

BOARD OF EDUCATION AGENDA

REGULAR MEETING
March 22, 2022 - 5:30 PM

ALL REGULAR AUUSD BOARD OF EDUCATION MEETINGS ARE RECORDED.

Meeting Will be Conducted Via Zoom - for Zoom link and password, please see item #3 (Reconvene to Public Session) under Call to Order below. If you are unable to join the meeting via Zoom but would like to submit a public comment on the item(s) listed on this agenda, or items under the jurisdiction of the Board of Education, please send public comment to: publiccomments@alamedaunified.org. Comments received by 5:00pm on March 21, 2022 will be distributed to Board Trustees prior to the Board meeting.
Alameda, CA 94501

Regular meetings held in Council Chambers will be recorded and broadcast live on Comcast, Channel 15

VIDEO

The Board of Education will meet for Closed Session and to discuss labor negotiations, student discipline, personnel matters, litigation, and other matters as provided under California State law and set forth on the agenda below. Following Closed Session, the Board reconvenes to Public Session. Adjournment of the Public Session will be no later than 10:30 PM for all regular and special meetings, unless extended by a majority vote of the Board.

Writings relating to a board meeting agenda item that are distributed to at least a majority of the Board members less than 72 hours before the noticed meeting, and that are public records not otherwise exempt from disclosure, will be available for inspection at the District administrative offices, 2060 Challenger Drive, Alameda, CA. Such writings may also be available on the District's website. (Govt Code 54957.5b). Individuals who require special accommodations (American Sign Language interpreter, accessible seating, documentation in accessible format, etc.) should contact Kerri Lonergan, Assistant to the Superintendent, at 337-7187 no later than 48 hours preceding the meeting.

IF YOU WISH TO ADDRESS THE BOARD OF EDUCATION

Please submit a "Request to Address the Board" slip to Kerri Lonergan, Assistant to the Superintendent, prior to the introduction of the item. For meeting facilitation, please submit the slip at your earliest possible convenience. Upon recognition by the President of the Board, please come to the podium and identify yourself prior to speaking. The Board of Education reserves the right to limit speaking time to three (3) minutes or fewer per individual. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four (4) minutes.

Closed Session Items: may be addressed under Public Comment on Closed Session Topics.

Non Agenda and Consent Items: may be addressed under Public Comments.

Agenda Items: may be addressed after the conclusion of the staff presentation on the item.

A. CALL TO ORDER

1. Public Comment on Closed Session Topics: The Board of Education Reserves the Right to Limit Public Comment to 10 Minutes. Due to this meeting being held via teleconference, please send public comments related to Closed Session agenda items to: publiccomments@alamedaunified.org. Public comments received prior to 5:00 PM on March 21, 2022 will be distributed to the Board of Education prior to the

meeting.

To join the Zoom meeting in order to make a public comment on Closed Session Agenda Items only:

Join Zoom Meeting (Closed Session ONLY!)
[https://zoom.us/j/98928182445?](https://zoom.us/j/98928182445?pwd=NmswbFB0bWlMZlZuckJOQ1QxN1BIQT09)
[pwd=NmswbFB0bWlMZlZuckJOQ1QxN1BIQT09](https://zoom.us/j/98928182445?pwd=NmswbFB0bWlMZlZuckJOQ1QxN1BIQT09)
Meeting ID: 989 2818 2445
Passcode: 098731

2. Adjourn to Closed Session - 5:30 PM - Board Members will meet privately via Zoom for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

Conference with Labor Negotiators - Pursuant to Subdivision 54957.6:
Agency designated representative: Timothy Erwin, Assistant Superintendent, Human Resources:

Employee organizations: Alameda Education Association (AEA), California School Employees Association Chapter 27 (CSEA 27), California School Employees Association Chapter 860 (CSEA 860) and Executive Cabinet/Administrative and Supervisory/Confidential/Licensed/Unrepresented.

Conference with Legal Counsel Regarding Existing Litigation Pursuant to Govt. Code Section 54956.9, subdivision (d) (1) (2 cases):

1) Katz v. Alameda Unified School District: Case No. 3:21-CV-00115-JD (United States District Court)

2) Traiman v. Alameda Unified School District: Case No. RG20061550 (Alameda County Superior Court).

Public Employee Discipline/Dismissal/Release - Pursuant to Government Code Section 44954 subdivision (b):

1) Release of Temporary Certificated Employee(s)

3. Reconvene to Public Session - 6:30 PM - Via Zoom Video Conference.

Join Zoom Meeting:
[https://zoom.us/j/99261512385?](https://zoom.us/j/99261512385?pwd=ZWw3emJZeWZMRm9vQ3V1YlZCdFE5UT09)
[pwd=ZWw3emJZeWZMRm9vQ3V1YlZCdFE5UT09](https://zoom.us/j/99261512385?pwd=ZWw3emJZeWZMRm9vQ3V1YlZCdFE5UT09)
Meeting ID: 992 6151 2385
Passcode: 854348

To view meeting on Facebook Live at 6:30 PM, please click on the following link: <https://www.facebook.com/AlamedaUnified/>

4. Call to Order - 6:30pm - Introduction of Board Members and Staff via Zoom video conference
5. Pledge of Allegiance - Board of Education President Jennifer Williams will lead the Pledge of Allegiance

6. Closed Session Action Report

B. MODIFICATION(S) OF THE AGENDA - The Board may change the order of business including, but not limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action

C. APPROVAL OF MINUTES

1. Approval of Minutes - Minutes from the March 8th Board Meeting will be considered (5 Mins/Action)

D. COMMUNICATIONS

1. Celebrating Cesar Chavez Day During the Season for Non-Violence (5 Mins/Information)
2. Public Comments - Participants who would like to make comments on items listed on this agenda can join the meeting from their computer, tablet or smartphone. The Board President will announce the opportunity for public comment on items that are not on the agenda but are under the Board's jurisdiction. We ask that all participants who wish to make public comments for that agenda item use the "raise your hand" feature. If a member of the public is unable to join the meeting via Zoom, they may send their public comment to: publiccomments@alamedaunified.org. Emails received by 5:00 PM on Monday, January 24, 2022 will be distributed to Board members prior to the meeting.
3. Written Correspondence - Written correspondence regarding an agenda item that is distributed to a majority of Board Members is shared.
4. Report from Employee Organizations - Representatives from the District's employee organizations may make announcements or provide information to the Board and Public in the form of a brief oral report. The Board will not take action on such items. Alameda Education Association (AEA); California School Employees Association Chapter 27 (CSEA 27); California School Employees Association Chapter 860 (CSEA 860) (5 Mins Each/Information).
5. PTA Council Report - Representatives from the District's PTA Council group may make announcements or provide information to the Board and Public in the form of a brief oral report. The Board will not take action on such items. (5 Mins/Information)
6. Board Members' Report - Board of Education Members may make announcements or provide information to the Public in the form of an oral report. The Board will not take action on such items. (5 Mins Each/Information)
7. Student Board Members' Report - Student Board Members may make announcements or provide information to the Board and the Public in the form of an oral report. The Board will not take action on such items.(5 Mins Each/Information)
8. Superintendent's Report - The Superintendent of Schools may make announcements or provide information to the Board and Public in the form of an oral report. The Board will not take action on such items.

E. ADOPTION OF THE CONSENT CALENDAR

1. Certificated Personnel Actions
2. Classified Personnel Actions
3. Approval of 2024-2025 School Year Calendar
4. Approval and Acceptance of Donations
5. Approval of Bill Warrants and Payroll Registers
6. Approval of CSBA Board Policy Updates
7. Approval of Measure I Contracts (Standing Item)
8. Proclamation: Adult Education Week - April 18-22, 2022
9. Proclamation: Cesar Chavez Day - March 31, 2022
10. Proclamation: Dolores Huerta Day - April 10, 2022
11. Proclamation: Earth Week - April 18 - 22, 2022
12. Proclamation: John Muir Day - April 21, 2022
13. Ratification of Contracts Executed Pursuant to Board Policy 3300
14. Resolution No. 2021-2022.47 Approval of Budget Transfers, Increases, Decreases
15. Resolution No. 2021-2022.46 Approval of Material Revision Request Submitted by the Academy of Alameda (AoA)
16. Resolution No. 2021-2022.48 Proclaiming a Local Emergency Ratifying the Proclamation of a State of Emergency by Governor Newsom Dated March 4, 2020 and Authorizing Remote Teleconference Meetings for the Period March 22, 2022 Through April 22, 2022

F. GENERAL BUSINESS – Informational reports and action items are presented under General Business. The public may comment on each item listed under General Business as the item is taken up. The Board reserves the right to limit public comment on General Business items to ten (10) minutes per item. The Board may, with the consent of persons representing both sides of an issue, allocate a block of time to each side to present their issue.

1. Restructuring of Goals 1 and 2 of AUSD's Strategic Plan and Community Engagement Schedule (20 Mins/Information)
2. Approval of A-G Completion Improvement Grant (10 Mins/Action)
3. Approval of AB1200 and Associated Salary Schedules: Alameda Education Association (AEA), California School Employees Association Chapter 27 (CSEA 27) (5 Mins/Public Hearing/Action)
4. Ratification of Tentative Agreement between Alameda Unified School District (AUSD) and Alameda Education Association (AEA) for Salary Increase for 2021 – 2022 (10 Min/Action)
5. Ratification of Tentative Agreement between Alameda Unified School District (AUSD) and California School Employees Association, Chapter 27 (CSEA 27) for Salary Increase for 2021 – 2022 (10 Min/Action)
6. Approval of Declaration of Need for Fully Qualified Educators (5 Mins/Action)

7. Update on Schools and COVID-19 Pandemic: Review of Data and Protocols (5 Mins/Information)

G. ADJOURNMENT

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Adjourn to Closed Session - 5:30 PM - Board Members will meet privately via Zoom for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

Item Type:

Background: Adjourn to Closed Session - 5:30 PM - Board Members will meet privately via Zoom for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

Conference with Labor Negotiators - Pursuant to Subdivision 54957.6:
Agency designated representative: Timothy Erwin, Assistant Superintendent, Human Resources:

Employee organizations: Alameda Education Association (AEA), California School Employees Association Chapter 27 (CSEA 27), California School Employees Association Chapter 860 (CSEA 860) and Executive Cabinet/Administrative and Supervisory/Confidential/Licensed/Unrepresented.

Conference with Legal Counsel Regarding Existing Litigation Pursuant to Govt. Code Section 54956.9, subdivision (d) (1) (2 cases):

1) Katz v. Alameda Unified School District: Case No. 3:21-CV-00115-JD (United States District Court)

2) Traiman v. Alameda Unified School District: Case No. RG20061550 (Alameda County Superior Court).

Public Employee Discipline/Dismissal/Release - Pursuant to Government Code Section 44954 subdivision (b):

1) Release of Temporary Certificated Employee(s)

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation:

AUSD Guiding Principle:

Submitted By:

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Minutes - Minutes from the March 8th Board Meeting will be considered (5 Mins/Action)

Item Type: Action

Background: Staff has prepared minutes following Board Bylaw 9324 – Minutes and Recordings:
In order to ensure that the minutes are focused on Board action, the minutes shall include only a brief summary of the Board's discussion, but shall not include a verbatim record of the Board's discussion on each agenda topic or the names of Board members who made specific points during the discussion.

Minutes coming to the Board for approval are:

- March 8, 2022 Regular Board Meeting

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation: Approve as submitted.

AUSD Guiding Principle:

Submitted By: Kerri Lonergan, Senior Executive Assistant to the Superintendent and Board of Education

ATTACHMENTS:

Description	Upload Date	Type
☐ Unadopted minutes from March 8, 2022	3/21/2022	Backup Material

BOARD OF EDUCATION MEETING
March 8, 2022
Regular Meeting of the Board of Education
Meeting Held on Zoom Platform

UNADOPTED MINUTES

REGULAR MEETING: The regular meeting of the Board of Education was held on the date and place mentioned above.

A. CALL TO ORDER

1. Public Comment on Closed Session Topics:

The Board did not receive any public comments related to this agenda.

2. Adjourn to Closed Session - 5:30 PM

Board of Education Members present: Board President Jennifer Williams, Board Vice President Heather Little, Board Clerk Megan Sweet, Board Trustee Ardella Dailey, and Board Trustee Gary K. Lym.

AUSD staff members present: Superintendent Pasquale Scuderi, Assistant Superintendent, Human Resources, Timothy Erwin; Assistant Superintendent, Business Services Shariq Khan; Assistant Superintendent, Educational Services, Kirsten Zazo; Senior Director of Equity and African American/Multicultural Achievement, Shamar Edwards; Senior Manager of Community Affairs, Susan Davis.

Items discussed in Closed Session:

- Conference with Labor Negotiators: AEA, CSEA 27, CSEA 860, and Management employee groups were discussed.
- Release of Certain Certificated Probationary Employee(s)

3. Reconvene to Public Session - 6:30 PM - Via Zoom Video Conference

4. Call to Order - Pledge of Allegiance - Board of Education President Jennifer Williams led the Pledge of Allegiance

5. Introduction of Board Members and Staff Via Video Conference:

Board of Education Members present: Board President Jennifer Williams, Board Vice President Heather Little, Board Clerk Megan Sweet, Board Trustee Ardella Dailey, and Board Trustee Gary K. Lym.

Student Board Members present: Henry Mills, Alameda High School, Brian Lin, Encinal Jr. & Sr. High School, and Student Board Member William Lau, ASTI.

AUSD staff members present: Superintendent Pasquale Scuderi, Assistant Superintendent, Human Resources, Timothy Erwin; Assistant Superintendent, Business Services Shariq Khan; Assistant Superintendent, Educational Services, Kirsten Zazo; Senior Director of

Equity and African American/Multicultural Achievement, Shamar Edwards; Senior Manager of Community Affairs, Susan Davis and Senior Executive Assistant to the Superintendent, Kerri Lonergan.

6. Closed Session Action Report:

In Closed Session, the Board voted 5-0 to authorize the Assistant Superintendent of Human Resources to Non-Reelect certain probationary certificated employees from employment for the 2022 – 2023 school year.

B. MODIFICATION(S) OF THE AGENDA:

There were no modifications made to the agenda.

C. APPROVAL OF MINUTES:

Minutes from the February 8th Regular Board Meeting were submitted for approval.

Motion to adopt the Minutes from the February 17, 2022 Board of Education Meeting.

MOTION: Member Sweet

SECONDED: Member Dailey

ROLL CALL VOTE

ROLL CALL VOTE

STUDENT BOARD MEMBER VOTES

AYES: Members Mills, Lau, and Lin

NOES:

ABSTAIN:

BOARD MEMBER VOTES

AYES: Members Williams, Little, Sweet, Dailey, and Lym

NOES:

ABSTAIN:

MOTION APPROVED

D. COMMUNICATIONS

1. Celebrating Women's History Month During the Season for Nonviolence

A Season for Nonviolence is a national 64-day educational, media, and grassroots campaign dedicated to demonstrating that nonviolence is a powerful way to heal, transform, and empower our lives and our communities. Inspired by the memorial anniversaries of Mahatma Gandhi and Dr. Martin Luther King, Jr., this international event starts January 30 and ends April 4 and thus honors their vision for an empowered, non-violent world.

Since 1996, the County of Alameda and the City of Alameda have partnered with AUSD to create the Alameda Collaborative for Children, Youth, and

their Families (ACCYF). Moreover, ACCYF each year helps to support a city-wide speech contest.

March is Women's History Month so the Board has elected to have our Season for Non-Violence Reading feature a quote from a notable American woman who has made significant contributions to our country and the world.

Talia Kotovsky, the incoming Student Board member from Alameda High School, read tonight's principle of nonviolence word and quote.

The quote comes from Elizabeth Cady Stanton, who changed the social and political landscape of the United States of America by succeeding in her work to guarantee rights for women. Her unwavering dedication to women's suffrage resulted in the 19th amendment to the Constitution, which granted women the right to vote.

The word we are highlighting is JUSTICE

The quote from Ms. Cady Stanton is:

"A government is just only when the whole people share equally in its protection and advantages."

2. Public Comments:

Laura Katz, parent of AUSD students: Ms. Katz asked the Board to amend enrollment Board Policy to allow for a child with PTSD to be given priority for enrollment at AUSD open enrollment schools where there is a waiting list.

3. Written Correspondence:

The Board received 10 emails regarding General Business Item Number 1: *Update on Schools and COVID-19 Pandemic: Cases and Proposed Adjustments to AUSD Protocols.*

4. Report from Employee Organizations:

Cindy Zecher, California School Employees Association, Chapter 27 (CSEA 27): Ms. Zecher announced CSEA 27 had their first negotiations session last week, and she thanked the Human Resources team and her CSEA 27 Negotiations team for their time. Ms. Zecher stated CSEA 27 members endorsed AUSD's Bond measure that is on the ballot for the June election. Ms. Zecher thanked Robyn Kondo, AUSD Director of Technology and the Technology team for their support and for working so hard to keep computers and technology working at AUSD's school sites.

Charlie Satterfield, Alameda Education Association (AEA): Mr. Satterfield wished everyone a Happy International Women's Day. Mr. Satterfield announced AEA has reached a Tentative Agreement on salary, and AEA continues to bargain for their Successor Agreement. Mr. Satterfield stated he hopes we can match the cost of living in the area and he hopes we can keep the high quality teaching staff we have in Alameda, as there is a large amount of people moving out of the area due to the high cost of living.

5. PTA Council Report:

Gretchen Hoff Varner, PTA Council Vice President: Ms. Hoff Varner thanked the Board for voting to put the Bond measure on the ballot so that the District will have the funds it needs to improve our facilities. Ms. Hoff Varner stated the PTAC Executive Board drafted a letter to local politicians to ask for revisions to the Governor's Budget that will make funds in the budget more flexible and not tied to specific programs. Ms. Hoff Varner stated parents and families are grateful that we are in the space we are in that will allow us to make changes to the mask mandates that will put the decision to wear masks in the hands of parents. Ms. Hoff Varner stated PTAC leadership wants to model lifeskills that will teach our children to show support and kindness to all students and staff when it comes to wearing or not wearing masks. Ms. Hoff Varner stated the most important thing for parents and families is to keep our classes open and if it looks like case rates start to climb we are ready to wear masks again rather than have schools close like they did at the beginning of the pandemic.

6. Board Members' Report:

Board Vice President Heather Little: Board Member Little wished everyone a Happy International Women's Day. Board Member Little went to the Encinal High Crab Feed on Saturday and it was very well attended. Board Member Little stated it was two years to the day since the last time the school had a big gathering like that. Board Member Little thanked everyone who went and everyone who made the Crab Feed happen.

Board Clerk Megan Sweet: Board Member Sweet thanked incoming Alameda High Student Board member Talia for her reading earlier in the meeting. Board Member Sweet wished everyone a Happy International Women's Day. Member Sweet stated the Board Policy Subcommittee met and they voted to update many Board Policies. Board Member Sweet stated in honor of the Season of Nonviolence, her heart is with everyone who is suffering due to the situation in the Ukraine. .

Board Member Ardella Dailey: Board Member Ardella Dailey stated she has been selected as one of Girls Inc., of the Island City's Women Who Dare, along with Annika Miller, a student at Alameda High School, and Alyssa Nakken, an assistant coach for the San Francisco Giants. Board Member Dailey stated she was very proud of the honor and she thanked Girls Inc., of the Island City for recognizing her in this way.

Board Member Gary Lym: Board Member Lym recognized Women's History Month and he thanked the women he serves with on the Board for their leadership. Board Member Lym congratulated Board Member Dailey for being honored with the Women Who Dare award.

7. Student Board Members' Report:

Student Board Member William Lau: Student Board Member Lau wished his fellow Board Members and all women a Happy International Women's Day. Student Board Member Lau stated ASTI's motivation day is taking place.

This day is when former ASTI students come and talk about life after high school.

Student Board Member Brian Lin: Student Board Member Lin stated Encinal is holding an event to honor Black History Month on Thursday. Board Member Lin stated the Encinal Crab Feed was a massive success. Student Board Member Lin stated Kevin Gorham led the auction, which raised a lot of money. Student Board Member Lin stated the Youth Advisory Board recently met. Student Board Member Lin stated Spring Sports just started. Student Board Member Lin stated elections are coming up. Student Board Member Lin stated the College and Career Center is putting on a speaker series with speakers talking about jobs and wages they have.

Student Board Member Henry Mills: Student Board Member Mills thanked Talia for speaking earlier in the month and he stated he is looking forward to seeing Talia as part of the Board of Education. Student Board Member Mills stated there is a Virtual Tech Jobs Career Panel happening on Tuesday, March 15th. Student Board Member Mills stated speakers from Salesforce, BarkBox, Astra, Pixar, and Niantic will be on hand to describe their jobs and experience to students in attendance. Student Board Member Mills stated this Friday will be the annual Alameda High School Mock Congress which is always a really popular event. Student Board Member Mills stated last week the annual Social Justice Assembly took place and the topic this year was Consent. Board Member Mills stated a speaker from Bay Area Women Against Rape. Student Board Member Mills stated AHS students are committed to improving school climate at Alameda High to ensure the school is safe and welcoming for all.

8. Superintendent's Report:

Superintendent Pasquale Scuderi: Superintendent Scuderi recognized International Women's Day and thanked his female colleagues for their work. Superintendent Scuderi thanked PTAC Vice President Gretchen Hoff Varner for her comments about the Bond and the support PTAC is providing for the ballot measure. Superintendent Scuderi also thanked Ms. Hoff Varner for her comments about masking and having compassion for all students and families no matter the different choices families are making. Superintendent Scuderi announced the District will hold a series of Workshops/Study Sessions on the topic of Special Education, with the first in the series of these meetings happening on April 7th. Superintendent Scuderi thanked the teachers and principals of Love Elementary School for welcoming him at a recent visit. Superintendent Scuderi thanked the student leaders at Alameda High School for a recent fishbowl meeting they had on the culture at the school. Superintendent Scuderi invited the community to join him at a celebration of Black History Month on Saturday, March 12th at Encinal High School.

9. Student Advisory Group Report:

Student Board Member Henry Mills: Student Board Member Henry Mills stated the group will meet this week to reflect on the meetings held so far during the 2021-2022 school year. Student Board Member Mills stated the group will also discuss focus areas for the group for the rest of the school year.

E. ADOPTION OF THE CONSENT CALENDAR

1. Certificated Personnel Actions
2. Classified Personnel Actions
3. Approval of 2021-22 Consolidated Application Winter Reporting
4. Approval of Bill Warrants and Payroll Registers
5. Approval of Measure I Contracts (Standing Item)
6. Ratification of Contracts Executed Pursuant to Board Policy 3300

Motion to adopt the Consent Calendar.

MOTION: Member Little

SECONDED: Member Lym

ROLL CALL VOTE

STUDENT BOARD MEMBER VOTES

AYES: Members Mills, Lau, and Lin

NOES:

ABSTAIN:

BOARD MEMBER VOTES

AYES: Members Williams, Little, Sweet, Dailey, and Lym

NOES:

ABSTAIN:

MOTION APPROVED

F. GENERAL BUSINESS

1. Update on Schools and COVID-19 Pandemic: Cases Proposed Adjustments to
Superintendent Scuderi gave the Board and community and update on AUSD's new protocols and what he is going to ask the Board to approve. AUSD's new proposal includes:
 - To continue to strongly recommend indoor masking for all until further notice in alignment with state and county guidance
 - Masking becomes a family's option in alignment with state and county public health guidance AFTER March 11
 - Indoor assemblies will be discouraged in favor of outdoor assemblies until further notice.
 - All students in classes where a positive case is identified are strongly encouraged by public health to mask for 10 days while on campus
 - Staff and Board will review data and impact weekly

Staff will continue to monitor data and case rates to see if rates are climbing. Any potential threat to close schools would be mitigated with the ultimate goal of the District being to keep schools open. The following factors will guide the Superintendent, staff, and ultimately the Board when making decisions about changing masking mandates to make rules more restrictive:

- Have there been any changes or adjustments to guidance from state and county public health?
- Are there significant patterns of a sustained or substantial increase in confirmed cases within AUSD? This would be based on our ongoing and rigorous testing protocols, which will remain in effect indefinitely.
- Is there evidence of increased outbreaks in schools and persistent transmission due to in-school exposure
- Does Alameda County remain in the “medium” or “low” bands on the CDC’s community level scale?
- Have new variants been identified, and, if so, do they pose additional or elevate concerns in the opinion of public health officials?

