690 Add CalSTRS Onbehalf		300,000
Revised Expenditure Budget	14,608,105	
Reserve for Revolving Cash	30,350	
Undistributed Reserve	<u>1,223,975</u>	<u>1,254,325</u>
		15,862,430

PASSED AND ADOPTED this 13th Day of October, 2015 at a meeting of the Board of Trustees of Colusa Unified School District.

AYES: 5

NOES: 0

ABSENT: 0


Dwayne Newman, Superintendent


10/14/15

Colusa Unified School District - October 13, 2015

	8.25% STRS 11.1% PERS	8.88% STRS 11.7% PERS	10.73% STRS 11.847% PERS	12.58% STRS 13.05% PERS	14.43% STRS 16.6% PERS	16.28% STRS 18.2% PERS
	13/14 ACTUALS	14/15 ACTUALS	15/16 BUDGET	16/17 BUDGET	17/18 BUDGET	18/19 BUDGET
INCOME						
8011-8089 TOTAL LCFF	9,817,350	10,874,660	12,215,237	12,766,906	13,230,509	13,482,638
8019 PRIOR YEAR ADJUSTMENTS	-5,526					
TOTAL REVENUE LIMIT SOURCES	9,811,824	10,874,660	12,215,237	12,766,906	13,230,509	13,482,638
TOTAL FEDERAL REVENUE	513,251	514,766	468,491	438,559	438,559	438,559
STATE REVENUES						
8550 MANDATED COSTS	49,128	144,281	774,759	50,000	50,000	50,000
8560 LOTTERY	234,017	237,949	245,000	245,000	245,000	245,000
8590 OTHER STATE	<u>739,852</u>	<u>633,618</u>	<u>741,362</u>	<u>350,000</u>	<u>350,000</u>	<u>350,000</u>
TOTAL STATE REVENUE	1,022,997	1,015,848	1,761,121	645,000	645,000	645,000
OTHER LOCAL REVENUES						
8650 LEASES AND RENTALS	12,108	12,163	9,000	9,000	9,000	9,000
8660 INTEREST	7,906	11,076	5,000	5,000	5,000	5,000
8677 INTERAGENCY REVENUES	244,730	265,341	163,909	118,551	81,368	44,185
8699 OTHER LOCAL INCOME	<u>178,506</u>	<u>99,250</u>	<u>38,500</u>	<u>38,500</u>	<u>38,500</u>	<u>38,500</u>
TOTAL LOCAL REVENUES	443,250	387,830	216,409	171,051	133,868	96,685
TOTAL REVENUES	11,791,322	12,793,104	14,661,258	14,021,516	14,447,936	14,662,882
EXPENDITURES						
1100 TEACHER'S SALARIES	4,627,859	5,110,019	5,244,592	5,205,166	5,211,256	5,350,255
1200 PUPIL SUPPORT SALARIES	294,042	265,311	269,760	275,200	280,000	320,000
1300 SUPERVISOR/ADMIN. SALARIES	564,779	564,328	646,322	656,671	670,000	680,000
1900 OTHER CERTIFICATED SALARIES	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL CERTIFICATED	5,486,680	5,939,658	6,160,674	6,137,037	6,161,256	6,350,255
2100 INSTRUCTIONAL AIDES	324,984	347,664	434,107	455,258	468,250	500,000
2200 CLASSIFIED SUPPORT	508,314	587,506	674,487	680,258	695,000	715,000
2300 CLASSIFIED ADMINISTRATORS	266,938	308,881	305,750	315,000	320,000	330,000