Superintendent Scuderi asked the Board to approve the following new mandates as of March 14, 2022:

1. AUSD proposes to continue to strongly recommend indoor masking for all until further notice in alignment with state and county guidance
2. Masking becomes a family’s option in alignment with state and county public health guidance AFTER March 11
3. Indoor assemblies will be discouraged in favor of outdoor assemblies until further notice.
4. Staff and Board will review data and impact weekly
5. Board can reinstitute universal masking mandate if local conditions change in consultation with public health and legal counsel

Public Comments:

Savanna Cheer, AUSD parent: Ms. Cheer asked what supports would be in place for folks who are vulnerable. Ms. Cheer asked that messaging about the new protocols include information about being thoughtful to students and staff who choose to wear masks. Ms. Cheer asked that AUSD communication about masks be neutral.

Sami Ferris, AUSD parent: Ms. Ferris stated she agreed with the previous speaker and she asked that communication about the new protocols be neutral rather than favoring one choice over another.

Shana Zatinsky, AUSD parent: Ms. Zatinsky stated the CDC changed the guidance on masks due to political pressure. Ms. Zatinsky stated masks work to protect children. Ms. Zatinsky stated there are inconsistent messages being put out to families.

Lucy Yoo, AUD parent: Ms. Yoo thanked Superintendent Scuderi for showing and trusting the data. Ms. Yoo stated it is time to focus on student mental health. Ms. Yoo stated she agrees with the new protocols because children don't even know what their friends look like.

Elaine Mendes, AUD parent: Ms. Mendes stated her child comes home with severe headaches due to wearing a mask for many hours at a time. Ms. Mendes stated there are children with asthma who are struggling to wear their masks. Ms. Mendes asked the Board to vote to accept the Superintendent's proposal to make masks optional outside.

Maria Elena Moreno Rivas, AUD parent: Ms. Moreno Rivas stated families need to be the ones making decisions regarding whether or not their students wear masks.

Iris Mitchell, AUD parent: Ms. Iris applauded the efforts of the Superintendent and Board in getting things back to normal for students. Ms. Mitchell thanked the Superintendent and Board for basing their decisions on facts and science. Ms. Mitchell stated she is happy the district is moving forward. Ms. Mitchell stated masks are harmful to speech development in children.

Saskia Winter, AUD parent: Ms. Winter stated she agrees with the previous speaker and she thanked the Superintendent and Board for getting things back to normal for students. Ms. Mitchell thanked the Superintendent and Board for basing their decisions on facts and science. Ms. Mitchell stated she is happy the district is moving forward. Ms. Mitchell stated masks are harmful to speech development in children.

Motion to Approve Superintendent's recommended changes to AUD's Covid protocols as outlined in the presentation made.

MOTION: Member Dailey

SECONDED: Member Sweet

ROLL CALL VOTE

STUDENT BOARD MEMBER VOTES

AYES: Members Mills, Lau, and Lin

NOES:

ABSTAIN:

BOARD MEMBER VOTES

AYES: Members Williams, Little, Sweet, Dailey, and Lym

NOES:

ABSTAIN:

MOTION APPROVED

2. AUSD's Report on Findings of Academy of Alameda's Material Revision Request

On January 25, the Academy of Alameda submitted a request for Material Revision to the Alameda Unified School District's (AUSD) Board of Education.

The Academy of Alameda currently operates two charter schools; The Academy of Alameda Middle School and The Academy of Alameda Elementary School. The Academy of Alameda intends to merge the two charter schools into a single charter school named The Academy of Alameda that will serve students in grades K-8 beginning the 2022-23 school year, and grades TK-8 beginning the 2023-24 school year.

On February 8, 2022, The Academy of Alameda staff made a presentation to the Board of Education in support of their request for Material Revision. Additionally, AUSD staff shared AUSD's review process and criteria with the Board of Education.

Kirsten Zazo, Assistant Superintendent of Educational Services presented the findings from the conducted review. This item will be brought back on March 22, 2022 for the Board's decision on the Material Revision request.

3. Presentation on A-G Completion Improvement Grant

California AB-167 states the A-G Completion Improvement Grant Program is to "provide additional supports to local educational agencies (LEAs) to help increase the number of California high school pupils, particularly unduplicated pupils, who graduate high school meeting the A-G subject matter requirements for admission to the University of California and the California State University."

Vernon Walton, Ed.D., Director of Secondary Education gave the Board an overview of the funding, use of funds, and reporting around the A-G Completion Improvement Grant Plan, as well as AUSD's Action Plan 2022-2026.

4. Approval of Second Interim Financial Report

Twice during the fiscal year, a school district is required to submit a financial report certifying the district's ability to meet its financial obligations for the current year and two subsequent years. The reports examine the district's attendance, spending patterns, fund balance, reserve for economic uncertainties, and multi-year projections. Staff will present the 2021-2022 Second Interim which reports the district's financial position as of January 31, 2022.

Student Board Member Henry Mills left the meeting at 8:30pm

Public Comments:

Caroline Brossard, AUSD parent: Ms. Brossard asked if the staffing reductions on the agenda later tonight are included in the Second Interim Report?

5. Resolution Number 2021-2022.44 Recommendation to Decrease the Number of Certificated Employees Due to a Reduction in Particular Kinds of Services for the 2022-2023 School Year

Assistant Superintendent, Human Resources, Timothy Erwin gave the Board information about this agenda item. California Education Code Sections 44949 and 44955 set forth dates and procedures by which the Governing Board must express its intent to reduce and/or discontinue particular kinds of services now being offered by the District. Staff will recommend that services be reduced according to the least senior employee so long as the employee being retained is credentialed and competent to perform the assignment. The Superintendent or his/her designee shall give notice to affected certificated employees that their services may not be required for the ensuing school year.

Motion to approve Resolution Number 2021-2022.44 Recommendation to Decrease the Number of Certificated Employees Due to a Reduction in Particular Kinds of Services for the 2022-2023 School Year.

MOTION: Member Dailey

SECONDED: Member Little

ROLL CALL VOTE

STUDENT BOARD MEMBER VOTES

AYES: Members Lau and Lin

NOES:

ABSENT: Member Mills

BOARD MEMBER VOTES

AYES: Members Williams, Little, Sweet, Dailey, and Lym

NOES:

ABSTAIN:

MOTION APPROVED

Student Board Member Will Lau left the meeting at 9:01pm

6. Resolution Number 2021-2022.45 Recommendation to Decrease the Number of Classified Employees Due to a Lack of Work and/or Lack of Funds for the 2022-2023 School Year

Assistant Superintendent, Human Resources, Timothy Erwin gave the Board information about this agenda item. California Education Code Sections sections 45114, 45117, 45298 and 45308 permit the Governing Board to reduce or discontinue Classified services and terminate the employment of affected Classified employees not later than the beginning of the following school year due to lack of work and/or lack of funds.

Public Comments:

Caroline Brossard, AUSD parent: Ms. Brossard asked the Board to vote no on this item due to their being a paraprofessional on the list of reductions. Ms. Brossard stated Special Education staff should not be reduced due to the difficulty of finding people to fill these roles.

Motion to approve Resolution 2021-2022.45 Recommendation to Decrease the Number of Classified Employees Due to a Lack of Work and/or Lack of Funds for the 2022-2023 School Year.

MOTION: Member Lym

SECONDED: Member Dailey

ROLL CALL VOTE

STUDENT BOARD MEMBER VOTES

AYES: Member Lin

NOES:

ABSENT: Member Mills and Lau

BOARD MEMBER VOTES

AYES: Members Williams, Little, Sweet, Dailey, and Lym

NOES:

ABSTAIN:

MOTION APPROVED

- G. **ADJOURNMENT** – Board President Jennifer Williams adjourned the meeting at 9:11pm.

Respectively Submitted,

Kerri Lonergan
Senior Executive Assistant
Alameda Unified School District

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Celebrating Cesar Chavez Day During the Season for Non-Violence (5 Mins/Information)
Item Type:	Communication
Background:	<p>A Season for Nonviolence is a national 64-day educational, media, and grassroots campaign dedicated to demonstrating that nonviolence is a powerful way to heal, transform, and empower our lives and our communities. Inspired by the memorial anniversaries of Mahatma Gandhi and Dr. Martin Luther King, Jr., this international event starts January 30 and ends April 4 and thus honors their vision for an empowered, non-violent world.</p> <p>Since 1996, the County of Alameda and the City of Alameda have partnered with AUSD to create the Alameda Collaborative for Children, Youth, and their Families (ACCYF). Moreover, ACCYF each year helps to support a city-wide speech contest.</p> <p>Daily readings are just one of the highlighted activities practiced during the season. AUSD schools have been provided materials by which teachers and administrators integrate these daily readings into the school day.</p> <p>March 31st is Cesar Chavez Day, an American national commemorative holiday aimed to celebrate the birth and enduring legacy of the American civil rights and labor movement activist Cesar Chavez. This holiday is commemorated to promote service to the community in honor of Cesar Chavez's life and work.</p> <p>Today's principle of nonviolence is:</p> <p><i>SI SE PUEDE!</i> <i>"There is no such thing as defeat in nonviolence." Cesar Chavez</i></p>
AUSD LCAP Goals:	3. Support parent/guardian development as knowledgeable partners and effective advocates for student success.
Fund Codes:	
Fiscal Analysis	
Amount (Savings) (Cost):	N/A
Recommendation:	
AUSD Guiding Principle:	#4 - Parental involvement and community engagement are integral to student success.
Submitted By:	Kerri Lonergan, Senior Executive Assistant to the Superintendent and Board of Education

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Certificated Personnel Actions

Item Type: Consent

Background:

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): All positions shown are authorized by the board and are included in the 2021-2022 budget.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Timothy Erwin, Assistant Superintendent, Human Resources

ATTACHMENTS:

Description	Upload Date	Type
☐ Certificated Personnel Actions	3/23/2022	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Classified Personnel Actions

Item Type: Consent

Background:

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): All positions shown are authorized by the board and are included in the 2021-2022 budget.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Timothy Erwin, Assistant Superintendent, Human Resources

ATTACHMENTS:

Description	Upload Date	Type
☐ Classified Personnel Actions	3/23/2022	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of 2024-2025 School Year Calendar

Item Type: Consent

Background: The joint Calendar Committee met and presented two calendar options for each school year to AEA membership.

The attached calendars are the versions chosen by the Association and are now presented for Board approval.

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): No Fiscal Impact

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization.

Submitted By: Timothy Erwin, Chief Human Resources Officer

ATTACHMENTS:

Description	Upload Date	Type
2024-2025 school year calendar	3/21/2022	Backup Material

MONTH						Teaching Days		Cumulative Teaching Days		Important Dates	
Jul-2024	M	Tu	W	Th	F					First Day of School	
	1	2	3	4	5					Aug 15	
	8	9	10	11	12					Last Day of School	
	15	16	17	18	19					Jun 05	
	22	23	24	25	26						
	29	30	31			0	0				
Aug-2024				1	2					Staff Development Days	
	5	6	7	8	9					(No Students)	
	12	13	14	15	16					Aug 12	
	19	20	21	22	23					Aug 13	
	26	27	28	29	30	12	12			Oct 14	
Sep-2024	2	3	4	5	6					Jan 31	
	9	10	11	12	13					Teacher Work Days	
	16	17	18	19	20					(No Students)	
	23	24	25	26	27					Aug 14	
	30					20	32			Jun 06	
Oct-2024		1	2	3	4					Holidays and Breaks	
	7	8	9	10	11					Independence Day: Jul 04	
	14	15	16	17	18					Labor Day: Sep 02	
	21	22	23	24	25					Veteran's Day: Nov 11	
	28	29	30	31		22	54			Fall Break: Nov 25-Nov 29	Nov 28-Nov 29 Thanksgiving Holiday
Nov-2024	4	5	6	7	8					Winter Break: Dec 23-Jan 3	Dec 23 Half Day
	11	12	13	14	15					MLK Jr.: Jan 20	Dec 26 Admission Day
	18	19	20	21	22					Presidents Week: Feb 17-Feb 21	Feb 14-Feb 17 Presidents Day Holiday
	25	26	27	28	29	15	69			Spring Break: Mar 31-Apr 4	4/4 Spring Holiday
Dec-2024	2	3	4	5	6					Memorial Day May 26	
	9	10	11	12	13						
	16	17	18	19	20						
	23	24	25	26	27	15	84				
	30	31									
Jan-2025			1	2	3						
	6	7	8	9	10						
	13	14	15	16	17						
	20	21	22	23	24						
	27	28	29	30	31	18	102				
Feb-2025	3	4	5	6	7						
	10	11	12	13	14						
	17	18	19	20	21						
	24	25	26	27	28	15	117				
Mar-2025	3	4	5	6	7						
	10	11	12	13	14						
	17	18	19	20	21						
	24	25	26	27	28						
	31					21	138				
Apr-2025		1	2	3	4						
	7	8	9	10	11						
	14	15	16	17	18						
	21	22	23	24	25						
	28	29	30			17	155				
May-2025				1	2						
	5	6	7	8	9						
	12	13	14	15	16						
	19	20	21	22	23						
	26	27	28	29	30	21	176				
Jun-2025	2	3	4	5	6						
	9	10	11	12	13						
	16	17	18	19	20						
	23	24	25	26	27						
	30					4	180				

- = District Holiday
- = School Breaks
- = First and Last Student Day
- = Teacher PD Day
- = Teacher Workday

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval and Acceptance of Donations

Item Type: Consent

Background: Throughout the school year, donations are routinely accepted by the District. The donations are from various sources and are commonly designated for specific uses.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): Will increase the revenues of the District in the amount of \$32,626.08

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ Summary Site Donations	3/15/2022	Backup Material

2021-2022
Summary Site Donations
February 16, 2022 - March 15, 2022

Slip Date	Site	Donor	Amount	Site Total	Total Donations
3/4/2022	Alameda High	PearDeck	\$ 149.99		
2/2/2022	Alameda High	No Name	\$ 45.00		
1/28/2022	Alameda High	No Name	\$ 42.00		
3/11/2022	Alameda High	No Name	\$ 704.00		
				<u>\$ 940.99</u>	
2/16/2022	ASTI	ASTI ASB	\$ 1,090.00		
				<u>\$ 1,090.00</u>	
2/15/2022	Bay Farm	PTSA	\$ 10,000.00		
				<u>\$ 10,000.00</u>	
1/26/2022	EJSHS	Need My Transcript	\$ 2.00		
1/26/2022	EJSHS	Julienne Raceis	\$ 2.00		
1/26/2022	EJSHS	NeedMyTranscript	\$ 2.00		
1/26/2022	EJSHS	BSN Sports	\$ 340.00		
1/28/2022	EJSHS	GO FAN	\$ 445.00		
2/10/2022	EJSHS	ETeam Sponsor Inc	\$ 825.00		
2/28/2022	EJSHS	GO FAN	\$ 463.00		
2/28/2022	EJSHS	San Francisco 49 Foundation	\$ 1,000.00		
2/28/2022	EJSHS	GO FAN	\$ 50.00		
2/28/2022	EJSHS	GO FAN	\$ 629.00		
				<u>\$ 2,142.00</u>	
3/11/2022	Love	Kathleen Goyette Cagampan	\$ 13.00		
				<u>\$ 13.00</u>	
3/4/2022	Maya Lin	Maya Lin PTA	\$ 13,500.00		
				<u>\$ 13,500.00</u>	
2/3/2022	Otis	PTA	\$ 4,940.09		
				<u>\$ 4,940.09</u>	
					<u><u>\$ 32,626.08</u></u>

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Bill Warrants and Payroll Registers

Item Type: Consent

Background: On a routine basis, all payments from the funds of the District are made by written order of the Board of Education. This requirement is provided under Education Code 42631.

Twelve (12) redactions were made where posting of that information would violate agreed upon confidentiality settlements. The District is posting all bills and warrants except for the ones that are redacted.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): Will reduce the available funds of each respective site/department budget by \$1,965,110.44

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
□ Summary of Register	3/15/2022	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of CSBA Board Policy Updates

Item Type: Consent

Background: The California School Boards Association (CSBA) provides school districts regular recommended updates to Board Policies and Administrative Regulations. These updates reflect changes in state and federal law and ensure that our local policies remain compliant.

Changes to Board Policy are shared first with the Policy Subcommittee and, where no material changes are recommended, are usually referred for approval on the consent calendar. Where recommended changes represent significant impact to practice or relate to topics of current interest, they are brought to the Board as a general business item.

The following CSBA policy updates were reviewed by the subcommittee on March 3, 2022 (combined in one attachment):

- BP 0410 Nondiscrimination in District Programs and Activities
- BP 0420.42 Charter School Renewal
- BP 1312.3 Uniform Complaint Procedures
- BP 1340 Access to District Records
- BP 3230 Federal Grant Funds
- BP 3350 Travel Expenses
- BP 3452 Student Activity Funds
- BP 3516.5 Emergency Schedules
- BP 3530 Risk Management/Insurance
- BP 3600 Consultants
- BP 4112.2 Certification
- BP 4112.9/4212/9/4312/9 Employee Notifications
- BP 4119.25/4219.25/4319.25 Political Activities of Employees
- BP 4131 Staff Development
- BP 4140/4240/4340 Bargaining Units
- BP 4157/4257/4357 Employee Safety
- BP 5126 Awards and Achievement
- BP 5131 Conduct
- BP 5131.8 Mobile Communication Devices
- (NEW)
- BP 5141.21 Administering Medication and Monitoring Health Conditions
- BP 5141.4 Child Abuse Prevention and Reporting
- BP 5141.52 Suicide Prevention
- BP 5145.12 Search and Seizure
- BP 5145.9 Hate-Motivated Behavior
- BP 5148.3 Preschool/Early Childhood Education

- BP 6115 Ceremonies and Observances
- BP 6120 Response to Instruction and Intervention (NEW)
- BP 6142.1 Sexual health and HIV/AIDS Prevention Instruction
- BP 6142.5 Environmental Education
- BP 6142.8 Comprehensive Health Education
- BP 6143 Courses of Study
- BP 6146.1 High School Graduation Requirements
- BP 6146.18 Continuation High School Graduation Requirements (DELETE)
- BP 6158 Independent Study
- BP 6164.4 Identification and Evaluation of Individuals for Special Education
- BP 6164.41 Children with Disabilities Enrolled by their Parents in Private School
- BP 6164.5 Student Success teams
- BP 6173 Education for Homeless Children
- BP 7210 Facilities Financing

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 2a. Support all students in becoming college and career ready.| 3. Support parent/guardian development as knowledgeable partners and effective advocates for student success.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.| #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.| #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.| #4 - Parental involvement and community engagement are integral to student success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.| #7 - All employees must receive respectful treatment and professional support to achieve district goals.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

Description

Upload Date

Type

Policy 0410: Nondiscrimination In District Programs And Activities

Status: ADOPTED

Original Adopted Date: 08/25/2009 | Last Revised Date: 07/06/2018 | Last Reviewed Date: 07/06/2018

The Governing Board is committed to providing equal opportunity for all individuals in district programs and activities. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

The Superintendent or designee shall annually review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's web site and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, [Communication Accessed Realtime Translation services](#), assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school web sites, note takers, written materials, taped text, 1 and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a

disability that requires special assistance or services.

Persons requesting auxiliary aids and services shall make all reasonable efforts to give the District at least ten (10) business days' notice of the need auxiliary aids and services by submitting a written request for such services to the ADA Coordinator;

The failure to provide the District with the (10) business days' notice of the need for an auxiliary aid or service shall not, on its own, be just cause to deny such a request. In the event a request for auxiliary aids and services is submitted within less than ten (10) business days' notice, the District shall still make all reasonable efforts to furnish the appropriate auxiliary aids and services.

When the District receives a request for auxiliary aids and/or services for an individual with a disability at least ten (10) business days prior to needing the aid or service, the District shall respond in writing, unless the timing of the request precludes or renders a written response unnecessary, impractical, or unfeasible.

~~Reasonable notification should be given prior to a school-sponsored function, program, or meeting.~~

~~The individual identified in AR 1312.3 – Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state federal civil rights laws is hereby designated as~~ I ~~the district's ADA coordinator. He/she~~ shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

~~Chief Academic Officer~~ ADA
Coordinator

2060 Challenger Dr.
Alameda, CA 94501
(510) 337.7092 7101
sfong@alamedaunified.org klonergan@alamedaunified.org

Policy 0410: Nondiscrimination In District Programs And Activities

Status: ADOPTED

Original Adopted Date: 08/25/2009 | Last Revised Date: 07/06/2018 | Last Reviewed Date: 07/06/2018

The Governing Board is committed to providing equal opportunity for all individuals in district programs and activities. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

The Superintendent or designee shall annually review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's web site and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, Communication Accessed Realtime Translation services, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school web sites, note takers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a

disability that requires special assistance or services.

Persons requesting auxiliary aids and services shall make all reasonable efforts to give the District at least ten (10) business days' notice of the need auxiliary aids and services by submitting a written request for such services to the ADA Coordinator;

The failure to provide the District with the (10) business days' notice of the need for an auxiliary aid or service shall not, on its own, be just cause to deny such a request. In the event a request for auxiliary aids and services is submitted within less than ten (10) business days' notice, the District shall still make all reasonable efforts to furnish the appropriate auxiliary aids and services.

When the District receives a request for auxiliary aids and/or services for an individual with a disability at least ten (10) business days prior to needing the aid or service, the District shall respond in writing, unless the timing of the request precludes or renders a written response unnecessary, impractical, or unfeasible.

The district's ADA coordinator shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

ADA Coordinator

2060 Challenger Dr.
Alameda, CA 94501
(510) 337.7101
klonergan@alamedaunified.org

Policy ALAMEDA UNIFIED SCHOOL DISTRICT

adopted: August 25, 2009 Alameda, California

revised: July 6, 2018

revised:

Policy 0420.42: Charter School Renewal

**Status:
ADOPTED**

~~Original Adopted Date: 11/27/2012 | Last Revised Date: 10/27/2020 | Last Reviewed Date: 10/27/2020~~

Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0420.42(a)

CHARTER SCHOOL RENEWAL

The Governing Board believes that the ongoing operation of a charter school should be dependent on the school's effectiveness in achieving its mission and goals for student learning and other student outcomes. Whenever a charter school submits a petition for renewal of its charter, the Board shall review the petition thoroughly and in a timely manner, consistent with the timelines set out in the Education Code. The Board shall consider renewal petitions only of charters originally authorized by the Board itself or by the State Board of Education (SBE) on appeal after initial denial by the Board.

(cf. 0420.4 - Charter School Authorization)

(cf. 0420.41 - Charter School Oversight)

(cf. 0420.43 - Charter School Revocation)

(cf. 0500 - Accountability)

The Board shall deny the renewal petition of any charter school operated as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. _____ (Education Code 47604)

When a charter school, concurrently with its renewal petition, proposes to expand operations to one or more additional sites or grade levels, the charter school shall request a material revision to its charter. - The material revision may be made only with the approval of the Board and in accordance with the standards and criteria in Education Code 47605 for material revisions. _____ (Education Code 47607)

The Board recommends that a charter school submit its petition for renewal to the Board sufficiently early before the expiration of the term of the charter to allow the Board's deliberations and decision on the renewal petition to be completed with minimal disruption to the charter school's educational program in the renewal year.

The petition for renewal shall include a reasonably comprehensive description of how the charter school has met all new charter school requirements enacted into law after the charter was originally granted or last renewed. - (Education Code 47607; 5 CCR 11966.4)

Criteria for Granting or Denying Renewal

Renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605. However, a charter renewal shall not be denied based on the fiscal impact of the charter school on the district or a finding that the charter school is demonstrably unlikely to serve the interests of the entire community in which the school is located, as described in Education Code 47605. (Education Code 47607)

The signature requirement for charter authorization petitions is not applicable to petitions for renewal. (Education Code 47607)

; 5 CCR 11966.4)

BP 0420.42(b)

CHARTER SCHOOL RENEWAL (continued)

In determining whether to grant a charter renewal, the Board shall review both schoolwide performance and the performance of numerically significant student subgroups on the state and local indicators included in the California School Dashboard, giving greater weight to performance on measurements of academic performance. If the Dashboard indicators are not yet available for the most recently completed academic year before renewal, the Board shall consider verifiable data provided by the charter school related to the Dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system, for the most recent academic year. The Board shall only consider data from sources adopted by SBE. (Education Code 47607)

, 47607.2)

Following the Board's review, a renewal of the charter petition may be granted in accordance with a three-tiered system based on school performance, as follows:

1. Renewal of Five to Seven Years

~~A renewal shall be granted for a period of five to seven years to a~~

4. a. A charter school that is not eligible for technical assistance pursuant to Education Code 47607.3 ~~and that~~ shall be granted renewal for a period of five

to seven years when, for two consecutive years immediately preceding the renewal, or for two of the most recent years for which state data is available preceding the renewal if the two consecutive years immediately preceding the renewal decision include the 2019-20 or 2020-21 school year, the charter school achieved either of the following:- (Education Code 47607)

~~a.~~ (1)Received the two highest performance levels schoolwide on all the state indicators included in the Dashboard for which the charter school receives performance levels
-, provided the charter school has schoolwide performance levels on at least two measurements of academic performance per year in each of the two years

~~b.~~ (2)For all measurements of academic performance, received performance levels schoolwide that are the same or higher than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are higher than the state average
-, provided that the charter school has performance levels on at least two measurements of academic performance for at least two subgroups

b. If the charter school satisfies the above criteria, it shall only be required to update the renewal petition to include a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed and, as necessary, to reflect the current program offered by the charter school. (Education Code 47607)

BP 0420.42(c)

CHARTER SCHOOL RENEWAL (continued)

~~2.~~ 2. _____ Renewal of Five Years

~~a.~~ a. A renewal shall be granted for five years if clear and convincing evidence, demonstrated by verified data, shows either of the following:- (Education Code 47607.2)

~~i.~~ (1)Measurable increases in academic achievement, as defined by at least one year's progress for each year in school

~~ii.~~ (2)Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers

- ~~b.~~ b. For any such charter school, the Board may deny the renewal petition only upon making written factual findings that the charter school failed to meet or make sufficient progress toward meeting standards that provide a benefit to students at the school, that the closure of the charter school is in the best interest of students, and that the Board's decision provided greater weight to performance on measurements of academic performance. – (Education Code 47607.2)
- ~~3.~~ 3. Denial ~~with Option for~~ Two-Year Renewal
- ~~a.~~ a. The Board shall generally not renew a charter if, for two consecutive years immediately preceding the renewal decision, or for two of the most recent years for which state data is available immediately preceding the renewal if the two consecutive years immediately preceding the renewal decision include the 2019-20 or 2020-21 school year, either of the following applies: – (Education Code 47607.2)
- ~~i.~~ i. (1) The charter school has received the two lowest performance levels schoolwide on all the state indicators included in the Dashboard for which it receives performance levels:
–, provided the charter school has schoolwide performance levels on at least two measurements of academic performance per year in each of the two years
- ~~ii.~~ ii. (2) For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or lower than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are lower than the state average:
–, provided that the charter school has performance levels on at least two measurements of academic performance for at least two subgroups
- BP 0420.42(d)

CHARTER SCHOOL RENEWAL (continued)

- ~~b.~~ b. However, the Board may grant a two-year renewal to any such charter school if the Board makes written factual findings, setting forth specific facts to support the findings, that: – (Education Code 47607.2)
- ~~i.~~ i. (1) The charter school is taking meaningful steps to address the underlying cause(s) of low performance, and those steps are reflected,

or will be reflected, in a written plan adopted by the governing body of the charter school.

- ii. (2) There is clear and convincing evidence, demonstrated by verified data, showing achievement of the criteria specified in item #2a above

In addition to all the grounds stated above for denial of a charter renewal, the Board may deny renewal of a charter upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors or a finding that the school is not serving all students who wish to attend. When denying a charter renewal for either of these reasons, the Board shall provide the charter school at least 30 days' notice of the alleged violation and a reasonable opportunity to cure the violation, including the submission of a proposed corrective action plan. The Board may deny the renewal ~~shall be denied if the Board finds~~ for these reasons only upon a finding that either ~~that~~ the corrective action proposed by the charter school has been unsuccessful or that the violations are sufficiently severe and pervasive as to render a corrective action plan unviable. -Any finding that a school is not serving all students who wish to attend shall specifically identify the evidence supporting the finding. -_____ (Education Code 47607)

A charter school that ~~is eligible~~ qualifies for the state's Dashboard Alternative School Status shall not be subject to any of the above criteria. Instead, in determining whether to grant a charter renewal for such a charter school, the Board shall consider, in addition to the charter school's performance on the state and local indicators included in the Dashboard, the charter school's performance on alternative metrics applicable to the charter school based on the student population served. The Board shall meet with the charter school during the first year of the charter school's term to mutually agree to discuss alternative metrics to be considered and shall notify the charter school of the alternative metrics to be used within 30 days of this meeting. The Board may deny a charter renewal only upon making written findings, setting forth specific facts to support the findings, that the closure of the charter school is in the best interest of students. -_____ (Education Code 47607)

Timelines for Board Action

Within 60 days of receiving the renewal petition, the Board shall hold a public hearing to review documentation submitted by the charter school, determine the level of support for the

BP 0420.42(e)

CHARTER SCHOOL RENEWAL (continued)

petition, and obtain public input. A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete.____ (Education Code 47605)

The Board shall either grant or deny the charter renewal within 90 days of receiving the petition,~~or within 120. The date may be extended by an additional 30 days with the consent of if~~ both the petitioner and the Board. agree to the extension. (Education Code 47605)

At least 15 days before the public hearing at which the Board will grant or deny the charter petition, the Board shall publish all staff recommendations and recommended findings regarding the petition. During the public hearing, petitioners shall have equal time and opportunity to present evidence and testimony to respond to the staff recommendations and findings. _____ (Education Code 47605)

If the Board fails to make a written factual finding when required for denial of the petition pursuant to the section "Criteria for Granting or Denying Renewal" above within the required time period, the absence of a written factual finding shall be deemed an approval of the renewal petition. _____ (5 CCR 11966.4)

The Superintendent or designee shall provide notification to ~~CDE~~ the California Department of Education, within 10 calendar days of the Board's action, whenever a renewal of the charter is granted or denied. ____ (Education Code 47604.32; 5 CCR 11962.1)

If the Board denies a renewal petition, the charter school may submit its application for renewal to the County Board of Education within 30 days of the Board's written factual findings supporting the denial. ____ (Education Code 47605, 47607.5)

School

Closure

If a charter is not renewed and the charter school ceases operation, ~~the Board and/or the charter school shall implement~~ the school closure procedures specified in the charter in accordance with Education Code 47605 and 5 CCR 11962. shall be implemented. (Education Code ~~47603~~ 47604.32, 47605)

Policy

Legal Reference-Disclaimer: (see next page)

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

State

5 CCR 11960-11969

Ed. Code 47600-47616.7

Ed. Code 52052

Ed. Code 56145-56146

Ed. Code 60600-60649

Federal

20 USC 7223-7225

Management Resources

CSBA Publication

CSBA Publication

Website

Website

Website

Website

Website

Description

Charter schools

Charter Schools Act of 1992

Accountability; numerically significant student subgroups

Special education services in charter schools

Assessment of academic achievement

Description

Charter schools

Description

Charter Schools: A Guide for Governance Teams, rev. 2016

The Role of the Charter School Authorizer, Online Course

National Association of Charter School Authorizers

California Charter Schools Association

California Department of Education, Charter Schools

CSBA

U.S. Department of Education

Cross References

Code

0420.4

0420.4

0420.41

0420.41 E(1)

0420.43

0500

6162.51

6162.51

Description

Charter School Authorization

Charter School Authorization

Charter School Oversight

Charter School Oversight

Charter School Revocation

Accountability

State Academic Achievement Tests

State Academic Achievement Tests

BP 0420.42(f)

CHARTER SCHOOL RENEWAL (continued)

Legal Reference:

EDUCATION CODE

47600-47616.7 Charter Schools Act of 1992

52052 Definition of numerically significant student subgroup
56145-56146 Special education services in charter schools
60600-60649 Assessment of academic achievement
CODE OF REGULATIONS, TITLE 5
11962-11962.1 Definitions
11966.4 Submission of charter renewal petition
11966.5 Charter petitions that have not been renewed; submission to county board of education
UNITED STATES CODE, TITLE 20
7221-7221j Expanding opportunity through quality charter schools

Management Resources:

CSBA PUBLICATIONS

Charter Schools: A Guide for Governance Teams, rev. June 2021

WEB SITES

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

California Charter Authorizing Professionals: <https://calauthorizers.org>

California Charter Schools Association: <https://www.ccsa.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/ch>

National Association of Charter School Authorizers: <https://www.qualitycharters.org>

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

Policy
adopted:

CSBA POLICY MANUAL UPDATE
December 2021

CHARTER SCHOOL RENEWAL

The Governing Board believes that the ongoing operation of a charter school should be dependent on the school's effectiveness in achieving its mission and goals for student learning and other student outcomes. Whenever a charter school submits a petition for renewal of its charter, the Board shall review the petition thoroughly and in a timely manner, consistent with the timelines set out in the Education Code. The Board shall consider renewal petitions only of charters originally authorized by the Board itself or by the State Board of Education (SBE) on appeal after initial denial by the Board.

(cf. 0420.4 - Charter School Authorization)

(cf. 0420.41 - Charter School Oversight)

(cf. 0420.43 - Charter School Revocation)

(cf. 0500 - Accountability)

The Board shall deny the renewal petition of any charter school operated as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. (Education Code 47604)

When a charter school, concurrently with its renewal petition, proposes to expand operations to one or more additional sites or grade levels, the charter school shall request a material revision to its charter. The material revision may be made only with the approval of the Board and in accordance with the standards and criteria in Education Code 47605 for material revisions. (Education Code 47607)

The Board recommends that a charter school submit its petition for renewal to the Board sufficiently early before the expiration of the term of the charter to allow the Board's deliberations and decision on the renewal petition to be completed with minimal disruption to the charter school's educational program in the renewal year.

The petition for renewal shall include a reasonably comprehensive description of how the charter school has met all new charter school requirements enacted into law after the charter was originally granted or last renewed. (Education Code 47607; 5 CCR 11966.4)

Criteria for Granting or Denying Renewal

Renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605. However, a charter renewal shall not be denied based on the fiscal impact of the charter school on the district or a finding that the charter school is demonstrably unlikely to serve the interests of the entire community in which the school is located, as described in Education Code 47605. (Education Code 47607)

The signature requirement for charter authorization petitions is not applicable to petitions for renewal. (Education Code 47607; 5 CCR 11966.4)

In determining whether to grant a charter renewal, the Board shall review both schoolwide performance and the performance of numerically significant student subgroups on the state and local indicators included in the California School Dashboard, giving greater weight to performance on measurements of academic performance. If the Dashboard indicators are not yet available for the most recently completed academic year before renewal, the Board shall consider verifiable data provided by the charter school related to the Dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system, for the most recent academic year. The Board shall only consider data from sources adopted by SBE. (Education Code 47607, 47607.2)

Following the Board's review, a renewal of the charter petition may be granted in accordance with a three-tiered system based on school performance, as follows:

1. Renewal of Five to Seven Years

- a. A charter school that is not eligible for technical assistance pursuant to Education Code 47607.3 shall be granted renewal for a period of five to seven years when, for two consecutive years immediately preceding the renewal, or for two of the most recent years for which state data is available preceding the renewal if the two consecutive years immediately preceding the renewal decision include the 2019-20 or 2020-21 school year, the charter school achieved either of the following: (Education Code 47607)
 - (1) Received the two highest performance levels schoolwide on all the state indicators included in the Dashboard for which the charter school receives performance levels, provided the charter school has schoolwide performance levels on at least two measurements of academic performance per year in each of the two years
 - (2) For all measurements of academic performance, received performance levels schoolwide that are the same or higher than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are higher than the state average, provided that the charter school has performance levels on at least two measurements of academic performance for at least two subgroups
- b. If the charter school satisfies the above criteria, it shall only be required to update the renewal petition to include a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed and, as necessary, to reflect the current program offered by the charter school. (Education Code 47607)

2. Renewal of Five Years

- a. A renewal shall be granted for five years if clear and convincing evidence, demonstrated by verified data, shows either of the following: (Education Code 47607.2)

- (1) Measurable increases in academic achievement, as defined by at least one year's progress for each year in school
 - (2) Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers
 - b. For any such charter school, the Board may deny the renewal petition only upon making written factual findings that the charter school failed to meet or make sufficient progress toward meeting standards that provide a benefit to students at the school, that the closure of the charter school is in the best interest of students, and that the Board's decision provided greater weight to performance on measurements of academic performance. (Education Code 47607.2)
3. Denial/Two-Year Renewal
- a. The Board shall generally not renew a charter if, for two consecutive years immediately preceding the renewal decision, or for two of the most recent years for which state data is available immediately preceding the renewal if the two consecutive years immediately preceding the renewal decision include the 2019-20 or 2020-21 school year, either of the following applies: (Education Code 47607.2)
 - (1) The charter school has received the two lowest performance levels schoolwide on all the state indicators included in the Dashboard for which it receives performance levels, provided the charter school has schoolwide performance levels on at least two measurements of academic performance per year in each of the two years
 - (2) For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or lower than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are lower than the state average, provided that the charter school has performance levels on at least two measurements of academic performance for at least two subgroups
 - b. However, the Board may grant a two-year renewal to any such charter school if the Board makes written factual findings, setting forth specific facts to support the findings, that: (Education Code 47607.2)
 - (1) The charter school is taking meaningful steps to address the underlying cause(s) of low performance, and those steps are reflected, or will be reflected, in a written plan adopted by the governing body of the charter school.
 - (2) There is clear and convincing evidence, demonstrated by verified data, showing achievement of the criteria specified in item #2a above

In addition to all the grounds stated above for denial of a charter renewal, the Board may deny renewal of a charter upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors or a finding that the school is not serving all students who wish to attend. When denying a charter renewal for either of these reasons, the Board shall provide the charter school at least 30 days' notice of the alleged violation and a reasonable opportunity to cure the violation, including the submission of a proposed corrective action plan. The Board may deny the renewal for these reasons only upon a finding that either the corrective action proposed by the charter school has been unsuccessful or that the violations are sufficiently severe and pervasive as to render a corrective action plan unviable. Any finding that a school is not serving all students who wish to attend shall specifically identify the evidence supporting the finding. (Education Code 47607)

A charter school that qualifies for the state's Dashboard Alternative School Status shall not be subject to any of the above criteria. Instead, in determining whether to grant a charter renewal for such a charter school, the Board shall consider, in addition to the charter school's performance on the state and local indicators included in the Dashboard, the charter school's performance on alternative metrics applicable to the charter school based on the student population served. The Board shall meet with the charter school during the first year of the charter school's term to mutually agree to discuss alternative metrics to be considered and shall notify the charter school of the alternative metrics to be used within 30 days of this meeting. The Board may deny a charter renewal only upon making written findings, setting forth specific facts to support the findings, that the closure of the charter school is in the best interest of students. (Education Code 47607)

Timelines for Board Action

Within 60 days of receiving the renewal petition, the Board shall hold a public hearing to review documentation submitted by the charter school, determine the level of support for the petition, and obtain public input. A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. (Education Code 47605)

The Board shall either grant or deny the charter renewal within 90 days of receiving the petition. The date may be extended by an additional 30 days if both the petitioner and the Board agree to the extension. (Education Code 47605)

At least 15 days before the public hearing at which the Board will grant or deny the charter petition, the Board shall publish all staff recommendations and recommended findings regarding the petition. During the public hearing, petitioners shall have equal time and opportunity to present evidence and testimony to respond to the staff recommendations and findings. (Education Code 47605)

If the Board fails to make a written factual finding when required for denial of the petition pursuant to the section "Criteria for Granting or Denying Renewal" above within the required time period, the absence of a written factual finding shall be deemed an approval of the renewal petition.

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days of the Board's action, whenever a renewal of the charter is granted or denied. (Education Code 47604.32; 5 CCR 11962.1)

If the Board denies a renewal petition, the charter school may submit its application for renewal to the County Board of Education within 30 days of the Board's written factual findings supporting the denial. (Education Code 47605, 47607.5)

School Closure

If a charter is not renewed and the charter school ceases operation, the school closure procedures specified in the charter in accordance with Education Code 47605 and 5 CCR 11962 shall be implemented. (Education Code 47604.32, 47605)

Legal Reference:

EDUCATION CODE

47600-47616.7 *Charter Schools Act of 1992*

52052 *Definition of numerically significant student subgroup*

56145-56146 *Special education services in charter schools*

60600-60649 *Assessment of academic achievement*

CODE OF REGULATIONS, TITLE 5

11962-11962.1 *Definitions*

11966.4 *Submission of charter renewal petition*

11966.5 *Charter petitions that have not been renewed; submission to county board of education*

UNITED STATES CODE, TITLE 20

7221-7221j *Expanding opportunity through quality charter schools*

Management Resources:

CSBA PUBLICATIONS

Charter Schools: A Guide for Governance Teams, rev. June 2021

WEB SITES

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California Charter Schools Association: <https://www.ccsa.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/ch>

National Association of Charter School Authorizers: <https://www.qualitycharters.org>

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

Policy ALAMEDA UNIFIED SCHOOL DISTRICT

adopted: November 27, 2012 Alameda, California

revised: December 13, 2018

revised: October 27, 2020

revised:

~~Original Adopted Date: 11/15/2016 | Last Revised Date: 05/11/2021 | Last Reviewed Date: 05/11/2021~~

Community Relations

BP 1312.3(a)

UNIFORM COMPLAINT PROCEDURES

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 resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

Complaints Subject to UCP

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

4. 1. Accommodations for pregnant and parenting students- (Education Code 46015)

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

2. Adult education programs- (Education Code 8500-8538, 52334.7, 52500-52617)

(cf. 6200 - Adult Education)

- ~~3.~~ 3. ~~After School Education and Safety programs-~~ (Education Code 8482-8484.65)

(cf. 5148.2 - Before/After School Programs)

4. 4. Agricultural career technical education- (Education Code 52460-52462)

5. Career technical and technical education and career technical and technical training programs _____(Education Code 52300-52462)

(cf. 6178 - Career Technical Education)

(cf. 6178.1 - Work-Based Learning)

- ~~6.~~ 6. _____ Child care and development programs- (Education Code 8200-~~8498~~-8488)

(cf. 5148 - Child Care and Development)

- ~~7.~~ 7. _____ Compensatory education- (Education Code 54400)
-

(cf. 6171 - Title I Programs)

- ~~8.~~ 8. Consolidated categorical aid programs- (Education Code 33315; 34 CFR 299.10-299.12)
-

BP 1312.3(b)

UNIFORM COMPLAINT PROCEDURES (continued)

- ~~9.~~ 9. Course periods without educational content, ~~when students in grades 9-12 are assigned to such courses more than one week in any semester or in a course the student has previously satisfactorily completed, unless specified conditions are met~~ (Education Code 51228.1-51228.3)
-

(cf. 6152 - Class Assignment)

- ~~10.~~ 10. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on ~~the~~ a person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, 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 the person's association with a person or group with one or more of these actual or perceived characteristics- (5 CCR 4610)
-

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

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

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

- ~~11.~~ 11. Educational and graduation requirements for students in foster care, homeless students, students from military families, and students formerly in a juvenile court school, ~~migrant students, and immigrant students participating in a newcomer program~~ (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)
-

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6173.3 - Education for Juvenile Court School Students)

- ~~12.~~ 12. Every Student Succeeds Act- (Education Code 52059.5; 20 USC 6301 et seq.)
-

- ~~13.~~ 13. Local control and accountability plan- (Education Code 52075)
-

(cf. 0460 - Local Control and Accountability Plan)

- ~~14.~~ 14. Migrant education- (Education Code 54440-54445)
-

(cf. 6175 - Migrant Education Program)

- ~~15.~~ 15. Physical education instructional minutes- (Education Code 51210, 51222, 51223)
-

(cf. 6142.7 - Physical Education and Activity)

BP 1312.3(c)

UNIFORM COMPLAINT PROCEDURES (continued)

- ~~16.~~ 16. Student fees- (Education Code 49010-49013)
-

(cf. 3260 - Fees and Charges)

- ~~17.~~ 17. Reasonable accommodations to a lactating student- (Education Code 222)
-

- ~~18.~~ 18. Regional occupational centers and programs- (Education Code 52300-52334.7)
-

(cf. 6178.2 - Regional Occupational Center/Program)

- ~~19.~~ 19. School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding- (Education Code 64001)
-

(cf. 0420 - School Plans/Site Councils)

- ~~20.~~ 20. School safety plans- (Education Code 32280-32289)
-

(cf. 0450 - Comprehensive Safety Plan)

- ~~21.~~ 21. School site councils as required for the consolidated application for specified federal and/or state categorical funding- (Education Code 65000)
-

(cf. 0420 - School Plans/Site Councils)

- ~~22.~~ 22. State preschool programs- (Education Code ~~8235-8239.1~~
~~-8207-8225~~)

(cf. 5148.3 - Preschool/Early Childhood Education)

- ~~23.~~ 23. State preschool health and safety issues in license-exempt programs- (Education Code ~~8235.5~~
~~-8212~~)

- ~~24.~~ 24. 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
-

- ~~25.~~ 25. Any other state or federal educational program the Superintendent of Public Instruction or designee deems appropriate

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used

BP 1312.3(d)

UNIFORM COMPLAINT PROCEDURES (continued)

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.

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

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

When an allegation that is not subject to 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 requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

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

The Superintendent or designee 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.