2400 CLERICAL AND OFFICE	448,589	481,365	496,147	502,500	505,000	525,000
2900 OTHER CLASSIFIED SALARIES	<u>106,358</u>	<u>122,265</u>	<u>127,061</u>	<u>127,000</u>	<u>127,000</u>	<u>130,000</u>
TOTAL CLASSIFIED	1,655,183	1,847,681	2,037,552	2,080,016	2,115,250	2,200,000
3100 STRS	447,106	810,308	966,399	772,039	889,069	928,915
3200 PERS	155,558	180,233	224,760	271,442	351,132	370,040
3300 SOCIAL SECURITY	189,285	208,551	238,822	242,000	250,000	250,000
3400 HEALTH	1,168,885	1,144,368	1,232,127	1,232,127	1,232,127	1,232,127
3500 UNEMPLOYMENT INSURANCE	4,425	4,989	4,053	5,000	5,000	5,000
3600 WORKER'S COMPENSATION	157,340	171,471	195,728	200,000	200,000	200,000
3900 OTHER BENEFITS	<u>142,214</u>	<u>100,089</u>	<u>100,872</u>	<u>93,155</u>	<u>35,062</u>	<u>35,062</u>
TOTAL BENEFITS	2,264,813	2,620,009	2,962,761	2,815,763	2,962,390	3,021,144
4100 TEXTBOOKS	9,406,676	10,407,348	11,160,987	11,032,816	11,238,896	11,571,399
4300 INSTRUCTIONAL SUPPLIES	20,379	27,942	206,000	40,000	40,000	40,000
TOTAL BOOKS AND SUPPLIES	639,353	742,494	986,280	457,361	457,361	457,361
5200 TRAVEL AND CONFERENCE	38,020	28,060	118,374	29,402	29,402	29,402
5300 DUES AND MEMBERSHIPS	10,626	3,775	12,061	12,061	12,061	12,061
5400 INSURANCE	114,095	119,332	122,224	124,000	124,000	124,000
5500 UTILITIES	432,480	419,663	420,000	430,000	430,000	430,000
5600 CONTRACTS, RENTS, LEASES	200,231	261,391	185,436	231,891	231,891	231,891
5750 DIRECT COSTS FOR CAFETERIA FD	-44,838	-48,450	-45,000	-45,000	-45,000	-45,000
5800 OTHER SERV. & OPERATING EXP.	231,065	276,995	298,139	247,885	250,000	250,000
5900 COMMUNICATIONS	<u>18,399</u>	<u>41,575</u>	<u>40,837</u>	<u>40,000</u>	<u>45,000</u>	<u>45,000</u>
TOTAL CONTRACTS/OTHER EXPENSE	1,000,078	1,102,341	1,152,071	1,070,239	1,077,354	1,077,354
6500 EQUIPMENT REPLACEMENT	<u>34,666</u>	<u>56,177</u>	<u>250,000</u>			
TOTAL CAPITAL OUTLAY	34,666	56,177	250,000	0	0	0
7142 COMMUNITY SCHOOL/SELPA	642,668	502,689	782,722	788,500	807,500	850,000
7350/7613 Interfund (to/from Cafeteria)	-20,198	45,890	15,000	15,000	15,000	15,000
7649 OTHER LOAN PAYMENTS	<u>55,045</u>	<u>55,045</u>	<u>55,045</u>	<u>55,045</u>	<u>55,045</u>	<u>55,045</u>
TOTAL 7000 OTHER OUTGO	677,515	603,624	852,767	858,545	877,545	920,045
TOTAL EXPENDITURES & TRANSFERS OUT	11,778,667	12,939,926	14,608,105	13,458,961	13,691,156	14,066,159