(cf. 3580 - District Records)

Non-UCP

Complaints

The following complaints shall not be subject to the district's UCP but shall be investigated and resolved by the specified agency or through an alternative process:

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

(cf. 5141.4 - Child Abuse Prevention and Reporting)

BP 1312.3(e)

UNIFORM COMPLAINT PROCEDURES (continued)

- ~~2.~~ 2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services.- (5 CCR 4611)
-
- ~~3.~~ 3. Any complaint alleging that a student, while in an education program or activity in which the district exercises substantial control over the context and respondent, was subjected to sexual harassment as defined in 34 CFR 106.30 shall be addressed through the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as specified in AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.
- ~~3.~~ 4. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.
-
- ~~4.~~ 5. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education; (FAPE), failure or refusal to implement a due process hearing order to which the district is subject, or a physical safety concern that interferes with the district's provision of FAPE shall be submitted to the California Department of Education (CDE) in accordance with AR 6159.1 - Procedural Safeguards and Complaints for Special Education.-_____ (5 CCR 3200-3205)
-

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

- ~~5.~~ 6. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with BP 3555 - Nutrition Program Compliance.- (5 CCR 15580-15584)
-
- ~~6.~~ 7. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with BP 3555 - Nutrition Program

-

7. ~~8.~~ 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 shall be investigated and resolved in accordance with AR 1312.4 - Williams Uniform Complaint Procedures.- (Education Code 35186)

Policy_____

BP 1312.3(f)

UNIFORM COMPLAINT PROCEDURES (continued)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference-Disclaimer:

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

State

2-CCR 11023

5-CCR 15580-15584

5-CCR 3200-3205

5-CCR 4600-4670

5-CCR 4680-4687

5-CCR 4690-4694

5-CCR 4900-4965

Ed. Code 200-262.4

Ed. Code 18100-18203

Ed. Code 32221.5

Ed. Code 32280-32289

Ed. Code 35186

Ed. Code 46015

Ed. Code 48853-48853.5

Ed. Code 48985

Ed. Code 49010-49014

Ed. code 49060-49079

Ed. Code 49069.5

Ed. Code 49490-49590

Ed. Code 49701

Ed. Code 51210

Ed. Code 51222

Description

Harassment and discrimination prevention and correction

Child nutrition programs complaint procedures

Special education compliance complaints

Uniform complaint procedures

Williams uniform complaint procedures

Complaints regarding health and safety issues in license-exempt preschool programs

Nondiscrimination in elementary and secondary education programs

Educational equity; prohibition of discrimination on the basis of sex

School libraries

Insurance for athletic team members

School safety plans

Williams uniform complaint procedures

Parental leave for students

Foster youth

Notices in language other than English

Student fees

Student records

Records of foster youth

Child nutrition programs

Interstate Compact on Educational Opportunity for Military Children

Courses of study grades 1-6

Physical education

Ed. Code 51223	Physical education, elementary schools
Ed. Code 51225.1-51225.2	Foster youth, homeless children, former juvenile court school students; course credits; graduation requirements
Ed. Code 51226-51226.1	Career technical education
Ed. Code 51228.1-51228.3	Course periods without educational content
Ed. Code 52059.5	Statewide system of support
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52075	Complaint for lack of compliance with local control and accountability plan requirements
Ed. Code 52300-52462	Career technical education
Ed. Code 52500-52616.24	Adult schools
Ed. Code 54400-54425	Compensatory education programs
Ed. Code 54440-54445	Migrant education
Ed. Code 54460-54529	Compensatory education programs
Ed. Code 59000-59300	Special schools and centers
Ed. Code 64000-64001	Consolidated application process; school plan for student achievement
Ed. Code 65000-65001	School site councils
Ed. Code 8200-8498	Child care and development programs
Ed. Code 8500-8538	Adult basic education
Gov. Code 11135	Nondiscrimination in programs or activities funded by state
Gov. Code 11135	<u>Discrimination</u>
Gov. Code 12900-12996	Fair Employment and Housing Act
H&S Code 1596.792	California Child Day Care Act; general provisions and definitions
H&S Code 1596.7925	California Child Day Care Act; health and safety regulations
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Civil rights; crimes
Federal	Description
20 USC 1221	Application of laws
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1681-1688	Title IX of the Education Amendments of 1972
20 USC 6301-6576	Title I Improving the Academic Achievement of the Disadvantaged
20 USC 6801-7014	Title III language instruction for limited English proficient and immigrant students
28 CFR 35.107	Nondiscrimination on basis of disability; complaints
29 USC 794	Rehabilitation Act of 1973, Section 504
34 CFR 100.3	Prohibition of discrimination on basis of race, color or national origin
34 CFR 104.7	Designation of responsible employee for Section 504
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs
34 CFR 106.8	Designation of responsible employee for Title IX
34 CFR 106.9	Notification of nondiscrimination on basis of sex
34 CFR 110.25	Notification of nondiscrimination on the basis of age
34 CFR 99.1-99.67	Family Educational Rights and Privacy Act
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12101-12213	Title II equal opportunity for individuals with disabilities
42 USC 2000d-2000e-17	Title VI and Title VII Civil Rights Act of 1964, as amended

42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age Discrimination Act of 1975
Management Resources	Description
California Department of Education Publication	Uniform Complaint Procedure 2020-21 Program Instrument
California Department of Education Publication	Sample UCP Board Policies and Procedures
U.S. DOE, Office For Civil Rights Publication	Dear Colleague Letter, September 22, 2017
U.S. DOE, Office For Civil Rights Publication	Dear Colleague Letter: Title IX Coordinators, April 2015
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Harassment and Bullying, October 2010
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014
U.S. DOE, Office for Civil Rights Publication	Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
U.S. DOJ Publication	Guidance to Federal Financial Assistance Recipients Regarding Title VI, 2002
Website	U.S. Department of Justice
Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0420.41	Charter School Oversight
0420.41-E(1)	Charter School Oversight
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1100	Communication With The Public
1100	Communication With The Public
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1114	District Sponsored Social Media
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1312.1	Complaints Concerning District Employees

1312.1	<u>Complaints Concerning District Employees</u>
1312.2	<u>Complaints Concerning Instructional Materials</u>
1312.2	<u>Complaints Concerning Instructional Materials</u>
1312.2-E(1)	<u>Complaints Concerning Instructional Materials</u>
1312.4	<u>Williams Uniform Complaint Procedures</u>
1312.4-E(1)	<u>Williams Uniform Complaint Procedures</u>
3260	<u>Fees And Charges</u>
3260	<u>Fees And Charges</u>
3580	<u>District Records</u>
3580	<u>District Records</u>
4030	<u>Nondiscrimination In Employment</u>
4030	<u>Nondiscrimination In Employment</u>
4112.23	<u>Special Education Staff</u>
4112.9	<u>Employee Notifications</u>
4112.9	<u>Employee Notifications</u>
4112.9-E(1)	<u>Employee Notifications</u>
4118	<u>Dismissal/Suspension/Disciplinary Action</u>
4118	<u>Dismissal/Suspension/Disciplinary Action</u>
4119.1	<u>Civil And Legal Rights</u>
4119.11	<u>Sexual Harassment</u>
4119.11	<u>Sexual Harassment</u>
4119.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4212.9	<u>Employee Notifications</u>
4212.9	<u>Employee Notifications</u>
4212.9-E(1)	<u>Employee Notifications</u>
4218	<u>Dismissal/Suspension/Disciplinary Action</u>
4218	<u>Dismissal/Suspension/Disciplinary Action</u>
4219.1	<u>Civil And Legal Rights</u>
4219.11	<u>Sexual Harassment</u>
4219.11	<u>Sexual Harassment</u>
4219.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4231	<u>Staff Development</u>
4231	<u>Staff Development</u>
4244	<u>Complaints</u>
4244	<u>Complaints</u>
4312.9	<u>Employee Notifications</u>
4312.9	<u>Employee Notifications</u>
4312.9-E(1)	<u>Employee Notifications</u>
4319.1	<u>Civil And Legal Rights</u>
4319.11	<u>Sexual Harassment</u>
4319.11	<u>Sexual Harassment</u>
4319.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4331	<u>Staff Development</u>
4331	<u>Staff Development</u>
4344	<u>Complaints</u>
4344	<u>Complaints</u>
5116.1	<u>Intradistrict Open Enrollment</u>
5116.1	<u>Intradistrict Open Enrollment</u>
5117	<u>Interdistrict Attendance</u>

5117	<u>Interdistrict Attendance</u>
5125	<u>Student Records</u>
5125	<u>Student Records</u>
5131.62	<u>Tobacco</u>
5131.62	<u>Tobacco</u>
5137	<u>Positive School Climate</u>
5141.4	<u>Child Abuse Prevention And Reporting</u>
5144	<u>Discipline</u>
5144	<u>Discipline</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.6	<u>Parental Notifications</u>
5145.6 E(1)	<u>Parental Notifications</u>
5145.7	<u>Sexual Harassment</u>
5145.7	<u>Sexual Harassment</u>
5145.71	<u>Title IX Sexual Harassment Complaint Procedures</u>
5145.71 E(1)	<u>Title IX Sexual Harassment Complaint Procedures</u>
5146	<u>Married/Pregnant/Parenting Students</u>
5146	<u>Married/Pregnant/Parenting Students</u>
5148	<u>Child Care And Development</u>
5148	<u>Child Care And Development</u>
5148.2	<u>Before/After School Programs</u>
5148.2	<u>Before/After School Programs</u>
5148.3	<u>Preschool/Early Childhood Education</u>
5148.3	<u>Preschool/Early Childhood Education</u>
6142.1	<u>Sexual Health And HIV/AIDS Prevention Instruction</u>
6142.1	<u>Sexual Health And HIV/AIDS Prevention Instruction</u>
6142.7	<u>Physical Education And Activity</u>
6142.7	<u>Physical Education And Activity</u>
6145	<u>Extracurricular And Cocurricular Activities</u>
6145	<u>Extracurricular And Cocurricular Activities</u>
6145.2	<u>Athletic Competition</u>
6145.2	<u>Athletic Competition</u>
6146.1	<u>High School Graduation Requirements</u>
6146.1	<u>High School Graduation Requirements</u>
6152	<u>Class Assignment</u>
6159	<u>Individualized Education Program</u>
6159	<u>Individualized Education Program</u>
6159.1	<u>Procedural Safeguards And Complaints For Special Education</u>
6159.1	<u>Procedural Safeguards And Complaints For Special Education</u>
6159.2	<u>Nonpublic, Nonsectarian School And Agency Services For Special Education</u>
6159.2	<u>Nonpublic, Nonsectarian School And Agency Services For Special Education</u>
6159.3	<u>Appointment Of Surrogate Parent For Special Education Students</u>

6159.3	<u>Appointment Of Surrogate Parent For Special Education Students</u>
6164.4	<u>Identification And Evaluation Of Individuals For Special Education</u>
6164.4	<u>Identification And Evaluation Of Individuals For Special Education</u>
6171	<u>Title I Programs</u>
6171	<u>Title I Programs</u>
6173	<u>Education For Homeless Children</u>
6173	<u>Education For Homeless Children</u>
6173-E(1)	<u>Education For Homeless Children</u>
6173.1	<u>Education For Foster Youth</u>
6173.1	<u>Education For Foster Youth</u>
6173.2	<u>Education Of Children Of Military Families</u>
6175	<u>Migrant Education Program</u>
6175	<u>Migrant Education Program</u>
6178	<u>Career Technical Education</u>
6178	<u>Career Technical Education</u>
6178.1	<u>Work-Based Learning</u>
6178.1	<u>Work-Based Learning</u>
6178.2	<u>Regional Occupational Center/Program</u>
6200	<u>Adult Education</u>
6200	<u>Adult Education</u>
6200-E(1)	<u>Adult Education</u>
9000	<u>Role Of The Board</u>
9011	<u>Disclosure Of Confidential/Privileged Information</u>
9012	<u>Board Member Electronic Communications</u>
9124	<u>Attorney</u>
9200	<u>Limits Of Board Member Authority</u>
9321	<u>Closed Session</u>
9322	<u>Agenda/Meeting Materials</u>

EDUCATION CODE

200-262.4 Prohibition of discrimination

8200-8488 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32280-32289.5 School safety plan, uniform complaint procedures

35186 Williams uniform complaint procedures

46015 Parental leave for students

48645.7 Juvenile court schools

48853-48853.5 Foster youth

48985 Notices in language other than English

49010-49014 Student fees

49060-49079 Student records, especially:

49069.5 Records of foster youth

49490-49590 Child nutrition programs

49701 Interstate Compact on Educational Opportunity for Military Children

51210 Courses of study grades 1-6

51222 Physical education, secondary schools

51223 Physical education, elementary schools

51225.1-51225.2 Foster youth, homeless children, former juvenile court school students, military-connected students, migrant students, and newly arrived immigrant students; course credits; graduation requirements

51226-51226.1 Career technical education
51228.1-51228.3 Course periods without educational content
52059.5 Statewide system of support
52060-52077 Local control and accountability plan, especially:
52075 Complaint for lack of compliance with local control and accountability plan requirements
52300-52462 Career technical education
52500-52617 Adult schools
54400-54425 Compensatory education programs
54440-54445 Migrant education
54460-54529 Compensatory education programs
59000-59300 Special schools and centers
64000-64001 Consolidated application process; school plan for student achievement
65000-65001 School site councils
GOVERNMENT CODE
11135 Nondiscrimination in programs or activities funded by state
12900-12996 Fair Employment and Housing Act

Legal Reference continued: (see next page)

BP 1312.3(g)

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference: (continued)

HEALTH AND SAFETY CODE
1596.792 California Child Day Care Act; general provisions and definitions
1596.7925 California Child Day Care Act; health and safety regulations
PENAL CODE
422.55 Hate crime; definition
422.6 Interference with constitutional right or privilege
CODE OF REGULATIONS, TITLE 2
11023 Harassment and discrimination prevention and correction
CODE OF REGULATIONS, TITLE 5
3200-3205 Special education compliance complaints
4600-4670 Uniform complaint procedures
4680-4687 Williams uniform complaint procedures
4690-4694 Complaints regarding health and safety issues in license-exempt preschool programs
4900-4965 Nondiscrimination in elementary and secondary education programs
15580-15584 Child nutrition programs complaint procedures
UNITED STATES CODE, TITLE 20
1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972
6301-6576 Title I Improving the academic achievement of the disadvantaged
6801-7014 Title III language instruction for English Learners and immigrant students
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
11431-11435 McKinney-Vento Homeless Assistance Act
12101-12213 Title II equal opportunity for individuals with disabilities
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy Act
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.1-106.82 Nondiscrimination on the basis of sex in education programs, especially:
106.8 Designation of responsible employee and adoption of grievance procedures
106.30 Definitions
106.44 Response to notice of sexual harassment
106.45 Titles IX sexual harassment complaint procedures
110.25 Notification of nondiscrimination on the basis of age

Management Resources: (see next page)

BP 1312.3(h)

UNIFORM COMPLAINT PROCEDURES (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Sample UCP Board Policies and Procedures
Uniform Complaint Procedure 2021-22 Program Instrument
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Questions and Answers on the Title IX Regulations on Sexual Harassment, July 2021
Part I: Questions and Answers Regarding the Department's Title IX Regulations, January 2021
Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014
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, 2007
WEB SITES
CSBA: <http://www.csba.org>
California Department of Education: <http://www.cde.ca.gov>
California Department of Fair Employment and Housing: <https://www.dfeh.ca.gov>
California Department of Social Services: <https://www.cdss.ca.gov>
Student Privacy Policy Office: <http://www2.ed.gov/about/offices/list/opepd/sppo>
U.S. Department of Agriculture: <https://www.usda.gov>
U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/ocr>
U.S. Department of Justice: <http://www.justice.gov>

Policy	CSBA POLICY MANUAL UPDATE
adopted:	December 2021

UNIFORM COMPLAINT PROCEDURES

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 resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

Complaints Subject to UCP

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

1. Accommodations for pregnant and parenting students (Education Code 46015)

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

2. Adult education programs (Education Code 8500-8538, 52334.7, 52500-52617)

(cf. 6200 - Adult Education)

3. After School Education and Safety programs (Education Code 8482-8484.65)

(cf. 5148.2 - Before/After School Programs)

4. Agricultural career technical education (Education Code 52460-52462)

5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)

(cf. 6178 - Career Technical Education)

(cf. 6178.1 - Work-Based Learning)

6. Child care and development programs (Education Code 8200-8488)

(cf. 5148 - Child Care and Development)

7. Compensatory education (Education Code 54400)

(cf. 6171 - Title I Programs)

8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)

9. Course periods without educational content (Education Code 51228.1-51228.3)

(cf. 6152 - Class Assignment)

10. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on a person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, 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 the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

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

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

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

11. Educational and graduation requirements for students in foster care, homeless students, students from military families, and students formerly in a juvenile court school (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6173.3 - Education for Juvenile Court School Students)

12. Every Student Succeeds Act (Education Code 52059.5; 20 USC 6301 et seq.)

13. Local control and accountability plan (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

14. Migrant education (Education Code 54440-54445)

(cf. 6175 - Migrant Education Program)

15. Physical education instructional minutes (Education Code 51210, 51222, 51223)

(cf. 6142.7 - Physical Education and Activity)

16. Student fees (Education Code 49010-49013)

(cf. 3260 - Fees and Charges)

17. Reasonable accommodations to a lactating student (Education Code 222)

18. Regional occupational centers and programs (Education Code 52300-52334.7)

(cf. 6178.2 - Regional Occupational Center/Program)

19. School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)

(cf. 0420 - School Plans/Site Councils)

20. School safety plans (Education Code 32280-32289)

(cf. 0450 - Comprehensive Safety Plan)

21. School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)

(cf. 0420 - School Plans/Site Councils)

22. State preschool programs (Education Code 8207-8225)

(cf. 5148.3 - Preschool/Early Childhood Education)

23. State preschool health and safety issues in license-exempt programs (Education Code 8212)

24. 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

25. Any other state or federal educational program the Superintendent of Public Instruction or designee deems appropriate

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

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

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

(cf. 5125 - Student Records)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

When an allegation that is not subject to 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 requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee 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.

(cf. 3580 - District Records)

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be investigated and resolved by the specified agency or through an alternative process:

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division or the appropriate law enforcement agency. (5 CCR 4611)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services. (5 CCR 4611)
3. Any complaint alleging that a student, while in an education program or activity in which the district exercises substantial control over the context and respondent, was subjected to sexual harassment as defined in 34 CFR 106.30 shall be addressed through the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as specified in AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.
4. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.
5. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education (FAPE), failure or refusal to implement a due process hearing order to which the district is subject, or a physical safety concern that interferes with the district's provision of FAPE shall be submitted to the California Department of Education (CDE) in accordance with AR 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200-3205)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

6. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)
7. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15582)
8. 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 shall be investigated and resolved in accordance with AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
 8200-8488 Child care and development programs
 8500-8538 Adult basic education
 18100-18203 School libraries
 32280-32289.5 School safety plan, uniform complaint procedures
 35186 Williams uniform complaint procedures
 46015 Parental leave for students
 48645.7 Juvenile court schools
 48853-48853.5 Foster youth
 48985 Notices in language other than English
 49010-49014 Student fees
 49060-49079 Student records, especially:
 49069.5 Records of foster youth
 49490-49590 Child nutrition programs
 49701 Interstate Compact on Educational Opportunity for Military Children
 51210 Courses of study grades 1-6
 51222 Physical education, secondary schools
 51223 Physical education, elementary schools
 51225.1-51225.2 Foster youth, homeless children, former juvenile court school students, military-connected students, migrant students, and newly arrived immigrant students; course credits; graduation requirements
 51226-51226.1 Career technical education
 51228.1-51228.3 Course periods without educational content
 52059.5 Statewide system of support
 52060-52077 Local control and accountability plan, especially:
 52075 Complaint for lack of compliance with local control and accountability plan requirements
 52300-52462 Career technical education
 52500-52617 Adult schools
 54400-54425 Compensatory education programs
 54440-54445 Migrant education
 54460-54529 Compensatory education programs
 59000-59300 Special schools and centers

64000-64001 Consolidated application process; school plan for student achievement
65000-65001 School site councils
GOVERNMENT CODE
11135 Nondiscrimination in programs or activities funded by state
12900-12996 Fair Employment and Housing Act
HEALTH AND SAFETY CODE
1596.792 California Child Day Care Act; general provisions and definitions
1596.7925 California Child Day Care Act; health and safety regulations
PENAL CODE
422.55 Hate crime; definition
422.6 Interference with constitutional right or privilege
CODE OF REGULATIONS, TITLE 2
11023 Harassment and discrimination prevention and correction
CODE OF REGULATIONS, TITLE 5
3200-3205 Special education compliance complaints
4600-4670 Uniform complaint procedures
4680-4687 Williams uniform complaint procedures
4690-4694 Complaints regarding health and safety issues in license-exempt preschool programs
4900-4965 Nondiscrimination in elementary and secondary education programs
15580-15584 Child nutrition programs complaint procedures
UNITED STATES CODE, TITLE 20
1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972
6301-6576 Title I Improving the academic achievement of the disadvantaged
6801-7014 Title III language instruction for English Learners and immigrant students
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
11431-11435 McKinney-Vento Homeless Assistance Act
12101-12213 Title II equal opportunity for individuals with disabilities
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy Act
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.1-106.82 Nondiscrimination on the basis of sex in education programs, especially:
106.8 Designation of responsible employee and adoption of grievance procedures
106.30 Definitions
106.44 Response to notice of sexual harassment
106.45 Titles IX sexual harassment complaint procedures
110.25 Notification of nondiscrimination on the basis of age

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Sample UCP Board Policies and Procedures
Uniform Complaint Procedure 2021-22 Program Instrument
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Questions and Answers on the Title IX Regulations on Sexual Harassment, July 2021
Part 1: Questions and Answers Regarding the Department's Title IX Regulations, January 2021
Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014
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, 2007

WEB SITES

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

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

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

California Department of Social Services: <https://www.cdss.ca.gov>

Student Privacy Policy Office: <http://www2.ed.gov/about/offices/list/oepd/sppo>

U.S. Department of Agriculture: <https://www.usda.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/ocr>

U.S. Department of Justice: <http://www.justice.gov>

Policy ALAMEDA UNIFIED SCHOOL DISTRICT

approved: November 15, 2016 Alameda, California

revised: May 8, 2018

revised: May 14, 2019

revised

ACCESS TO DISTRICT RECORDS

The Governing Board of Education recognizes the right of citizens-members of the public to have access to public records of the district. The ~~Board intends the district to~~shall provide any person reasonable access to the public records of the schools and district during normal business hours and within the requirements of law. Public access shall not be given to records listed as exempt from public disclosure in the California Public Records Act and other state or federal law.

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3580 - District Records)

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

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

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

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

(cf. 6162.5 - Student Assessment)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

(cf. 9321 - Closed Session)

In response to a public records request, the Superintendent or designee shall make reasonable efforts to locate the requested records, including, but not limited to, any electronic communication substantively related to the records, such as email, text messages, instant messages, and other electronic communications, regardless of whether they are transmitted through a district-provided device or account or through an employee's or Board member's personal device or account.

(cf. 4040 - Employee Use of Technology)

(cf. 9012 - Board Member Electronic Communications)

The district may charge for copies of public records or other materials requested by individuals or groups, unless they are using their own personal equipment to reproduce the record. The charge shall be based on actual costs of duplication, as determined by the Superintendent or designee and as specified in administrative regulation.

In order to help maintain the security of district records, members of the public granted access shall examine records in the presence of a district staff member.

Legal Reference:

EDUCATION CODE

35145-234.7 Student protections relating to immigration and citizenship status

35145 Public meetings

35170-35170 Authority to secure copyrights

35250-35250 Duty to keep certain records and reports

~~41020-41020~~ *Requirement for annual audit*
~~42103-42103~~ *Publication of proposed budget; hearing*
~~44031-44031~~ *Personnel file contents and inspections*
~~44839-44839~~ *Medical certificates; periodic medical examination*

~~49060-49079~~ *Pupil records*

~~49091.10-49060-49079~~ *Student records*
~~49091.10~~ *Parental review of curriculum and instruction*

~~52850~~ *Applicability of article (School Based Program Coordination Plan availability)*

GOVERNMENT CODE

~~3547-3547~~ *Proposals relating to representation*
~~6250-6270-6250-6270~~ *California Public Records Act*

~~6275-6276.48~~ *Other exemptions from disclosure*

~~53262-6275-6276.48~~ *California Public Records Act; other exemptions from disclosure*
~~8310.3~~ *California Religious Freedom Act*
~~53262~~ *Employment contracts*
~~54957.2-54957.2~~ *Minute book record of closed sessions*
~~54957.5-54957.5~~ *Agendas and other writings distributed for discussion or consideration*
~~81008-81008~~ *Political Reform Act, public records; inspection and reproduction*
CALIFORNIA CONSTITUTION

Article 1, Section 3 *Right of access to governmental information*
CODE OF REGULATIONS, TITLE 5

~~430-438~~ *Individual pupil records*

~~430-438~~ *Individual student records*

COURT DECISIONS

City of San Jose v. Superior Court (2017) 2 Cal.5th 608
Los Angeles County Board of Supervisors v. Superior Court (2016) 2 Cal.5th 282
Sacramento County Employees' Retirement System v. Superior Court (2011) 195 Cal. App. 4th 440
International Federation of Professional and Technical Engineers v. The Superior Court of Alameda County, (2007) 42 Cal.4th 319
Los Angeles Times v. Alameda Corridor Transportation Authority, (2001) 88 Cal.App.4th 1381
Kleitman v. Superior Court, (1999) 74 Cal.App. 4th 324
Fairley v. Superior Court, (1998) 66 Cal.App. 4th 1414
North County Parents Organization for Children with Special Needs v. Department of Education, (1994) 23 Cal.App. 4th 144
ATTORNEY GENERAL OPINIONS
71 *Ops.Cal.Atty.Gen.* 235 (1988)
64 *Ops.Cal.Atty.Gen.* 186 (1981)

Management Resources:

CSBA PUBLICATIONS

Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications, March 2017

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

~~Summary of the~~ *Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018*

California Department of Justice Guidelines for Access to Public Records Act, 2004, October 2017

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

The People's Business: A Guide to the California Public Records Act, 2008 rev. April 2017
WEB SITES

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

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

California Office of the Attorney General's Office: <http://www.caag.state.ca.us> General:
<https://oag.ca.gov>

Institute for Local Government: <http://www.cacities.org/index.jsp?zone=ilsg>
<http://www.cacities.org>

State Bar of California: <http://www.calbar.ca.gov> <http://www.calbar.ca.gov>

Policy ~~ALAMEDA UNIFIED SCHOOL DISTRICT~~ CSBA MANUAL MAINTENANCE
SERVICE

adopted: ~~August 25, 2009~~ Alameda, California May 2020

ACCESS TO DISTRICT RECORDS

The Governing Board recognizes the right of members of the public to have access to public records of the district. The district shall provide any person reasonable access to the public records of the schools and district during normal business hours and within the requirements of law. Public access shall not be given to records listed as exempt from public disclosure in the California Public Records Act and other state or federal law.

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3580 - District Records)

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

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

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

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

(cf. 6162.5 - Student Assessment)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

(cf. 9321 - Closed Session)

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(cf. 4040 - Employee Use of Technology)

(cf. 9012 - Board Member Electronic Communications)

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In order to help maintain the security of district records, members of the public granted access shall examine records in the presence of a district staff member.

*Legal Reference:*EDUCATION CODE

234.7 Student protections relating to immigration and citizenship status

35145 Public meetings

35170 Authority to secure copyrights

35250 Duty to keep certain records and reports

41020 Requirement for annual audit

42103 Publication of proposed budget; hearing

44031 Personnel file contents and inspections

44839 Medical certificates; periodic medical examination

49060-49079 Student records

49091.10 Parental review of curriculum and instruction

GOVERNMENT CODE

3547 Proposals relating to representation

6250-6270 California Public Records Act

6275-6276.48 California Public Records Act; other exemptions from disclosure

8310.3 California Religious Freedom Act

53262 Employment contracts

54957.2 Minute book record of closed sessions

54957.5 Agendas and other writings distributed for discussion or consideration

81008 Political Reform Act, public records; inspection and reproduction

CALIFORNIA CONSTITUTION

Article 1, Section 3 Right of access to governmental information

CODE OF REGULATIONS, TITLE 5

430-438 Individual student records

COURT DECISIONS

City of San Jose v. Superior Court (2017) 2 Cal.5th 608

Los Angeles County Board of Supervisors v. Superior Court (2016) 2 Cal.5th 282

Sacramento County Employees' Retirement System v. Superior Court (2011) 195 Cal. App. 4th 440

International Federation of Professional and Technical Engineers v. The Superior Court of Alameda County, (2007) 42 Cal.4th 319

Los Angeles Times v. Alameda Corridor Transportation Authority, (2001) 88 Cal.App.4th 1381

Kleitman v. Superior Court, (1999) 74 Cal.App. 4th 324

Fairley v. Superior Court, (1998) 66 Cal.App. 4th 1414

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CSBA PUBLICATIONS

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CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

California Department of Justice Guidelines for Access to Public Records, October 2017

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

The People's Business: A Guide to the California Public Records Act, rev. April 2017

WEB SITES

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California Office of the Attorney General: <https://oag.ca.gov>

Institute for Local Government: <http://www.cacities.org>

State Bar of California: <http://www.calbar.ca.gov>

Policy ALAMEDA UNIFIED SCHOOL DISTRICT

adopted: August 25, 2009 Alameda, California

revised:

◀ ~~Previous~~ | ~~Next~~ ▶

FEDERAL GRANT FUNDS

The Governing Board recognizes the district's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The district shall comply with all requirements detailed in any grant agreement with an awarding agency and with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in ~~72~~ CFR 200.0-200.521 and any stricter state laws and district policy.

Any goods or services purchased with federal funds shall be reasonable in cost and necessary for the proper and efficient performance or administration of the program.

The Superintendent or designee shall ensure that the district's financial management systems and procedures provide for the following: 2 CFR 200.302)

- 1.- Identification in district accounts of each federal award received and expended and the federal program under which it was received

~~(cf. 3100 - Budget)~~

~~(cf. 3100 - Budget)~~

- 2.- Accurate, current, and complete disclosure of the financial ~~and performance~~ results of each federal award or program in accordance with the reporting requirements of 2 CFR 200.~~327328~~ and 200.~~328329~~

~~(cf. 3460 - 3460 - Financial Reports and Accountability)~~

- 3.- Records and supporting documentation that adequately identify the source and application of funds for federally funded activities, including information pertaining to federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income, and interest

~~(cf. 1340 - 1340 - Access to District Records)~~

~~(cf. 3580 - 3580 - District Records)~~

- 4.- Effective ~~controls~~control over and accountability for all funds, property, and other assets and assurance that all assets are used solely for authorized purposes
- 5.- Comparison of actual expenditures with budgeted amounts for each federal award
- 6.- Written procedures to implement provisions governing payments as specified in 2 CFR 200.305

7.- _____ Written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award

(cf. ~~3400~~ 3400 - *Management of District Assets/Accounts*)

BP 3230(b)

FEDERAL GRANT FUNDS (continued)

The Superintendent or designee shall develop and implement appropriate internal control processes to reasonably assure that transactions are properly executed, recorded, and accounted for so that the district can prepare reliable financial statements and federal reports, maintain accountability over assets, and demonstrate compliance with federal laws, regulations, and conditions of the federal award. (2 CFR 200.61, 200.62, 200.303)

Equipment purchased with federal funds shall be properly inventoried and adequately maintained to safeguard against loss, damage, or theft of the property.

(cf. ~~3270~~ 3270 - *Sale and Disposal of Books, Equipment and Supplies*)

(cf. ~~3440~~ 3440 - *Inventories*)

(cf. ~~3512~~ 3512 - *Equipment*)

All staff involved in the administration or implementation of programs and activities supported by federal funds shall receive information and training on the allowable use of federal funds, purchasing procedures, and reporting processes commensurate with their duties.

(cf. ~~4131~~ 4131 - *Staff Development*)

(cf. ~~4231~~ 4231 - *Staff Development*)

(cf. ~~4331~~ 4331 - *Staff Development*)

The district shall submit financial and performance reports to the awarding agency in accordance with the schedule and indicators required for that federal grant by law and the awarding agency. As required, such reports may include a comparison of actual accomplishments to the objectives of the federal award, the relationship between financial data and performance accomplishments, the reasons that established goals were not met if applicable, cost information to demonstrate cost-effective practices, analysis and explanation of any cost overruns or high unit costs, and other relevant information. The final performance report shall be submitted ~~within 90~~ no later than 120 calendar days after the ending date of the grant. (2 CFR 200.301, 200.328, 200.329)

(cf. ~~0500~~ 0500 - *Accountability*)

(cf. ~~6190~~ 6190 - *Evaluation of the Instructional Program*)

Legal Reference: (see next page)

FEDERAL GRANT FUNDS (continued)

Legal Reference:

EDUCATION CODE

42122-42129 Budget requirements

42122-42129 Budget requirements

64001 School plan for student achievement, consolidated application programs

CODE OF FEDERAL REGULATIONS, TITLE 2

180.220 Amount of contract subject to suspension and debarment rules

200.0-200.521 Federal uniform grant guidance, especially:

200.1-200.99 Definitions

200.100-200.113 General provisions

200.317-200.326 Procurement standards

200.327-200.329 Monitoring and reporting

200.333-200.337 Record retention

200.400-200.475 Cost principles

200.500-200.521 Audit requirements

CODE OF FEDERAL REGULATIONS, TITLE 34

76.730-76.731 Records related to federal grant programs

CODE OF FEDERAL REGULATIONS, TITLE 48

2.101 Federal acquisition regulation; definitions

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Department of Education Audit Guide

California School Accounting Manual

EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Questions and Answers Regarding 2 CFR Part 200

WEB SITES

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

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

Office of Management and Budget, Uniform Guidance: <https://www.whitehouse.gov/omb>

State Controller's Office: <http://www.sco.ca.gov>

System for Award Management (SAM): <http://www.sam.gov/SAM>

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

U.S. Government Accountability Office: <http://www.gao.gov>

Policy ~~ALAMEDA UNIFIED SCHOOL DISTRICT~~ CSBA MANUAL MAINTENANCE
SERVICE

adopted: ~~November 15, 2016 Alameda, California~~ March 2021

FEDERAL GRANT FUNDS

The Governing Board recognizes the district's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The district shall comply with all requirements detailed in any grant agreement with an awarding agency and with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in 2 CFR 200.0-200.521 and any stricter state laws and district policy.

Any goods or services purchased with federal funds shall be reasonable in cost and necessary for the proper and efficient performance or administration of the program.

The Superintendent or designee shall ensure that the district's financial management systems and procedures provide for the following: (2 CFR 200.302)

1. Identification in district accounts of each federal award received and expended and the federal program under which it was received

(cf. 3100 - Budget)

2. Accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the reporting requirements of 2 CFR 200.328 and 200.329

(cf. 3460 - Financial Reports and Accountability)

3. Records and supporting documentation that adequately identify the source and application of funds for federally funded activities, including information pertaining to federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income, and interest

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

4. Effective control over and accountability for all funds, property, and other assets and assurance that all assets are used solely for authorized purposes
5. Comparison of actual expenditures with budgeted amounts for each federal award
6. Written procedures to implement provisions governing payments as specified in 2 CFR 200.305
7. Written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award

(cf. 3400 - Management of District Assets/Accounts)

The Superintendent or designee shall develop and implement appropriate internal control processes to reasonably assure that transactions are properly executed, recorded, and accounted for so that the district can prepare reliable financial statements and federal reports, maintain accountability over assets, and demonstrate compliance with federal laws, regulations, and conditions of the federal award. (2 CFR 200.61, 200.62, 200.303)

Equipment purchased with federal funds shall be properly inventoried and adequately maintained to safeguard against loss, damage, or theft of the property.

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

(cf. 3440 - Inventories)

(cf. 3512 - Equipment)

All staff involved in the administration or implementation of programs and activities supported by federal funds shall receive information and training on the allowable use of federal funds, purchasing procedures, and reporting processes commensurate with their duties.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The district shall submit financial and performance reports to the awarding agency in accordance with the schedule and indicators required for that federal grant by law and the awarding agency. As required, such reports may include a comparison of actual accomplishments to the objectives of the federal award, the relationship between financial data and performance accomplishments, the reasons that established goals were not met if applicable, cost information to demonstrate cost-effective practices, analysis and explanation of any cost overruns or high unit costs, and other relevant information. The final performance report shall be submitted no later than 120 calendar days after the ending date of the grant. (2 CFR 200.301, 200.328, 200.329)

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE

42122-42129 *Budget requirements*

64001 *School plan for student achievement, consolidated application programs*

CODE OF FEDERAL REGULATIONS, TITLE 2

180.220 *Amount of contract subject to suspension and debarment rules*

200.0-200.521 *Federal uniform grant guidance, especially:*

200.1-200.99 *Definitions*

200.100-200.113 *General provisions*

200.317-200.326 *Procurement standards*

200.327-200.329 *Monitoring and reporting*

200.333-200.337 *Record retention*

200.400-200.475 *Cost principles*

200.500-200.521 *Audit requirements*

CODE OF FEDERAL REGULATIONS, TITLE 34

76.730-76.731 *Records related to federal grant programs*

CODE OF FEDERAL REGULATIONS, TITLE 48

2.101 Federal acquisition regulation; definitions

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Department of Education Audit Guide

California School Accounting Manual

EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Questions and Answers Regarding 2 CFR Part 200

WEB SITES

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

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

Office of Management and Budget, Uniform Guidance: <https://www.whitehouse.gov/omb>

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System for Award Management (SAM): <http://www.sam.gov/SAM>

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

U.S. Government Accountability Office: <http://www.gao.gov>

Policy ALAMEDA UNIFIED SCHOOL DISTRICT

adopted: November 15, 2016 Alameda, California

revised:

Policy 3350: Travel Expenses

Status: ADOPTED

Original Adopted Date: 08/25/2009 | **Last Revised Date:** 03/11/2014 | **Last Reviewed Date:** 03/11/2014

The Board of Education recognizes that district employees may incur expenses in the course of performing their assigned duties and responsibilities. To ensure the prudent use of public funds, the Superintendent or designee shall establish rules to keep such expenses to a minimum while affording employees a reasonable level of safety and convenience.

The Board shall authorize payment for actual and necessary travel expenses incurred by any employee performing authorized services for the district, whether within or outside district boundaries. (Education Code 44032)

The Superintendent or designee shall establish procedures for the approval of travel requests and the submission and verification of expense claims. He/she also shall establish reimbursement rates in accordance with law and Board policy.

An employee shall obtain approval from the Superintendent or designee prior to traveling. The Superintendent or designee may approve travel requests in accordance with the adopted budget and upon determining that the travel is authorized or assigned by the employee's supervisor, is necessary to attend a conference or other staff development opportunity that will enhance employee performance, and/or is otherwise necessary to the performance of the employee's duties. Travel expenses not previously budgeted may be approved on a case-by-case basis by the Superintendent or designee if he/she determines that the travel is essential and that resources may be obtained or redirected for this purpose.

All out-of-state travel for which reimbursement will be claimed shall be approved in advance by the ~~Board~~ Superintendent.

Reimbursable travel expenses may include, but are not limited to, costs of transportation, parking fees, bridge or road tolls, lodging when district business reasonably requires an overnight stay, registration fees for seminars and conferences, telephone and other communication expenses incurred on district business, and other necessary incidental expenses.

The district shall not reimburse personal travel expenses including, but not limited to, tips or gratuities, alcohol, entertainment, laundry, expenses of any family member who is accompanying the employee on district-related business, personal use of an automobile, and personal losses or traffic violation fees incurred while on district business.

Except as otherwise provided, reimbursement of travel expenses shall be based on actual expenses as documented by itemized receipts.

Authorized employees shall be reimbursed for the use of their own private vehicles in the performance of assigned duties, on either a mileage or monthly basis as determined by the Superintendent or designee. (Education Code 44033)

The mileage allowance provided by the district for employees' use of their private vehicles shall be equal to the rate established by the Internal Revenue Service.

Vehicles should be shared whenever possible to minimize travel costs. No employee shall be entitled to reimbursement for automobile travel when he/she is transported free of charge or by another employee who is entitled to the expense reimbursement.

Meal costs shall be reimbursed based on documented actual expenses within the maximum amounts established by the Superintendent or designee and based on the time of day that travel for district business begins and ends.

All expense reimbursement claims shall be submitted on a district form, within 10 working days following return from travel when possible. The form shall be accompanied by receipts and any explanation necessary to document that the expenses meet district criteria for reimbursement.

The Superintendent or designee shall approve expense claims only upon verifying that all necessary documentation is provided and that all expenses are appropriate and related to district business. If an expense claim is disallowed due to lack of documentation or inappropriate expenses, the employee may be personally responsible for any improper costs incurred.

When approved by the Superintendent or designee, an employee may be issued a district credit card for use while on authorized district business. Itemized receipts documenting the expenses incurred on a district credit card shall be submitted within 45 days following return from travel. Under no circumstances shall personal expenses be charged on a district credit card, even if the employee intends to subsequently reimburse the district for the personal charges.

When necessary, the Superintendent or designee may approve a cash advance, not to exceed the estimated out-of-pocket reimbursable expenses, to an employee authorized to travel on district business. Within 10 working days following return from travel, the employee shall submit a final accounting with all necessary supporting documentation. He/she shall refund to the district any amount of cash advance exceeding the actual approved reimbursable expenses.

Policy Reference Disclaimer:

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

State	Description
Ed. Code 42634	Itemization of expenses
Ed. Code 44016	Travel expense to employment interview
Ed. Code 44032	Travel expense payment
Ed. Code 44033	Automobile allowance
Ed. Code 44802	Student teacher's travel expense
Management Resources	Description
Internal Revenue Service Publication	Per Diem Rates (For Travel Within the Continental United States), Publication 1542
Website	U.S. General Services Administration, Per Diem Rates
Website	Internal Revenue Service

Cross References

Code	Description
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
2121	Superintendent's Contract
2230	Representative And Deliberative Groups
3100	Budget
3100	Budget
3110	Transfer Of Funds
3110	Transfer Of Funds

3230	<u>Federal Grant Funds</u>
3230	<u>Federal Grant Funds</u>
3300	<u>Expenditures And Purchases</u>
4131	<u>Staff Development</u>
4131	<u>Staff Development</u>
4231	<u>Staff Development</u>
4231	<u>Staff Development</u>
4331	<u>Staff Development</u>
4331	<u>Staff Development</u>
6159.3	<u>Appointment Of Surrogate Parent For Special Education Students</u>
6159.3	<u>Appointment Of Surrogate Parent For Special Education Students</u>
9150	<u>Student Board Members</u>
9150-E(1)	<u>Student Board Members</u>
9250	<u>Remuneration, Reimbursement And Other Benefits</u>

Policy 3350: Travel Expenses

Status: ADOPTED

Original Adopted Date: 08/25/2009 | **Last Revised Date:** 03/11/2014 | **Last Reviewed Date:** 03/11/2014

The Board of Education recognizes that district employees may incur expenses in the course of performing their assigned duties and responsibilities. To ensure the prudent use of public funds, the Superintendent or designee shall establish rules to keep such expenses to a minimum while affording employees a reasonable level of safety and convenience.

The Board shall authorize payment for actual and necessary travel expenses incurred by any employee performing authorized services for the district, whether within or outside district boundaries. (Education Code 44032)

The Superintendent or designee shall establish procedures for the approval of travel requests and the submission and verification of expense claims. He/she also shall establish reimbursement rates in accordance with law and Board policy.

An employee shall obtain approval from the Superintendent or designee prior to traveling. The Superintendent or designee may approve travel requests in accordance with the adopted budget and upon determining that the travel is authorized or assigned by the employee's supervisor, is necessary to attend a conference or other staff development opportunity that will enhance employee performance, and/or is otherwise necessary to the performance of the employee's duties. Travel expenses not previously budgeted may be approved on a case-by-case basis by the Superintendent or designee if he/she determines that the travel is essential and that resources may be obtained or redirected for this purpose.

All out-of-state travel for which reimbursement will be claimed shall be approved in advance by the Superintendent.

Reimbursable travel expenses may include, but are not limited to, costs of transportation, parking fees, bridge or road tolls, lodging when district business reasonably requires an overnight stay, registration fees for seminars and conferences, telephone and other communication expenses incurred on district business, and other necessary incidental expenses.

The district shall not reimburse personal travel expenses including, but not limited to, tips or gratuities, alcohol, entertainment, laundry, expenses of any family member who is accompanying the employee on district-related business, personal use of an automobile, and personal losses or traffic violation fees incurred while on district business.

Except as otherwise provided, reimbursement of travel expenses shall be based on actual expenses as documented by itemized receipts.

Authorized employees shall be reimbursed for the use of their own private vehicles in the performance of assigned duties, on either a mileage or monthly basis as determined by the Superintendent or designee. (Education Code 44033)

The mileage allowance provided by the district for employees' use of their private vehicles shall be equal to the rate established by the Internal Revenue Service.

Vehicles should be shared whenever possible to minimize travel costs. No employee shall be entitled to reimbursement for automobile travel when he/she is transported free of charge or by another employee who is entitled to the expense reimbursement.

Meal costs shall be reimbursed based on documented actual expenses within the maximum amounts established by the Superintendent or designee and based on the time of day that travel for district business begins and ends.

All expense reimbursement claims shall be submitted on a district form, within 10 working days following return from travel when possible. The form shall be accompanied by receipts and any explanation necessary to document that the expenses meet district criteria for reimbursement.

The Superintendent or designee shall approve expense claims only upon verifying that all necessary documentation is provided and that all expenses are appropriate and related to district business. If an expense claim is disallowed due to lack of documentation or inappropriate expenses, the employee may be personally responsible for any improper costs incurred.

When approved by the Superintendent or designee, an employee may be issued a district credit card for use while on authorized district business. Itemized receipts documenting the expenses incurred on a district credit card shall be submitted within 45 days following return from travel. Under no circumstances shall personal expenses be charged on a district credit card, even if the employee intends to subsequently reimburse the district for the personal charges.

When necessary, the Superintendent or designee may approve a cash advance, not to exceed the estimated out-of-pocket reimbursable expenses, to an employee authorized to travel on district business. Within 10 working days following return from travel, the employee shall submit a final accounting with all necessary supporting documentation. He/she shall refund to the district any amount of cash advance exceeding the actual approved reimbursable expenses.

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Cross References

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1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
2121	Superintendent's Contract
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3100	Budget
3110	Transfer Of Funds
3110	Transfer Of Funds

3230	<u>Federal Grant Funds</u>
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9150	<u>Student Board Members</u>
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◀ ~~Previous~~ | ~~Next~~ ▶

STUDENT ACTIVITY FUNDS

The Governing Board ~~of Education~~ recognizes that student organizations can provide students with an opportunity to conduct worthwhile cocurricular activities ~~beyond those provided by the district and can also help~~ while helping students learn about effective financial practices, ~~and develop leadership and management skills.~~ To that end, the Board may approve the formation of associated student body organizations which are composed entirely of students, operate under the oversight of the principal or other district-employed advisor, and are subject to the control and regulation of the Board. Student organizations may raise and spend funds to support activities that promote the general welfare, morale, and educational experiences of the student body.

(cf. 1230 - School Connected Organizations)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.5 - Student Organizations and Equal Access)

Fundraising

At the beginning of each school year, each principal or designee shall submit to the Superintendent or designee a list of the fundraising events that each student organization proposes to hold that year. The Superintendent or designee shall review the proposed events and determine whether the events contribute to the educational experience and do not conflict with or detract from the school's educational program. When reviewing proposed events, the Superintendent or designee shall consider the effects of the activities on student health and safety, evaluate the risk of liability to the district, and ensure that the proposed activities are in compliance with law, Board policy, and administrative regulation.

(cf. 1321 - Solicitation of Funds from and by Students)

(cf. 3290 - Gifts, Grants and Bequests)

(cf. 3530 - Risk Management ~~of Funds~~/Insurance)

(cf. 5030 - Student Wellness)

(cf. 5142 - Safety)

(cf. 5143 - Insurance)

Fundraising events that involve the sale of food and/or beverages shall comply with applicable state and/or federal nutrition standards and BP/AR 3554 - Other Food Sales. If the fundraising event involves the sale of noncompliant food and/or beverages, it shall not take place from midnight until at least one-half hour after the end of the school day, or not be conducted on school premises.

(cf. 3554 - Other Food Sales)

Management and Reporting of Funds

Student body funds shall be managed in accordance with law, regulations, Board policies, and sound business procedures designed to encourage the largest possible educational return to students without sacrificing the security of funds.

BP 3452(b)

STUDENT ACTIVITY FUNDS (continued)

The Superintendent or designee shall develop internal control procedures to safeguard the organization's assets, promote the success of ~~fund-raising~~fundraising ventures, provide reliable financial information, protect employees and volunteers from accusations of impropriety, and reduce the risk and promote the detection of fraud and abuse. These procedures shall detail the oversight of activities and funds including, but not limited to, the appropriate role and provision of training for staff and students, parameters for events on campus, appropriate and prohibited uses of funds, and accounting and record-keeping processes, including procedures for handling questionable expenditures.

(cf. 3400 - Management of District Assets/Accounts)

The principal or designee shall be responsible for the proper conduct of all student organization financial activities. The budget adopted by the student body organization should serve as the financial plan for the school year and shall be submitted to the Superintendent or designee at the beginning of each school year. The Superintendent or designee shall monitor the budget and periodically review the organization's use of funds to ensure compliance with the district's internal control procedures.

Funds derived from the student body shall be ~~disbursed~~expended according to procedures established by the student organization. All ~~disbursements~~expenditures must be approved by a Board-designated employee or official, the certificated employee who is the designated student organization advisor, and a student organization representative. (Education Code ~~48933~~) 48933)

When student body funds are expended for equipment, supplies, or activities that support the district's athletic program, the Superintendent or designee shall ensure that the expenditures are aligned with the district's commitment to provide equitable opportunities for males and females.

(cf. 6145.2 - Athletic Competition)

Because of the district's administrative and/or direct financial involvement in the assets of the student organization, the student activity fund shall be reported within the district's fund in accordance with Governmental Accounting Standards Board Statement 84.

The Board shall provide an annual audit of student organization accounts by a certified public accountant or licensed public accountant. The cost of the audit shall be paid from district funds. (Education Code ~~41020~~) 41020)

(cf. 3460 - Financial Reports and Accountability)

Legal Reference: (see next page)

BP 3452(c)

STUDENT ACTIVITY FUNDS (continued)

Legal Reference:

EDUCATION CODE

~~35182.5~~ 35182.5 *Non-nutritious foods and beverages, vending machines*

~~35564~~ 35564 *Funds, ~~obligation~~ obligations of the student body*

~~41020~~ 41020 *Requirement for annual audit*

~~48930~~ 48938 *Student body organization*

~~49431~~ 48930-48938 *Student body organization*

49431 *Sale of food ~~and beverages~~, elementary school*

~~49431.5~~ 49431.2 *Sale of food ~~and beverages~~, middle and high schools*

~~51520~~ 49431.5 *Sale of beverages, elementary, middle, and high schools*

51520 *School premise, prohibited solicitations*

~~51521~~ *Fund-raising projects*

51521 *Fundraising projects*

CODE OF REGULATIONS, TITLE 5

~~15500~~ 4922 *Nondiscrimination in intramural, interscholastic, and club activities*

15500 *Food sales, elementary schools*

~~15501~~ 15501 *Food sales, ~~middle~~ high schools and junior high schools*

CODE OF FEDERAL REGULATIONS, TITLE 34

106.41 *Nondiscrimination in athletic programs*

COURT DECISIONS

Prince v. Jacoby, (2002) 303 F.3d 1074

Management Resources:

FISCAL CRISIS MANAGEMENT ~~&~~ AND ASSISTANCE TEAM PUBLICATIONS

Fiscal Alert: GASB 84 and Its Impact on Associated Student Body Accounts, May 2020

Associated Student Body Accounting Manual ~~&~~ Fraud Prevention Guide and Desk Reference, 2005 2015

GOVERNMENTAL ACCOUNTING STANDARDS BOARD PUBLICATIONS

Implementation Guide No. 2019-2, Fiduciary Activities, June 2019

Statement No. 84, January 2017

WEB SITES

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

Fiscal Crisis Management ~~&~~ and Assistance Team: ~~http://www.fcmat.org~~ http://www.fcmat.org

Governmental Accounting Standards Board: www.gasb.org

Policy ~~ALAMEDA UNIFIED SCHOOL DISTRICT~~ CSBA MANUAL MAINTENANCE
SERVICE
adopted: ~~August 25, 2009 Alameda, California~~ March 2021

STUDENT ACTIVITY FUNDS

The Governing Board recognizes that student organizations can provide students with an opportunity to conduct worthwhile cocurricular activities while helping students learn about effective financial practices and develop leadership and management skills. To that end, the Board may approve the formation of associated student body organizations which are composed entirely of students, operate under the oversight of the principal or other district-employed advisor, and are subject to the control and regulation of the Board. Student organizations may raise and spend funds to support activities that promote the general welfare, morale, and educational experiences of the student body.