Multi-Year Projection Summary - October 13, 2015

	13/14 ACTUALS	14/15 ACTUALS	15/16 BUDGET	16/17 BUDGET	17/18 BUDGET	18/19 BUDGET
TOTAL REVENUES	11,791,322	12,793,104	14,661,258	14,021,516	14,447,936	14,662,882
TOTAL EXPENSES & TRANSFERS OUT	11,778,667	12,939,926	14,608,105	13,458,961	13,691,156	14,066,159
TOTAL REVENUES LESS EXPENDITURES	12,655	-146,822	53,153	562,555	756,780	596,723
GENERAL FUND BEGINNING BALANCE	1,335,339	1,347,994	1,201,172	1,254,325	1,816,879	2,573,660
LESS AMOUNT ABOVE REVENUES LESS EXP	12,655	-146,822	53,153	562,555	756,780	596,723
<i>Less Restricted Fund Balance Prop 39/Common Core</i>	-227,281					
UNDISTRIBUTED GENERAL FUND RESERVE	1,120,713	1,201,172	1,254,325	1,816,879	2,573,660	3,170,383
% UNDISTRIBUTED RESERVE	9.51%	9.28%	8.59%	13.50%	18.80%	22.54%
3% UNDISTRIBUTED RESERVE IS	353,360	388,198	438,243	403,769	410,735	421,985
AMOUNT ABOVE (-BELOW) 3%	767,353	812,974	816,082	1,413,111	2,162,925	2,748,398
5% UNDISTRIBUTED RESERVE IS	588,933	646,996	730,405	672,948	684,558	703,308
AMOUNT ABOVE (-BELOW) 5%	531,780	554,176	523,920	1,143,931	1,889,102	2,467,075
RECOMMENDED RESERVE 3% Plus one Year LCFF Growth						
LCFF Growth Amount over Prior Year	\$ 483,946	\$ 1,062,836	\$ 1,340,577	\$ 551,669	\$ 463,603	\$ 252,129
Plus 3% Reserve	\$ 353,360	\$ 388,198	\$ 438,243	\$ 403,769	\$ 410,735	\$ 421,985
Total Recommended Reserve	\$ 837,306	\$ 1,451,034	\$ 1,778,820	\$ 955,438	\$ 874,338	\$ 674,114
AMOUNT ABOVE (-BELOW) RECOMMENDED RESERVE	\$ 283,407	\$ (249,862)	\$ (524,495)	\$ 861,442	\$ 1,699,322	\$ 2,496,268
LCFF FUNDING ESTIMATE:						
	13/14 ACTUALS	14/15 BUDGET	15/16 BUDGET	16/17 BUDGET	17/18 BUDGET	18/19 BUDGET
TOTAL ADA	1395.63	1386.33	1385.25	1385.25	1385.25	1385.25
multiply x SSC Calculated recommended amount per ADA	\$ 7,034	\$ 7,844	\$ 8,818	\$ 9,216	\$ 9,551	\$ 9,733
Total LCFF Funding Budgeted	\$ 9,817,350	\$ 10,874,660	\$ 12,215,237	\$ 12,766,906	\$ 13,230,509	\$ 13,482,638
% Increase over Prior Year	4.60%	10.77%	12.33%	4.52%	3.63%	1.91%
CUSD P-2 ADA	1387.81	1381.29	1379.12	1379.12	1379.12	1379.12
Adult Transition Class Reported by CCOE	5.54	5.04	6.13	6.13	6.13	6.13
Community School ADA Reported by CCOE	2.28	0	0	0	0	0
TOTAL ADA CUSD LCFF	1395.63	1386.33	1385.25	1385.25	1385.25	1385.25
			-74K ROP	-130K ROP	-167K ROP	-167K ROP



LICENSING AGREEMENT

This Agreement effective **November 1, 2015**, is made and entered into by **Colusa Unified School District** as Licensee and Document Tracking Services (DTS) as Licensor each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
 - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
 - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
 - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.



- I. License Fee. Licensee shall pay a fee of **\$995**.
- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
 - (i) Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
 - * Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
 - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.
- Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0967 - Phone
858-587-4640 - Corporate Fax

Date: September 30, 2015

Licensee

By: Sheng Bai
Date: 10/5/15

Colusa Unified School District



Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2015 School Accountability Report Card, English (CDE Template)
2. 2015 School Accountability Report Card, Spanish (CDE Template)
3. 2015 Single Plan for Student Achievement (CDE Template)
4. 2015 Comprehensive School Safety Plan (Custom Template)
5. 2015 Local Education Agency Plan (CDE Template)

WILLIAMS UNIFORM COMPLAINT PROCEDURE
QUARTERLY REPORT
COLUSA UNIFIED SCHOOL DISTRICT

July 1, 2015 TO September 30, 2015

Education Code 35186(d) requires that a district report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district.

No complaints have been received this quarter.

The following complaints have been received this quarter.

Education Code 35186(e)(1) requires that districts investigate and resolve complaints when a complainant alleges that (a) students do not have standards-aligned instructional materials to use in class; or (b) for use at home or after school in order to complete required homework assignments; or (c) are in poor or unusable condition.

Complaints have been received regarding insufficient instructional materials.

District Resolutions:

Education Code 36186(e)(1) requires that districts investigate and resolve complaints when a complainant alleges that (a) students do not have standards-aligned textbooks or state- or district-adopted textbooks required for use in class; or (b) for use at home or after school in order to complete required homework assignments; or (c) are in poor or unusable condition.

Complaints have been received regarding insufficient textbooks.

District Resolutions:

Education Code 35186(e)(3) requires that districts investigate and resolve complaints when a complainant alleges that facilities have conditions that pose an emergency or urgent threat to the health or safety of students or staff.

Complaints have been received that facilities have emergency/urgent threat conditions.


District Resolutions:

Education Code 35186(e)(2) requires that districts investigate and resolve complaints when a complainant alleges that (a) a qualified certificated teacher has not been assigned to a vacant position to a class for an entire year; (b) a teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner students in the class; or (c) a teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Complaints have been received regarding unqualified teachers.

District Resolutions:

The district investigated and remedied any valid complaint within a reasonable time period not exceeding 30 working days from the date the complaint was received. EC 35186 (b)


Superintendent

10/14/15
Date