(cf. 1230 - School Connected Organizations)

(cf. 6145 - Extracurricular and Cocurricular Activities)

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At the beginning of each school year, each principal or designee shall submit to the Superintendent or designee a list of the fundraising events that each student organization proposes to hold that year. The Superintendent or designee shall review the proposed events and determine whether the events contribute to the educational experience and do not conflict with or detract from the school's educational program. When reviewing proposed events, the Superintendent or designee shall consider the effects of the activities on student health and safety, evaluate the risk of liability to the district, and ensure that the proposed activities are in compliance with law, Board policy, and administrative regulation.

(cf. 1321 - Solicitation of Funds from and by Students)

(cf. 3290 - Gifts, Grants and Bequests)

(cf. 3530 - Risk Management/Insurance)

(cf. 5030 - Student Wellness)

(cf. 5142 - Safety)

(cf. 5143 - Insurance)

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(cf. 3554 - Other Food Sales)

Management and Reporting of Funds

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The Superintendent or designee shall develop internal control procedures to safeguard the organization's assets, promote the success of fundraising ventures, provide reliable financial information, protect employees and volunteers from accusations of impropriety, and reduce the risk and promote the detection of fraud and abuse. These procedures shall detail the oversight of activities and funds including, but not limited to, the appropriate role and provision of training for staff and students, parameters for events on campus, appropriate and prohibited uses of funds, and accounting and record-keeping processes, including procedures for handling questionable expenditures.

(cf. 3400 - Management of District Assets/Accounts)

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When student body funds are expended for equipment, supplies, or activities that support the district's athletic program, the Superintendent or designee shall ensure that the expenditures are aligned with the district's commitment to provide equitable opportunities for males and females.

(cf. 6145.2 - Athletic Competition)

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The Board shall provide an annual audit of student organization accounts by a certified public accountant or licensed public accountant. The cost of the audit shall be paid from district funds. (Education Code 41020)

(cf. 3460 - Financial Reports and Accountability)

Legal Reference:

EDUCATION CODE

35182.5 Non-nutritious foods and beverages, vending machines

35564 Funds, obligations of the student body

41020 Requirement for annual audit

48930-48938 Student body organization

49431 Sale of food, elementary school

49431.2 Sale of food, middle and high schools

49431.5 Sale of beverages, elementary, middle, and high schools

51520 School premise, prohibited solicitations
51521 Fundraising projects
CODE OF REGULATIONS, TITLE 5
4922 Nondiscrimination in intramural, interscholastic, and club activities
15500 Food sales, elementary schools
15501 Food sales, ~~middle~~ high schools and junior high schools
CODE OF FEDERAL REGULATIONS, TITLE 34
106.41 Nondiscrimination in athletic programs
COURT DECISIONS
Prince v. Jacoby, (2002) 303 F.3d 1074

Management Resources:

FISCAL CRISIS MANAGEMENT AND ASSISTANCE TEAM PUBLICATIONS
Fiscal Alert: GASB 84 and Its Impact on Associated Student Body Accounts, May 2020
Associated Student Body Accounting Manual, Fraud Prevention Guide and Desk Reference, 2015
GOVERNMENTAL ACCOUNTING STANDARDS BOARD PUBLICATIONS
Implementation Guide No. 2019-2, Fiduciary Activities, June 2019
Statement No. 84, January 2017
WEB SITES
California Department of Education: <http://www.cde.ca.gov>
Fiscal Crisis Management and Assistance Team: <http://www.fcmat.org>
Governmental Accounting Standards Board: www.gasb.org

Policy ALAMEDA UNIFIED SCHOOL DISTRICT

adopted: August 25, 2009 Alameda, California

revised:

Policy 3516.5: Emergency Schedules

**Status:
ADOPTED**

Original Adopted Date: 09/28/2010 | Last Reviewed Date: 09/28/2010

Business and Noninstructional Operations

BP 3516.5(a)

EMERGENCY SCHEDULES

In order to provide for the safety of students and staff, the Governing Board ~~of Education~~ authorizes the Superintendent or designee to close a school site, change the regular school day schedule, or take any necessary action when hazardous environmental or weather conditions or other emergencies warrant.

(cf. 0450 - Comprehensive Safety Plan)

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

(cf. 5142 - Safety)

(cf. 6112 - School Day)

When an emergency condition causes a school closure, reduction in attendance, or change in schedule pursuant to Education Code 41422 or 46392, thereby preventing the district from complying with the minimum number of instructional days or minutes required by law, the Superintendent or designee shall complete and submit to the Superintendent of Public Instruction (SPI) the necessary forms and/or affidavits for obtaining approval of apportionment credit for the days of the closure, reduction in attendance, or change in schedule. The Superintendent or designee shall submit other relevant district records as may be required.

(cf. 3580 - District Records)

(cf. 6111 - School Calendar)

For school closures due to emergency events occurring after September 1, 2021, the Superintendent or designee shall develop a plan for offering independent study within 10 days of school closure to any student impacted by the emergency condition. The plan shall also address the establishment, within a reasonable time, of independent study master agreements as specified in BP 6158 - Independent Study. The plan shall require reopening in person as soon as possible once allowable under the direction from the city or county health officer. The Superintendent or designee shall certify that the district has a plan for independent study in the affidavit submitted to the SPI pursuant to Education Code 46392. (Education Code 46393)

(cf. 6158 - Independent Study)

The Superintendent or designee shall establish a system for informing students and parents/guardians when school buses are not operating as scheduled, the school day schedule is changed, or the school is closed. The district's notification system shall include, but is not limited to, notifying local television and radio stations, posting on district web site(s), sending email and text messages, and/or making telephone calls.

(cf. 1112 - Media Relations)

(cf. 1113 - District and School Web Sites)
(cf. 3542 - School Bus Drivers)
(cf. 3543 - Transportation Safety and Emergencies)

BP 3516.5(b)

EMERGENCY SCHEDULES (continued)

Whenever the school day schedule changes after students have arrived at school, the Superintendent or designee shall ensure that students are supervised in accordance with the procedures specified in the district's emergency and disaster preparedness plan.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Superintendent or designee may provide a means to make up lost instructional time later during the year. Students and parents/guardians shall receive timely ~~advanced~~ notice in advance of any resulting changes in the school calendar or school day schedule.

Policy

Legal Reference-Disclaimer:

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State

Ed. Code 41420

Ed. Code 41422

Ed. Code 46010

Ed. Code 46100-46192

Ed. Code 46390

Ed. Code 46391

Ed. Code 46392

Veh. Code 34501.6

Management Resources

CA DOE Correspondence

Website

Description

~~Apportionment withholding, schools not maintained for 175 days~~

Schools not maintained for 175 days

Total days of attendance

Attendance; maximum credit; minimum day

Calculation of ADA in emergency

Lost or destroyed ADA records

Emergency conditions; ADA estimate

School buses; reduced visibility

Description

90-01 Average Daily Attendance Credit During Periods of Emergency, February 10, 2005

California Department of Education

Cross References

Code

0450

0450

1112

1113

1113

1113-E(1)

Description

Comprehensive Safety Plan

Comprehensive Safety Plan

Media Relations

District And School Web Sites

District And School Web Sites

District And School Web Sites

2210	<u>Administrative Discretion Regarding Board Policy</u>
3511	<u>Energy And Water Management</u>
3511	<u>Energy And Water Management</u>
3514	<u>Environmental Safety</u>
3514	<u>Environmental Safety</u>
3516	<u>Emergencies And Disaster Preparedness Plan</u>
3516	<u>Emergencies And Disaster Preparedness Plan</u>
3516.2	<u>Bomb Threats</u>
3542	<u>School Bus Drivers</u>
3543	<u>Transportation Safety And Emergencies</u>
3580	<u>District Records</u>
3580	<u>District Records</u>
4157	<u>Employee Safety</u>
4157	<u>Employee Safety</u>
4257	<u>Employee Safety</u>
4257	<u>Employee Safety</u>
4357	<u>Employee Safety</u>
4357	<u>Employee Safety</u>
5142	<u>Safety</u>
5142	<u>Safety</u>
6111	<u>School Calendar</u>
6112	<u>School Day</u>
6112	<u>School Day</u>

EDUCATION CODE

41420 Required length of school term

41422 Schools not maintained for 175 days

46010 Total days of attendance

46100- 46208 Attendance; maximum credit; minimum day

46390 Calculation of ADA in emergency

46391 Lost or destroyed ADA records

46392 Decreased attendance in emergency situation

46393 Certification of plan for independent study

VEHICLE CODE

34501.6 School buses; reduced visibility

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION CORRESPONDENCE

90-01 Average Daily Attendance Credit During Periods of Emergency, February 10, 2005

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Frequently Asked Questions - Form J-13A

WEB SITES

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

Policy
adopted:

CSBA POLICY MANUAL UPDATE
September 2021

EMERGENCY SCHEDULES

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(cf. 0450 - Comprehensive Safety Plan)

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

(cf. 5142 - Safety)

(cf. 6112 - School Day)

When an emergency condition causes a school closure, reduction in attendance, or change in schedule pursuant to Education Code 41422 or 46392, thereby preventing the district from complying with the minimum number of instructional days or minutes required by law, the Superintendent or designee shall complete and submit to the Superintendent of Public Instruction (SPI) the necessary forms and/or affidavits for obtaining approval of apportionment credit for the days of the closure, reduction in attendance, or change in schedule. The Superintendent or designee shall submit other relevant district records as may be required.

(cf. 3580 - District Records)

(cf. 6111 - School Calendar)

For school closures due to emergency events occurring after September 1, 2021, the Superintendent or designee shall develop a plan for offering independent study within 10 days of school closure to any student impacted by the emergency condition. The plan shall also address the establishment, within a reasonable time, of independent study master agreements as specified in BP 6158 - Independent Study. The plan shall require reopening in person as soon as possible once allowable under the direction from the city or county health officer. The Superintendent or designee shall certify that the district has a plan for independent study in the affidavit submitted to the SPI pursuant to Education Code 46392. (Education Code 46393)

(cf. 6158 - Independent Study)

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(cf. 1112 - Media Relations)

(cf. 1113 - District and School Web Sites)

(cf. 3542 - School Bus Drivers)

(cf. 3543 - Transportation Safety and Emergencies)

Whenever the school day schedule changes after students have arrived at school, the Superintendent or designee shall ensure that students are supervised in accordance with the procedures specified in the district's emergency and disaster preparedness plan.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Superintendent or designee may provide a means to make up lost instructional time later during the year. Students and parents/guardians shall receive timely notice in advance of any resulting changes in the school calendar or school day schedule.

Legal Reference:

EDUCATION CODE

41420 Required length of school term

41422 Schools not maintained for 175 days

46010 Total days of attendance

46100- 46208 Attendance; maximum credit; minimum day

46390 Calculation of ADA in emergency

46391 Lost or destroyed ADA records

46392 Decreased attendance in emergency situation

46393 Certification of plan for independent study

VEHICLE CODE

34501.6 School buses; reduced visibility

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION CORRESPONDENCE

90-01 Average Daily Attendance Credit During Periods of Emergency, February 10, 2005

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Frequently Asked Questions - Form J-13A

WEB SITES

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

Policy ALAMEDA UNIFIED SCHOOL DISTRICT
adopted: September 28, 2010 Alameda, California
revised:

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RISK MANAGEMENT/INSURANCE

The Governing Board of Education ~~strongly supports a risk management program that protects district resources and promotes~~ desires to promote the safety of students, staff, and the public.

while protecting district resources. The Superintendent or designee shall establish a risk management program that uses effective safety and loss control practices.

The district shall strive to keep its liability at a minimum and its insurance premiums as low as possible while maintaining adequate protection- against loss which may occur due to hazards facing the district.

To determine the most economical means of insuring the district consistent with required services, the Superintendent or designee shall annually review the district's options for obtaining coverage, including qualified insurance agents, a joint powers agency, self-insurance ~~or a combination of these means, or a combination of these means.~~ Decisions regarding the means of insuring the district shall be based on a careful analysis of past claims records indicating the frequency and magnitude of losses and a prediction of future losses.

~~The Board reserves the right to remove an insurance agent of record or a participating agent whenever, in the judgment of the Board, such action becomes desirable for the best interests of the district.~~

To ~~attempt to~~ minimize the district's exposure to liability, the Board shall adopt clear policies related to discrimination, harassment, safety procedures, and the timely handling of claims. The Superintendent or designee shall ~~ensure that~~ enforce these policies and related procedures ~~are enforced~~ fairly and consistently. The Superintendent or designee shall provide safety-related training and protective equipment to staff as appropriate for their position.

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

(cf. 0450 - Comprehensive Safety Plan)

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

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4119.11/4219.11/4319.11- Sexual Harassment)

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

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

(cf. 5142 - Safety)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 9260 - Legal Protection)

The Superintendent or designee shall periodically report to the Board on the district's risk management activities, including, but not limited to, the district's property and liability risks and exposures and the effectiveness of the district's risk management and loss control practices.

Legal Reference: (see next page)

BP 3530(b)

RISK MANAGEMENT/INSURANCE (continued)

Legal Reference:

EDUCATION CODE

~~17029.5~~ 17029.5 Contract funding; board liability

~~17565~~ ~~17592~~ 17565-17592 Board duties re property maintenance and control

~~32350~~ 32350 Liability on equipment loaned to district

~~35162~~ 35162 Power to sue, be sued, hold and convey property

~~35200~~ ~~35214~~ Liabilities, especially:

~~35208~~ 35200-35214 Liabilities, especially:

~~35208~~ 35208 Liability insurance

~~35211~~ 35211 Driver training civil liability insurance

~~35213~~ 35213 Reimbursement for loss, destruction, or damage of personal property

~~35214~~ 35214 Liability self-insurance

~~35331~~ 35331 Medical or hospital service for students on field trip

~~39837~~ 39837 Transportation of ~~pupils~~ students to places of summer employment

~~41021~~ 41021 Requirement for employees' indemnity bonds

~~44873~~ 44873 Qualifications for physician (liability coverage)

~~49470~~ ~~49474~~ ~~49470-49474~~ District medical services and insurance

GOVERNMENT CODE

~~820.9~~ 820.9 Board members not vicariously liable for injuries caused by district

~~989~~ ~~991.2~~ 831.7 Hazardous recreational activities

~~989-991.2~~ Local public entity insurance

LABOR CODE

~~3200~~ ~~4855~~ Workers' compensation

3200-4855 Workers' compensation

Management Resources:

WEB SITES

California Association of Joint Powers Authorities: <https://www.cajpa.org>

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

California Department of Industrial Relations, Division of Occupational Safety and Health:
<https://www.dir.ca.gov/dosh>
Public Agency Risk Management Association: <https://www.parma.com>

Policy ~~ALAMEDA UNIFIED SCHOOL DISTRICT~~ CSBA MANUAL MAINTENANCE
SERVICE
adopted: ~~August 25, 2009 Alameda, California~~ October 2020

RISK MANAGEMENT/INSURANCE

The Governing Board desires to promote the safety of students, staff, and the public while protecting district resources. The Superintendent or designee shall establish a risk management program that uses effective safety and loss control practices.

The district shall strive to keep its liability at a minimum and its insurance premiums as low as possible while maintaining adequate protection against loss which may occur due to hazards facing the district.

To determine the most economical means of insuring the district consistent with required services, the Superintendent or designee shall annually review the district's options for obtaining coverage, including qualified insurance agents, a joint powers agency, self-insurance, or a combination of these means. Decisions regarding the means of insuring the district shall be based on a careful analysis of past claims records indicating the frequency and magnitude of losses and a prediction of future losses.

To minimize the district's exposure to liability, the Board shall adopt clear policies related to discrimination, harassment, safety procedures, and the timely handling of claims. The Superintendent or designee shall enforce these policies and related procedures fairly and consistently. The Superintendent or designee shall provide safety-related training and protective equipment to staff as appropriate for their position.

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

(cf. 0450 - Comprehensive Safety Plan)

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

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4119.11/4219.11/4319.11- Sexual Harassment)

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

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

(cf. 5142 - Safety)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 9260 - Legal Protection)

The Superintendent or designee shall periodically report to the Board on the district's risk management activities, including, but not limited to, the district's property and liability risks and exposures and the effectiveness of the district's risk management and loss control practices.

Legal Reference:

EDUCATION CODE

17029.5 Contract funding; board liability

17565-17592 Board duties re property maintenance and control

32350 Liability on equipment loaned to district

35162 Power to sue, be sued, hold and convey property

35200-35214 Liabilities, especially:

35208 Liability insurance

35211 Driver training civil liability insurance
35213 Reimbursement for loss, destruction, or damage of personal property
35214 Liability self-insurance
35331 Medical or hospital service for students on field trip
39837 Transportation of students to places of summer employment
41021 Requirement for employees' indemnity bonds
44873 Qualifications for physician (liability coverage)
49470-49474 District medical services and insurance
GOVERNMENT CODE
820.9 Board members not vicariously liable for injuries caused by district
831.7 Hazardous recreational activities
989-991.2 Local public entity insurance
LABOR CODE
3200-4855 Workers' compensation

Management Resources:

WEB SITES

California Association of Joint Powers Authorities: <https://www.cajpa.org>
California Association of School Business Officials: <https://www.casbo.org>
California Department of Industrial Relations, Division of Occupational Safety and Health:
<https://www.dir.ca.gov/dosh>
Public Agency Risk Management Association: <https://www.parma.com>

Policy ALAMEDA UNIFIED SCHOOL DISTRICT

adopted: August 25, 2009 Alameda, California

revised:

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CONSULTANTS

The Governing Board authorizes the use of consultants and other independent contractors to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by district staff because of limitations of time, experience, or knowledge. Individuals, firms, or organizations employed as independent contractors may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional, or other matters.

(cf. ~~3551~~ 3551 - Food Service Operations/Cafeteria Fund)

As part of the contract process, the Superintendent or designee shall determine that the individual, firm, or organization is properly classified as an independent contractor.

A person, ~~firm~~, providing labor or ~~organization~~ services for remuneration shall be considered an employee rather than an independent contractor unless the district is able to demonstrate that all of the following conditions have been met: (Labor Code ~~2750.3~~ 2775)

- 1.- The person ~~or entity~~ is free from the control and direction of the district in connection with the performance of the work.
- 2.- The person ~~or entity~~ is performing work that is outside the usual course of the district providing educational services.
- 3.- The person ~~or entity~~ is customarily engaged in an independently established trade, occupation, or business of the same nature as the work to be performed.

Specific statutory exceptions to this analysis for the

The determination of whether an individual acting as a person, sole proprietor or a firm, or other business organization is an independent contractor may apply. (shall be made in accordance with Labor Code 2750.3) 2775-2785, as applicable.

All consultant contracts shall be brought to the Board for approval.

(cf. ~~3311~~ Bids)

(cf. ~~3311~~ Bids)

(cf. ~~3312~~ 3312 - Contracts)

(cf. ~~4132/4232/4332~~ Publication or Creation of Materials)

(cf. ~~4132/4232/4332~~ Publication or Creation of Materials)

All qualified independent contractors shall be accorded equal opportunity for contracts regardless of actual or perceived race, ethnicity, color, national origin, ancestry, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran or military ~~and veteran~~ status, sex, sexual orientation, gender, gender identity, gender expression, immigration status, or association with a person or group with one or more of these actual or perceived characteristics. (Education Code ~~220~~; ~~220~~; Government Code ~~12940~~ 12940)

BP 3600(b)

CONSULTANTS (continued)

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

(cf. ~~0415~~ Equity)

(cf. 0415 - Equity)

(cf. ~~4030~~ 4030 - Nondiscrimination in Employment)

Independent contractors shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend approval of the contract.

Any consultant hired by the district who is subject to the filing requirements in the district's conflict of interest code shall file a Statement of Economic Interests within the time period required by law. (Government Code ~~87302~~ 87302)

(cf. ~~9270~~ 9270 - Conflict of Interest)

When employees of a public university, county office of education, or other public agency serve as consultants or independent contractors in other capacities for the district, they shall certify as part of the agreement that they will not receive salary or remuneration other than vacation pay from any other public agency for the specific days when they work for the district.

The Board prohibits the harassment of an independent contractor by any district employee or by any other person with whom the independent contractor comes in contact during the course of employment with the district. Additionally, the Board prohibits the harassment of a district employee by an independent contractor. Any complaint of harassment shall be investigated and resolved in accordance with applicable district complaint procedures. (Government Code ~~12940~~ 12940)

(cf. ~~4119.11/4219.11/4319.11~~ Sexual Harassment)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures)

Legal Reference: (see next page)

BP 3600(c)

CONSULTANTS (continued)

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

10400-10407 Cooperative improvement programs

17596 Limit on continuing contracts

35010 Control of districts; prescription and enforcement of rules

35172 Promotional activities

35204 Contract with attorney

44925 Part-time readers employed as independent contractors

45103 Classified service in districts not incorporating the merit system

45103.5 Contracts for food service consulting services

45134-45135 Employment of retired classified employee

45256 Merit system districts; classified service; positions established for professional experts on a temporary basis

GOVERNMENT CODE

12940 Unlawful employment practices

53060 Contract for special services and advice

82019 Designated employee; *definition*

87302 Conflict of interest code

LABOR CODE

~~2750.3 ABC three-part test; 2775-2787 Worker status; employees and independent contractors~~

UNEMPLOYMENT INSURANCE CODE

606.5 Determination of employment status

621 ~~Employer and employee~~ *Employee* defined

CODE OF REGULATIONS, TITLE 2

18700.3 Consultant

COURT DECISIONS

Dynamex Operations West, Inc. v. Superior Court of Los Angeles (2018) 4 Cal. 5th 903

S.G. Borello & Sons, Inc. v. Department of Industrial Relations (1989) 48 Cal. 3d 341

Policy ~~ALAMEDA UNIFIED SCHOOL DISTRICT~~ CSBA MANUAL MAINTENANCE
SERVICE

adopted: ~~August 25, 2009 Alameda, California~~ March 2021

~~revised: February 11, 2020~~

CONSULTANTS

The Governing Board authorizes the use of consultants and other independent contractors to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by district staff because of limitations of time, experience, or knowledge. Individuals, firms, or organizations employed as independent contractors may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional, or other matters.

(cf. 3551 - Food Service Operations/Cafeteria Fund)

As part of the contract process, the Superintendent or designee shall determine that the individual, firm, or organization is properly classified as an independent contractor.

A person providing labor or services for remuneration shall be considered an employee rather than an independent contractor unless the district is able to demonstrate that all of the following conditions have been met: (Labor Code 2775)

1. The person is free from the control and direction of the district in connection with the performance of the work.
2. The person is performing work that is outside the usual course of the district providing educational services.
3. The person is customarily engaged in an independently established trade, occupation, or business of the same nature as the work to be performed.

The determination of whether an individual acting as a sole proprietor or a firm or other business organization is an independent contractor shall be made in accordance with Labor Code 2775-2785, as applicable.

All consultant contracts shall be brought to the Board for approval.

(cf. 3311 - Bids)

(cf. 3312 - Contracts)

(cf. 4132/4232/4332 - Publication or Creation of Materials)

All qualified independent contractors shall be accorded equal opportunity for contracts regardless of actual or perceived race, ethnicity, color, national origin, ancestry, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran or military status, sex, sexual orientation, gender, gender identity, gender expression, immigration status, or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 220; Government Code 12940)

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

(cf. 0415 - Equity)

(cf. 4030 - Nondiscrimination in Employment)

Independent contractors shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend approval of the contract.

Any consultant hired by the district who is subject to the filing requirements in the district's conflict of interest code shall file a Statement of Economic Interests within the time period required by law. (Government Code 87302)

(cf. 9270 - Conflict of Interest)

When employees of a public university, county office of education, or other public agency serve as consultants or independent contractors in other capacities for the district, they shall certify as part of the agreement that they will not receive salary or remuneration other than vacation pay from any other public agency for the specific days when they work for the district.

The Board prohibits the harassment of an independent contractor by any district employee or by any other person with whom the independent contractor comes in contact during the course of employment with the district. Additionally, the Board prohibits the harassment of a district employee by an independent contractor. Any complaint of harassment shall be investigated and resolved in accordance with applicable district complaint procedures. (Government Code 12940)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures)

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

10400-10407 Cooperative improvement programs

17596 Limit on continuing contracts

35010 Control of districts; prescription and enforcement of rules

35172 Promotional activities

35204 Contract with attorney

44925 Part-time readers employed as independent contractors

45103 Classified service in districts not incorporating the merit system

45103.5 Contracts for food service consulting services

45134-45135 Employment of retired classified employee

45256 Merit system districts; classified service; positions established for professional experts on a temporary basis

GOVERNMENT CODE

12940 Unlawful employment practices

53060 Contract for special services and advice

82019 Designated employee; definition

87302 Conflict of interest code

LABOR CODE

2775-2787 Worker status: employees

UNEMPLOYMENT INSURANCE CODE

606.5 Determination of employment status

621 *Employee defined*

CODE OF REGULATIONS, TITLE 2

18700.3 *Consultant*

COURT DECISIONS

Dynamex Operations West, Inc. v. Superior Court of Los Angeles (2018) 4 Cal. 5th 903

S.G. Borello & Sons, Inc. v. Department of Industrial Relations (1989) 48 Cal. 3d 341

Policy ALAMEDA UNIFIED SCHOOL DISTRICT

adopted: August 25, 2009 Alameda, California

revised: February 11, 2020

revised:

Certification—

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Certificated Personnel

BP 4112.2(a)

CERTIFICATION

The Governing Board recognizes that the district's ability to provide a high-quality educational program is dependent upon the employment of certificated staff who are adequately prepared and have demonstrated proficiency in basic skills and in the subject matter to be taught. The Superintendent or designee shall ensure that persons employed to fill positions requiring certification qualifications possess the appropriate credential, permit, or other certification document from the Commission on Teacher Credentialing (CTC) and fulfill any additional state, federal, or district requirements for the position.

~~(cf. 4111/4211/4311 - Recruitment and Selection)~~

~~(cf. 4112.21 - Interns)~~

~~(cf. 4111/4211/4311 - Recruitment and Selection)~~

~~(cf. 4112.21 - Interns)~~

~~(cf. 4112.22 - 4112.22 - Staff Teaching English Language Learners)~~

~~(cf. 4112.23 - 4112.23 - Special Education Staff)~~

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

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

~~(cf. 4113 - 4113 - Assignment)~~

~~(cf. 4121 - 4121 - Temporary/Substitute Personnel)~~

~~(cf. 5148 - 5148 - Child Care and Development)~~

~~(cf. 6178 - 6178 - Career Technical Education)~~

~~(cf. 6200 - 6200 - Adult Education)~~

The Superintendent or designee shall provide assistance and support to teachers holding preliminary credentials to enable them to meet the qualifications required for the clear credential.

~~(cf. 4131 - 4131 - Staff Development)~~

~~(cf. 4131.1 - 4131.1 - Teacher Support and Guidance)~~

Priorities for Hiring Based on Unavailability of Credentialed Teacher

The Superintendent or designee shall make reasonable efforts to recruit a fully prepared teacher who is authorized in the subject or setting for each assignment or, when necessary, a fully prepared teacher serving on a local assignment option. Whenever a teacher with a clear or preliminary credential is not available, the Superintendent or designee shall make reasonable

efforts to recruit an individual for the assignment in the following order: ~~(Education Code 44225.7)~~ (Education Code 44225.7)

- 1.- A candidate who enrolls in an approved intern program in the region of the district and possesses an intern credential
- 2.- A candidate who is scheduled to complete preliminary credential requirements within six months and who ~~holds~~ is granted a provisional internship permit (PIP) or short-term staff permit issued by the CTC

The Board shall approve, as an action item at a ~~public~~ open Board meeting, a notice of its intent to employ a PIP applicant for a specific position. ~~(5 CCR 80021.1)~~ (5 CCR 80021.1)

BP 4112.2(b)

CERTIFICATION (continued)

- 3.- An individual who ~~holds an emergency permit or for whom~~ has been granted a credential waiver ~~has been granted~~ by the CTC

Prior to requesting that the CTC issue an emergency permit ~~pursuant to item #3 above~~ or a limited assignment permit ~~which allows a fully credentialed teacher to teach outside of his/her area of certification while working toward an added or supplementary authorization~~, the Board shall annually approve a Declaration of Need for Fully Qualified Educators. The Declaration of Need shall be approved by the Board as an action item at a regularly scheduled ~~public~~ open Board meeting, with the entire Declaration of Need being included in the Board agenda. ~~(Education Code 44225, 44225.7; 5 CCR 80023.2, 80026, 80027, 80027.1)~~ 44225, 44225.7; 5 CCR 80023.2, 80026, 80027, 80027.1)

The Declaration of Need shall certify that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) and that the district has made reasonable efforts to recruit individuals who meet the qualifications specified in items #1-2 above. The Declaration of Need shall also indicate the number and type of emergency permits that the district estimates it will need during the valid period of the Declaration of Need, based on the previous year's actual needs and projections of enrollment. Whenever the actual number of permits needed exceeds the estimate by 10 percent, the Board shall revise and resubmit the Declaration of Need. ~~(5 CCR 80026)~~ (5 CCR 80026)

Whenever it is necessary to employ noncredentialed teachers to fill a position requiring certification qualifications, the Superintendent or designee shall provide support and guidance in accordance with law to ensure the quality of the instructional program.

National Board for Professional Teaching Standards Certification

~~The Board encourages~~

The Superintendent or designee shall promote a career continuum that includes participation of district teachers to voluntarily complete the requirements for their professional learning that

supports their completion of advanced certification awarded by the National Board for Professional Teaching Standards.

(NBPTS). The Superintendent or designee ~~shall inform all~~ may coordinate a cohort of teachers ~~about the program through school or district programs or other available networks.~~

With Board approval and ~~how to acquire the necessary application~~ funding, and information materials. In accordance consistent with the collective bargaining agreement and ~~the district budget,~~ applicable law, the Superintendent may provide an incentive program for teacher participation in NBPTS certification, which may include:

1. Defraying, subsidizing, or reimbursing the registration, certification, or maintenance fees for NBPTS certification
2. Providing bonuses, step increases, or differential pay for teachers who maintain their certification and continue to teach in the district, with priority given to teachers at Title I schools and schools serving a majority of low-income students

BP 4112.2(c)

CERTIFICATION (continued)

3. Providing substitute teachers to provide release time for participating teachers
4. Providing stipends for teacher participation that match other professional development stipends
5. Compensating mentor teachers who support other teachers' professional learning aligned to NBPTS standards

(cf. ~~4161.3~~ 4161.3 - Professional Leaves)

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall notify the parents/guardians of each student attending a school receiving Title I funds that they may request information regarding the professional qualifications of their child's classroom teacher including, but not limited to, whether the teacher: ~~(20 USC 6312)~~ (20 USC 6312)

- 1.- Has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction
- 2.- Is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived
- 3.- Is teaching in the field of discipline of ~~his/her~~ the teacher's certification

(cf. ~~5145.6~~ 5145.6 - Parental Notifications)

In addition, the Superintendent or designee shall notify parents/guardians in a timely manner whenever their child has been assigned, or has been taught for four or more consecutive weeks by, a teacher who does not meet applicable state certification or licensure requirements at the grade level and subject area to which the teacher has been assigned. (~~20 USC 6312~~) (20 USC 6312)

Legal Reference: (see next page)

BP 4112.2(d)

CERTIFICATION (continued)

Legal Reference:

EDUCATION CODE

~~8360-8370~~ 8360-8370 *Qualifications of child care personnel*

~~32340-32341~~ 32340-32341 *Unlawful issuance of a credential*

~~35186~~ 35186 *Complaints regarding teacher vacancy or misassignment*

~~44066~~ 44066 *Limitations on certification requirements*

~~44200-44399.1~~ 44200-44399.1 *Teacher credentialing, especially:*

~~44250-44277~~ 44250-44277 *Credential types; minimum requirements*

~~44300-44302~~ Emergency permit

~~44325-44328~~ District interns

~~44330-44355~~ Certificates and credentials

~~44420-44440~~ 44300-44302 *Emergency permit*

~~44325-44328~~ *District interns*

~~44330-44355~~ *Certificates and credentials*

~~44420-44440~~ *Revocation and suspension of credentials*

~~44450-44468~~ University intern program

~~44830-44929~~ 44450-44468 *University intern program*

~~44830-44929~~ *Employment of certificated persons; requirement of proficiency in basic skills*

~~56060-56063~~ 56060-56063 *Substitute teachers in special education*

CODE OF REGULATIONS, TITLE 5

~~80001-80674.6~~ 80001-80674.6 *Commission on Teacher Credentialing*

UNITED STATES CODE, TITLE 20

~~6312-6312~~ Title I *local educational agency plans; notifications regarding teacher qualifications*

CODE OF FEDERAL REGULATIONS, TITLE 34

~~200.61~~ 200.48 Parent notification regarding teacher qualifications

COURT DECISIONS

Association of Mexican-American Educators et al. v. State of California and the Commission on Teacher Credentialing, (1993) 836 F.Supp. 1534

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

CL-667 Basic Skills Requirement

CL-856 Provisional Internship Permit

CL 858 Short-Term Staff Permit

Credential Information Guide

Approved Addition and Amendments to Title 5 of the California Code of Regulations Pertaining to Teaching Permit for Statutory Leave (TPSL), Coded Correspondence 16-10, August 23, 2016

Waiver Requests Guidebook, 2015

Hiring Hierarchy in Education Code 44225.7, Coded Correspondence 13-01, January 30, 2013

Subject Matter Authorization Guideline Book, 2012

Management Resources continued: (see next page)

BP 4112.2(e)

CERTIFICATION (continued)

Management Resources: (continued)

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS (continued)

Supplementary Authorization Guideline Book, 2012

California Standards for the Teaching Profession, 2009

The Administrator's Assignment Manual, rev. September 2007

NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS PUBLICATIONS

Considerations for Using Federal Funds to Support National Board Certification, 2018

WEB SITES

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

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

Commission on Teacher Credentialing, Credential Information Guide (for employers' use only): <http://www.ctc.ca.gov/credentials/cig>

National Board for Professional Teaching Standards: <http://www.nbpts.org>

National Board Resource Center: nbc.strong.net

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

Policy ~~ALAMEDA UNIFIED SCHOOL DISTRICT~~ CSBA MANUAL MAINTENANCE
SERVICE
adopted: ~~November 15, 2016 Alameda, California~~ March 2020

CERTIFICATION

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(cf. 4111/4211/4311 - Recruitment and Selection)
(cf. 4112.21 - Interns)
(cf. 4112.22 - Staff Teaching English Learners)
(cf. 4112.23 - Special Education Staff)
(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)
(cf. 4113 - Assignment)
(cf. 4121 - Temporary/Substitute Personnel)
(cf. 5148 - Child Care and Development)
(cf. 6178 - Career Technical Education)
(cf. 6200 - Adult Education)

The Superintendent or designee shall provide assistance and support to teachers holding preliminary credentials to enable them to meet the qualifications required for the clear credential.

(cf. 4131 - Staff Development)
(cf. 4131.1 - Teacher Support and Guidance)

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The Superintendent or designee shall make reasonable efforts to recruit a fully prepared teacher who is authorized in the subject or setting for each assignment or, when necessary, a fully prepared teacher serving on a local assignment option. Whenever a teacher with a clear or preliminary credential is not available, the Superintendent or designee shall make reasonable efforts to recruit an individual for the assignment in the following order: (Education Code 44225.7)

1. A candidate who enrolls in an approved intern program in the region of the district and possesses an intern credential
2. A candidate who is scheduled to complete preliminary credential requirements within six months and who is granted a provisional internship permit (PIP) or short-term staff permit issued by the CTC

The Board shall approve, as an action item at an open Board meeting, a notice of its intent to employ a PIP applicant for a specific position. (5 CCR 80021.1)

3. An individual who has been granted a credential waiver by the CTC prior to requesting that the CTC issue an emergency permit or a limited assignment permit, the Board shall

annually approve a Declaration of Need for Fully Qualified Educators. The Declaration of Need shall be approved by the Board as an action item at a regularly scheduled open Board meeting, with the entire Declaration of Need being included in the Board agenda. (Education Code 44225, 44225.7; 5 CCR 80023.2, 80026, 80027, 80027.1)

The Declaration of Need shall certify that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) and that the district has made reasonable efforts to recruit individuals who meet the qualifications specified in items #1-2 above. The Declaration of Need shall also indicate the number and type of emergency permits that the district estimates it will need during the valid period of the Declaration of Need, based on the previous year's actual needs and projections of enrollment. Whenever the actual number of permits needed exceeds the estimate by 10 percent, the Board shall revise and resubmit the Declaration of Need. (5 CCR 80026)

Whenever it is necessary to employ noncredentialed teachers to fill a position requiring certification qualifications, the Superintendent or designee shall provide support and guidance in accordance with law to ensure the quality of the instructional program.

National Board for Professional Teaching Standards Certification

The Superintendent or designee shall promote a career continuum that includes participation of district teachers in professional learning that supports their completion of advanced certification awarded by the National Board for Professional Teaching Standards (NBPTS). The Superintendent or designee may coordinate a cohort of teachers through school or district programs or other available networks.

With Board approval and funding, and consistent with the collective bargaining agreement and applicable law, the Superintendent may provide an incentive program for teacher participation in NBPTS certification, which may include:

1. Defraying, subsidizing, or reimbursing the registration, certification, or maintenance fees for NBPTS certification
2. Providing bonuses, step increases, or differential pay for teachers who maintain their certification and continue to teach in the district, with priority given to teachers at Title I schools and schools serving a majority of low-income students
3. Providing substitute teachers to provide release time for participating teachers
4. Providing stipends for teacher participation that match other professional development stipends
5. Compensating mentor teachers who support other teachers' professional learning aligned to NBPTS standards

(cf. 4161.3 - Professional Leaves)

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At the beginning of each school year, the Superintendent or designee shall notify the parents/guardians of each student attending a school receiving Title I funds that they may request information regarding the professional qualifications of their child's classroom teacher including, but not limited to, whether the teacher: (20 USC 6312)

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2. Is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived
3. Is teaching in the field of discipline of the teacher's certification

(cf. 5145.6 - Parental Notifications)

In addition, the Superintendent or designee shall notify parents/guardians in a timely manner whenever their child has been assigned, or has been taught for four or more consecutive weeks by, a teacher who does not meet applicable state certification or licensure requirements at the grade level and subject area to which the teacher has been assigned. (20 USC 6312)

Legal Reference:

EDUCATION CODE

8360-8370 *Qualifications of child care personnel*

32340-32341 *Unlawful issuance of a credential*

35186 *Complaints regarding teacher vacancy or misassignment*

44066 *Limitations on certification requirements*

44200-44399.1 *Teacher credentialing, especially:*

44250-44277 *Credential types; minimum requirements*

44300-44302 *Emergency permit*

44325-44328 *District interns*

44330-44355 *Certificates and credentials*

44420-44440 *Revocation and suspension of credentials*

44450-44468 *University intern program*

44830-44929 *Employment of certificated persons; requirement of proficiency in basic skills*

56060-56063 *Substitute teachers in special education*

CODE OF REGULATIONS, TITLE 5

80001-80674.6 *Commission on Teacher Credentialing*

UNITED STATES CODE, TITLE 20

6312 *Title I local educational agency plans; notifications regarding teacher qualifications*

CODE OF FEDERAL REGULATIONS, TITLE 34

200.48 *Parent notification regarding teacher qualifications*

COURT DECISIONS

Association of Mexican-American Educators et al. v. State of California and the Commission on Teacher Credentialing, (1993) 836 F.Supp. 1534

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

CL-667 *Basic Skills Requirement*

CL-856 *Provisional Internship Permit*

CL 858 *Short-Term Staff Permit*

Credential Information Guide

Approved Addition and Amendments to Title 5 of the California Code of Regulations Pertaining to Teaching Permit for Statutory Leave (TPSL), Coded Correspondence 16-10, August 23, 2016

Waiver Requests Guidebook, 2015

Hiring Hierarchy in Education Code 44225.7, Coded Correspondence 13-01, January 30, 2013

Subject Matter Authorization Guideline Book, 2012

Supplementary Authorization Guideline Book, 2012

California Standards for the Teaching Profession, 2009

The Administrator's Assignment Manual, rev. September 2007

NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS PUBLICATIONS

Considerations for Using Federal Funds to Support National Board Certification, 2018

WEB SITES

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

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

Commission on Teacher Credentialing, Credential Information Guide (for employers' use only):
<http://www.ctc.ca.gov/credentials/cig>

National Board for Professional Teaching Standards: <http://www.nbpts.org>

National Board Resource Center: nbc.alistrong.net

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

Policy ALAMEDA UNIFIED SCHOOL DISTRICT

adopted: November 15, 2016 Alameda, California

revised:

Employee Notifications

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~~54963-54963~~ Unauthorized disclosure of confidential information

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~~104420-104420~~ Tobacco-free schools

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~~120880-120880~~ Notification to employees re AIDS, AIDS-related conditions, and hepatitis B

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~~763.93-763.93~~ Asbestos management plans

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Policy ~~ALAMEDA UNIFIED SCHOOL DISTRICT~~ CSBA MANUAL MAINTENANCE
SERVICE

adopted: ~~November 27, 2012 Alameda, California~~ May 2020

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Policy ALAMEDA UNIFIED SCHOOL DISTRICT

adopted: November 27, 2012 Alameda, California

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~~54957-21029~~ Retirement credit for period of military service
~~54957~~ Complaints against employees; right to open session
~~54963-54963~~ Unauthorized disclosure of confidential information
HEALTH AND SAFETY CODE
~~1797.196-1797.196~~ Automated external defibrillators; notification of use and locations
~~104420-104420~~ Tobacco-free schools
~~120875-120875~~ Information on AIDS, AIDS-related conditions, and hepatitis B
~~120880-120880~~ Notification to employees re AIDS, AIDS-related conditions, and hepatitis B
LABOR CODE
~~2800.2-245-249~~ Healthy Workplaces, Healthy Families Act of 2014
~~1034~~ Lactation accommodation
~~2800.2~~ Notification of availability of continuation health coverage
~~3550-3553-2810.7~~ Notice to participate in flexible spending account
~~3550-3553~~ Notifications re: workers' compensation benefits
~~5401-5401~~ Workers' compensation; claim form and notice of potential eligibility
PENAL CODE
~~11165.7-11105~~ Access to criminal history information
~~11105.2~~ Subsequent arrest notification
~~11165.7~~ Child Abuse and Neglect Reporting Act; notification requirement
~~11166.5-11166.5~~ Employment; statement of knowledge of duty to report child abuse or neglect
UNEMPLOYMENT INSURANCE CODE
~~2613-2613~~ Disability insurance; notice of rights and benefits
CODE OF REGULATIONS, TITLE 2

~~7288.0~~ Sexual harassment training, provision of district policy

~~11023~~ Nondiscrimination in employment
~~11049~~ Notice of right to request pregnancy disability leave or transfer
~~11091~~ California Family Rights Act, designation notice
~~11096~~ Notice of right to request family care leave

CODE OF REGULATIONS, TITLE 5

~~4622-4622~~ *Uniform complaint procedures*

~~80303-80303~~ *Reports of change in employment status, alleged misconduct*

CODE OF REGULATIONS, TITLE 8

~~3204-3204~~ *Employees exposed to bloodborne pathogens, access to exposure and medical records*

~~5193 California bloodborne pathogens standard~~

~~5191~~ *Chemical hygiene plan*

~~5194~~ *Hazard communication program*

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~~1234-1234~~ *Reports regarding school buses and bus drivers*

~~2480-2480~~ *Vehicle idling, limitations*

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~~6316 School improvement~~

UNITED STATES CODE, TITLE 38

~~4344-4334~~ *Uniformed Services Employment and Reemployment Rights Act, notice requirement*

UNITED STATES CODE, TITLE 41

~~8101-8106~~ *Drug-Free Workplace Act*

CODE OF FEDERAL REGULATIONS, TITLE 29

~~825.300-825.300~~ *Family and Medical Leave Act; notice requirement*

CODE OF FEDERAL REGULATIONS, TITLE 34

~~104.8-84.205-84.210~~ *Drug-free workplace statement*

~~104.8~~ *Nondiscrimination*

~~106.9-106.9~~ *Dissemination of policy, nondiscrimination on basis of sex*

CODE OF FEDERAL REGULATIONS, TITLE 40

~~763.84-763.84~~ *Asbestos inspections, response actions and post-response actions*

~~763.93-763.93~~ *Asbestos management plans*

CODE OF FEDERAL REGULATIONS, TITLE 49

~~382.601-382.113~~ *Controlled substance and alcohol use and testing notifications*

~~382.303~~ *Post-accident information, procedures, and instructions*

~~382.601~~ *Controlled substance and alcohol use and testing notifications*

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SERVICE

adopted: ~~November 27, 2012 Alameda, California~~ May 2020

EMPLOYEE NOTIFICATIONS

The Governing Board believes that providing clear communications to staff is essential to establishing a professional, positive work environment and enhancing their job performance. The Superintendent or designee shall provide district employees all notifications required by law and any other notifications the Superintendent or designee believes will promote staff knowledge of the district's policies, programs, activities, and operations.

When required by law, Board policy, or administrative regulation, district employees shall be asked to sign an acknowledgment indicating receipt of the notification. Such acknowledgments shall be retained in each employee's personnel file.

(cf. 3580 - District Records)

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

*Legal Reference:*EDUCATION CODE

231.5 Sexual harassment policy
17612 Notification of pesticide use
22455.5 STRS information to potential members
22461 Postretirement compensation limitation
35031 Nonreelection of superintendent, assistant superintendent, or manager of classified services
35171 Notice of regulations pertaining to certificated employee evaluations
37616 Notice of public hearing on year-round schedule
44031 Personnel file contents, inspection
44663-44664 Evaluation of certificated employees
44842 Reemployment notices, certificated employees
44896 Transfer of administrator or supervisor to teaching position
44916 Written statement of employment status
44929.21 Reelection or nonreelection of probationary employee after second year
44929.23 Reelection notice, districts with less than 250 ADA
44934 Notice of disciplinary action for cause
44934.1 Suspension or dismissal for egregious misconduct
44936 Notice of suspension or dismissal
44938 Notice of unprofessional conduct and opportunity to correct
44940.5-44941 Notification of suspension and intent to dismiss
44948.3 Dismissal of probationary employees
44948.5 Nonreelection procedures, districts under 250 ADA
44949 Cause, notice and right to hearing
44951 Continuation in position unless notified, administrative or supervisory personnel
44954 Nonreelection of temporary employees
44955 Reduction in number of employees
45113 Notification of charges, classified employees

EDUCATION CODE (continued)

45117 Notice of layoff, classified employees
45169 Employee salary data, classified employees
45192 Industrial and accident leave
45195 Additional leave
46162 Notice of public hearing on block schedule
49013 Complaints regarding student fees

49079 Notification to teacher; student who has engaged in acts re: grounds suspension or expulsion
49414 Epinephrine auto-injectors
49414.3 Administration of opioid antagonist

CIVIL CODE

1798.29 District records, breach of security

GOVERNMENT CODE

1126 Incompatible activities of employees

8355 Certification of drug-free workplace, including notification

12950 Sexual harassment

21029 Retirement credit for period of military service

54957 Complaints against employees; right to open session

54963 Unauthorized disclosure of confidential information

HEALTH AND SAFETY CODE

1797.196 Automated external defibrillators; notification of use and locations

104420 Tobacco-free schools

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120880 Notification to employees re AIDS, AIDS-related conditions, and hepatitis B

LABOR CODE

245-249 Healthy Workplaces, Healthy Families Act of 2014

1034 Lactation accommodation

2800.2 Notification of availability of continuation health coverage

2810.7 Notice to participate in flexible spending account

3550-3553 Notifications re: workers' compensation benefits

5401 Workers' compensation; claim form and notice of potential eligibility

PENAL CODE

11105 Access to criminal history information

11105.2 Subsequent arrest notification

11165.7 Child Abuse and Neglect Reporting Act; notification requirement

11166.5 Employment; statement of knowledge of duty to report child abuse or neglect

UNEMPLOYMENT INSURANCE CODE

2613 Disability insurance; notice of rights and benefits

CODE OF REGULATIONS, TITLE 2

11023 Nondiscrimination in employment

11049 Notice of right to request pregnancy disability leave or transfer

11091 California Family Rights Act, designation notice

11096 Notice of right to request family care leave

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4622 Uniform complaint procedures

80303 Reports of change in employment status, alleged misconduct

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3204 Employees exposed to bloodborne pathogens, access to exposure and medical records

5191 Chemical hygiene plan

5194 Hazard communication program

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UNITED STATES CODE, TITLE 38

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8101-8106 Drug-Free Workplace Act

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adopted: November 27, 2012 Alameda, California

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POLITICAL ACTIVITIES OF EMPLOYEES	4319.25

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Legal Reference: (see next page)

BP 4119.25(b)

4219.25

4319.25

POLITICAL ACTIVITIES OF EMPLOYEES (continued)

Legal Reference:

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~~7050-7057~~ 7050-7058 *Political activities of school officers and employees*

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82041.5 *Definition of mass mailing*

PENAL CODE

424 *Punishment for misuse of public funds*

COURT DECISIONS

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ATTORNEY GENERAL OPINIONS

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77 Ops.Cal.Atty.Gen. 56 (1994)

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Management Resources:

CSBA PUBLICATIONS

~~Political Activities of School Districts: Legal Issues, 1998, revised 2001~~

WEB SITES

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

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~~Policy~~ ~~ALAMEDA UNIFIED SCHOOL DISTRICT~~ ~~CSBA~~ ~~MANUAL~~ ~~MAINTENANCE~~
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~~adopted: August 25, 2009 Alameda, California~~

December 2020

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POLITICAL ACTIVITIES OF EMPLOYEES (continued)

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CSBA PUBLICATIONS

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84 Ops.Cal.Atty.Gen. 52 (2001)
77 Ops.Cal.Atty.Gen. 56 (1994)
PUBLIC EMPLOYMENT RELATIONS BOARD RULINGS
City of Sacramento, (2019) PERB Dec. No. 2702m
Conejo Valley Unified School District, (2009) PERB Dec. No. 2054
East Whittier School District, (2004) PERB Dec. No. 1727
Turlock Joint Elementary School District, (2004) PERB Dec. No. 1490a
San Diego Community College District, (2001) PERB Dec. No. 1467

Management Resources:

WEB SITES

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

California Office of the Attorney General: <http://oag.ca.gov>

Public Employment Relations Board: <http://www.perb.ca.gov>

Policy ALAMEDA UNIFIED SCHOOL DISTRICT

adopted: August 25, 2009 Alameda, California

revised:

Policy 4131: Staff Development

Status:
ADOPTED

Original Adopted Date: 08/25/2009 | Last Revised Date: 02/23/2016 | Last Reviewed Date: 02/23/2016

Certificated Personnel

BP 4131(a)

STAFF DEVELOPMENT

The Governing Board believes that, in order to maximize student learning ~~and~~, achievement, and well-being, certificated staff members must be continuously learning and improving ~~their relevant~~ 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, and strengthen practices related to social-emotional development and learning.

(cf. 6111 - School Calendar)

The Superintendent or designee shall involve teachers, site and district administrators, and others, as appropriate, ~~in the development of~~ when creating, reviewing, and amending the district's staff development program. ~~He/she~~ The Superintendent or designee shall ensure that the district's staff development program is aligned with district priorities for student learning, achievement and well-being, 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)

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 Language Instruction)

(cf. 6142.3 - Civic Education)

(cf. 6142.5 - Environmental Education)

(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. 2. _____ Use of effective, subject-specific teaching methods, strategies, and skills
-
3. 3. _____ Use of technologies to enhance instruction
- and learning, including face-to-face, remote, or hybrid instruction

BP 4131(b)

STAFF DEVELOPMENT (continued)

(cf. 0440 - District Technology Plan)
(cf. 4040 - Employee Use of Technology)
(cf. 4113.5/4213.5/4313.5 - Working Remotely)
(cf. 6158 - Independent Study)
(cf. 6163.4 - Student Use of Technology)

4. 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~~ -with characteristics specified in Education Code 200 and/or 220, Government Code 11135, and/or Penal Code 422.55

(cf. 0410 - Nondiscrimination/Harassment)
(cf. 0415 - Equity)
(cf. 4112.22 - Staff Teaching English Learners)
(cf. 4112.23 - Special Education Staff)
(cf. 5146 - Married/Pregnant/Parenting Students)
(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 Learners)
(cf. 6175 - Migrant Education Program)

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

(cf. 6178 - Career Technical Education)

6. 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. 7.Effective classroom management skills and strategies for establishing a climate that promotes respect, fairness, ~~tolerance~~acceptance, and ~~discipline~~civility, including conflict resolution ~~and~~ and hatred prevention -, and positive behavioral interventions and supports

(cf. 1313 - Civility)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5144 - Discipline)
(cf. 5145.9 - Hate-Motivated Behavior)

BP 4131(c)

STAFF DEVELOPMENT (continued)

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

9. 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. 10.Knowledge of topics related to student mental and physical health, safety, and welfare
-, which may include social-emotional learning and trauma-informed practices

(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. 5141.22 - Infectious Diseases)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5141.5 - Mental Health)
(cf. 5141.52 - Suicide Prevention)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

11. 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. 4119.12 - Title IX Sexual Harassment Complaint Procedures)
(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)
(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)

++

The Superintendent or designee shall, in conjunction with teachers, interns, and administrators, as appropriate, develop an individualized program of professional growth to increase competence, performance, and effectiveness in teaching and classroom management and, as necessary, to assist them in meeting state or federal requirements to be fully qualified for their positions.

(cf. 4112.2 - Certification)
(cf. 4112.21 - Interns)
(cf. 4131.1 - Teacher Support and Guidance)

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 and well-being.

Policy(cf. 0500 - Accountability)

Legal Reference-Disclaimer: (see next page)

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

State

~~5-CCR 13025-13044~~

~~5-CCR 80021~~

~~5-CCR 80021.1~~

~~5-CCR 80023-80026.6~~

~~Ed. Code 44032~~

~~Ed. Code 44259.5~~

~~Ed. Code 44277~~

~~Ed. Code 44300~~

~~Ed. Code 44325-44328~~

~~Ed. Code 44450-44468~~

~~Ed. Code 44570-44578~~

~~Ed. Code 44830.3~~

~~Ed. Code 45028~~

~~Ed. Code 48980~~

~~Ed. Code 52060-52077~~

~~Ed. Code 56240-56245~~

~~Ed. Code 99200-99206~~

~~Gov. Code 3543.2~~

Federal

~~20- USC 6601-6702~~

Management Resources

~~Commission on Teacher Credentialing California Standards for the Teaching Profession, 2009 Publication~~

~~CSBA Publication~~

~~Public Employment Relations Board Decision~~

~~Website~~

~~Website~~

~~Website~~

~~Website~~

Description

~~Professional development and program improvement~~

~~Short-term staff permit~~

~~Provisional internship permit~~

~~Emergency permits~~

~~Travel expense payment~~

~~Standards for teacher preparation~~

~~Professional growth programs for individual teachers~~

~~Emergency permits~~

~~District interns~~

~~University intern program~~

~~Inservice training, secondary education~~

~~Employing district interns~~

~~Salary schedule and exceptions~~

~~Parental notifications~~

~~Local control and accountability plan~~

~~Staff development; service to persons with disabilities~~

~~Subject matter projects~~

~~Scope of representation~~

Description

~~Preparing, Training and Recruiting High Quality Teachers and Principals~~

Description

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

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

~~California Department of Education, Professional Learning~~

~~California Subject Matter Projects~~

~~Commission on Teacher Credentialing~~

~~CSBA~~

Cross References

Code

Description

0000	<u>Vision</u>
0000	<u>Vision</u>
0100	<u>Philosophy</u>
0200	<u>Goals For The School District</u>
0415	<u>Equity</u>
0420	<u>School Plans/Site Councils</u>
0420	<u>School Plans/Site Councils</u>
0440	<u>District Technology Plan</u>
0450	<u>Comprehensive Safety Plan</u>
0450	<u>Comprehensive Safety Plan</u>
0460	<u>Local Control And Accountability Plan</u>
0460	<u>Local Control And Accountability Plan</u>
0500	<u>Accountability</u>
1100	<u>Communication With The Public</u>
1100	<u>Communication With The Public</u>
1113	<u>District And School Web Sites</u>
1113	<u>District And School Web Sites</u>
1113-E(1)	<u>District And School Web Sites</u>
1114	<u>District Sponsored Social Media</u>
1240	<u>Volunteer Assistance</u>
1240	<u>Volunteer Assistance</u>
3100	<u>Budget</u>
3100	<u>Budget</u>
3230	<u>Federal Grant Funds</u>
3230	<u>Federal Grant Funds</u>
3260	<u>Fees And Charges</u>
3260	<u>Fees And Charges</u>
3350	<u>Travel Expenses</u>
3511.1	<u>Integrated Waste Management</u>
3511.1	<u>Integrated Waste Management</u>
3514	<u>Environmental Safety</u>
3514	<u>Environmental Safety</u>
3514.1	<u>Hazardous Substances</u>
3514.1	<u>Hazardous Substances</u>
3515	<u>Campus Security</u>
3515	<u>Campus Security</u>
3515.2	<u>Disruptions</u>
3515.2	<u>Disruptions</u>
3516	<u>Emergencies And Disaster Preparedness Plan</u>
3516	<u>Emergencies And Disaster Preparedness Plan</u>
3516.2	<u>Bomb Threats</u>
3516.3	<u>Earthquake Emergency Procedure System</u>
3542	<u>School Bus Drivers</u>
3550	<u>Food Service/Child Nutrition Program</u>
3550	<u>Food Service/Child Nutrition Program</u>
3580	<u>District Records</u>
3580	<u>District Records</u>
4000	<u>Concepts And Roles</u>
4030	<u>Nondiscrimination In Employment</u>

4030	<u>Nondiscrimination In Employment</u>
4040	<u>Employee Use Of Technology</u>
4040	<u>Employee Use Of Technology</u>
4100	<u>Certificated Personnel</u>
4112.2	<u>Certification</u>
4112.2	<u>Certification</u>
4112.21	<u>Interns</u>
4112.21	<u>Interns</u>
4112.22	<u>Staff Teaching English Learners</u>
4112.23	<u>Special Education Staff</u>
4113	<u>Assignment</u>
4113	<u>Assignment</u>
4115	<u>Evaluation/Supervision</u>
4115	<u>Evaluation/Supervision</u>
4116	<u>Probationary/Permanent Status</u>
4116	<u>Probationary/Permanent Status</u>
4119.11	<u>Sexual Harassment</u>
4119.11	<u>Sexual Harassment</u>
4119.21	<u>Professional Standards</u>
4119.21-E(1)	<u>Professional Standards</u>
4119.41	<u>Employees With Infectious Disease</u>
4119.42	<u>Exposure Control Plan For Bloodborne Pathogens</u>
4119.42	<u>Exposure Control Plan For Bloodborne Pathogens</u>
4119.42-E(1)	<u>Exposure Control Plan For Bloodborne Pathogens</u>
4119.43	<u>Universal Precautions</u>
4119.43	<u>Universal Precautions</u>
4131.1	<u>Teacher Support And Guidance</u>
4157	<u>Employee Safety</u>
4157	<u>Employee Safety</u>
4158	<u>Employee Security</u>
4158	<u>Employee Security</u>
4161	<u>Leaves</u>
4161	<u>Leaves</u>
4219.11	<u>Sexual Harassment</u>
4219.11	<u>Sexual Harassment</u>
4219.21	<u>Professional Standards</u>
4219.21-E(1)	<u>Professional Standards – Code Of Ethics Classified Employees</u>
4219.41	<u>Employees With Infectious Disease</u>
4219.42	<u>Exposure Control Plan for Bloodborne Pathogens</u>
4219.42	<u>Exposure Control Plan for Bloodborne Pathogens</u>
4219.42-E(1)	<u>Exposure Control Plan for Bloodborne Pathogens</u>
4219.43	<u>Universal Precautions</u>
4219.43	<u>Universal Precautions</u>
4222	<u>Teacher Aides/Paraprofessionals</u>
4222	<u>Teacher Aides/Paraprofessionals</u>
4257	<u>Employee Safety</u>
4257	<u>Employee Safety</u>
4258	<u>Employee Security</u>
4258	<u>Employee Security</u>

4261	<u>Leaves</u>
4261	<u>Leaves</u>
4319.11	<u>Sexual Harassment</u>
4319.11	<u>Sexual Harassment</u>
4319.21	<u>Professional Standards</u>
4319.21-E(1)	<u>Professional Standards</u>
4319.41	<u>Employees With Infectious Disease</u>
4319.42	<u>Exposure Control Plan for Bloodborne Pathogens</u>
4319.42	<u>Exposure Control Plan for Bloodborne Pathogens</u>
4319.42-E(1)	<u>Exposure Control Plan for Bloodborne Pathogens</u>
4319.43	<u>Universal Precautions</u>
4319.43	<u>Universal Precautions</u>
4357	<u>Employee Safety</u>
4357	<u>Employee Safety</u>
4358	<u>Employee Security</u>
4358	<u>Employee Security</u>
4361	<u>Leaves</u>
4361	<u>Leaves</u>
5020	<u>Parent Rights And Responsibilities</u>
5020	<u>Parent Rights And Responsibilities</u>
5030	<u>Student Wellness</u>
5121	<u>Grades/Evaluation Of Student Achievement</u>
5121	<u>Grades/Evaluation Of Student Achievement</u>
5131	<u>Conduct</u>
5131.2	<u>Bullying</u>
5131.2	<u>Bullying</u>
5131.6	<u>Alcohol And Other Drugs</u>
5131.6	<u>Alcohol And Other Drugs</u>
5131.63	<u>Steroids</u>
5131.63	<u>Steroids</u>
5131.63-E(1)	<u>Steroids</u>
5137	<u>Positive School Climate</u>
5138	<u>Conflict Resolution/Peer Mediation</u>
5141.21	<u>Administering Medication And Monitoring Health Conditions</u>
5141.21	<u>Administering Medication And Monitoring Health Conditions</u>
5141.4	<u>Child Abuse Prevention And Reporting</u>
5141.52	<u>Suicide Prevention</u>
5141.52	<u>Suicide Prevention</u>
5141.52-E(1)	<u>Suicide Prevention</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.9	<u>Hate-Motivated Behavior</u>
5147	<u>Dropout Prevention</u>
6000	<u>Concepts And Roles</u>
6011	<u>Academic Standards</u>
6020	<u>Parent Involvement</u>
6020	<u>Parent Involvement</u>
6111	<u>School Calendar</u>
6116	<u>Classroom Interruptions</u>

6141	<u>Curriculum Development And Evaluation</u>
6141	<u>Curriculum Development And Evaluation</u>
6141.5	<u>Advanced Placement</u>
6141.5	<u>Advanced Placement</u>
6142.1	<u>Sexual Health And HIV/AIDS Prevention Instruction</u>
6142.1	<u>Sexual Health And HIV/AIDS Prevention Instruction</u>
6142.2	<u>World Language Instruction</u>
6142.2	<u>World Language Instruction</u>
6142.3	<u>Civic Education</u>
6142.5	<u>Environmental Education</u>
6142.6	<u>Visual And Performing Arts Education</u>
6142.7	<u>Physical Education And Activity</u>
6142.7	<u>Physical Education And Activity</u>
6142.8	<u>Comprehensive Health Education</u>
6142.91	<u>Reading/Language Arts Instruction</u>
6142.91	<u>Reading/Language Arts Instruction</u>
6142.92	<u>Mathematics Instruction</u>
6142.93	<u>Science Instruction</u>
6142.94	<u>History-Social Science Instruction</u>
6152.1	<u>Placement In Mathematics Courses</u>
6152.1	<u>Placement In Mathematics Courses</u>
6154	<u>Homework/Makeup Work</u>
6154	<u>Homework/Makeup Work</u>
6154-E(1)	<u>Homework/Makeup Work</u>
6158	<u>Independent Study</u>
6158	<u>Independent Study</u>
6162.5	<u>Student Assessment</u>
6162.6	<u>Use Of Copyrighted Materials</u>
6162.6	<u>Use Of Copyrighted Materials</u>
6163.1	<u>Library Media Centers</u>
6163.4	<u>Student Use Of Technology</u>
6163.4	<u>Student Use Of Technology</u>
6164.2	<u>Guidance/Counseling Services</u>
6164.2	<u>Guidance/Counseling Services</u>
6171	<u>Title I Programs</u>
6171	<u>Title I Programs</u>
6173	<u>Education For Homeless Children</u>
6173	<u>Education For Homeless Children</u>
6173-E(1)	<u>Education For Homeless Children</u>
6173.1	<u>Education For Foster Youth</u>
6173.1	<u>Education For Foster Youth</u>
6173.2	<u>Education Of Children Of Military Families</u>
6174	<u>Education For English Learners</u>
6174	<u>Education For English Learners</u>
6174-E(1)	<u>Education For English Learners</u>
6175	<u>Migrant Education Program</u>
6175	<u>Migrant Education Program</u>
6178	<u>Career Technical Education</u>
6178	<u>Career Technical Education</u>

6184	<u>Continuation Education</u>
6184	<u>Continuation Education</u>
6200	<u>Adult Education</u>
6200	<u>Adult Education</u>
6200-E(1)	<u>Adult Education</u>

BP 4131(e)

STAFF DEVELOPMENT (continued)

Legal Reference:

EDUCATION CODE

200 Educational equity

218 Lesbian, gay, bisexual, transgender, queer, and questioning student resources

220 Prohibition of discrimination

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

44830.3 District interns45028 Salary schedule and exceptions

48980 Notification of parents/guardians; schedule of minimum days

51745-51749.6 Independent study

52060-52077 Local control and accountability plan

56240-56245 Staff development; service to persons with disabilities

99200-99204 Subject matter projects

GOVERNMENT CODE

3543.2 Scope of representation of employee organization

11135 Discrimination

PENAL CODE

422.55 Hate crime

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

1681-1688 Discrimination based on sex or blindness, Title IX

6601-6692 Preparing, training, and recruiting high quality teachers and principals

UNITED STATES CODE TITLE 29

794 Rehabilitation Act of 1973, Section 504

UNITED STATES CODE TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964
12101-12213 Americans with Disabilities Act
PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS
United Faculty of Contra Costa Community College District v. Contra Costa Community College District, (1990) PERB Dec. No. 804, 14 PERC P21085

Management Resources: (see next page)

BP 4131(f)

STAFF DEVELOPMENT (continued)

Management Resources:

CSBA PUBLICATIONS

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

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Digital Learning Integration and Standards Guidance, June 2021

Social and Emotional Learning in California, A Guide to Resources, October 2018

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Standards for the Teaching Profession (CSTP), 2009

WEB SITES

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

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

California Department of Education, Supporting LGBTQ+ Students:

<https://www.cde.ca.gov/pd/ee/supportlgbtq.asp>

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

Collaborative for Academic, Social, and Emotional Learning: <https://casel.org>

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

Public Employment Relations Board: <https://perb.ca.gov>

Policy	CSBA POLICY MANUAL UPDATE
adopted:	September 2021

STAFF DEVELOPMENT

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(cf. 0000 - Vision)

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(cf. 0420 - School Plans/Site Councils)

(cf. 0460 - Local Control and Accountability Plan)

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(cf. 6142.2 - World Language Instruction)

(cf. 6142.3 - Civic Education)

(cf. 6142.5 - Environmental Education)

(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 and learning, including face-to-face, remote, or hybrid instruction

(cf. 0440 - District Technology Plan)
(cf. 4040 - Employee Use of Technology)
(cf. 4113.5/4213.5/4313.5 - Working Remotely)
(cf. 6158 - Independent Study)
(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 with characteristics specified in Education Code 200 and/or 220, Government Code 11135, and/or Penal Code 422.55

(cf. 0410 - Nondiscrimination/Harassment)
(cf. 0415 - Equity)
(cf. 4112.22 - Staff Teaching English Learners)
(cf. 4112.23 - Special Education Staff)
(cf. 5146 - Married/Pregnant/Parenting Students)
(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 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, acceptance, and civility, including conflict resolution, hatred prevention, and positive behavioral interventions and supports

(cf. 1313 - Civility)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5144 - Discipline)
(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 mental and physical health, safety, and welfare, which may include social-emotional learning and trauma-informed practices

(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. 5141.22 - Infectious Diseases)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5141.5 - Mental Health)
(cf. 5141.52 - Suicide Prevention)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

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. 4119.12 - Title IX Sexual Harassment Complaint Procedures)
(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)
(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)

The Superintendent or designee shall, in conjunction with teachers, interns, and administrators, as appropriate, develop an individualized program of professional growth to increase competence, performance, and effectiveness in teaching and classroom management and, as necessary, to assist them in meeting state or federal requirements to be fully qualified for their positions.

(cf. 4112.2 - Certification)
(cf. 4112.21 - Interns)
(cf. 4131.1 - Teacher Support and Guidance)

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 and well-being.

(cf. 0500 - Accountability)

Legal Reference:

EDUCATION CODE

200 Educational equity

218 Lesbian, gay, bisexual, transgender, queer, and questioning student resources

220 Prohibition of discrimination

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

44830.3 District interns 45028 Salary schedule and exceptions

48980 Notification of parents/guardians; schedule of minimum days

51745-51749.6 Independent study

52060-52077 Local control and accountability plan

56240-56245 Staff development; service to persons with disabilities

99200-99204 Subject matter projects

GOVERNMENT CODE

3543.2 Scope of representation of employee organization

11135 Discrimination

PENAL CODE

422.55 Hate crime

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

1681-1688 Discrimination based on sex or blindness, Title IX

6601-6692 Preparing, training, and recruiting high quality teachers and principals

UNITED STATES CODE TITLE 29

794 Rehabilitation Act of 1973, Section 504

UNITED STATES CODE TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

12101-12213 Americans with Disabilities Act

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

United Faculty of Contra Costa Community College District v. Contra Costa Community College District, (1990) PERB Dec. No. 804, 14 PERC P21085

Management Resources:

CSBA PUBLICATIONS

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

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Digital Learning Integration and Standards Guidance, June 2021

Social and Emotional Learning in California, A Guide to Resources, October 2018

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Standards for the Teaching Profession (CSTP), 2009

WEB SITES

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

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

California Department of Education, Supporting LGBTQ+ Students:

<https://www.cde.ca.gov/pd/ee/supportlgbtq.asp>

California Subject Matter Project: <http://csmf.ucop.edu>

Collaborative for Academic, Social, and Emotional Learning: <https://casel.org>

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

Public Employment Relations Board: <https://perb.ca.gov>

Policy ALAMEDA UNIFIED SCHOOL DISTRICT

adopted: August 25, 2009 Alameda, California

revised: February 23, 2016

revised:

Bargaining Units—

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<u>All Personnel</u>	BP 4140(a)
	<u>4240</u>
<u>BARGAINING UNITS</u>	<u>4340</u>

The Governing Board recognizes the right of district employees to form a bargaining unit, select an employee organization as their exclusive representative, and be represented by that organization in their employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

(cf. ~~4141/4241~~ 4141/4241 - *Collective Bargaining Agreement*)

(cf. ~~4143/4243~~ 4143/4243 - *Negotiations/Consultation*)

(cf. ~~9000~~ 9000 - *Role of the Board*)

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code ~~3543.5~~ 3543.5)

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

(cf. 4119.25/4219.25/4319.25 - *Political Activities of Employees*)

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code ~~3545~~ 3545)

The district may recognize a bargaining unit of supervisory employees if: (Government Code ~~3545~~ 3545)

- 1.- The bargaining unit includes all supervisory employees.
- 2.- The supervisors are not represented by the same organization that represents employees whom the supervisory employees supervise.

(cf. ~~4300~~ 4300 - *Administrative and Supervisory Personnel*)

(cf. ~~4301~~ 4301 - *Administrative Staff Organization*)

(cf. ~~4312.1~~ 4312.1 - *Contracts*)

For this purpose, *supervisory employee* means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, discipline, assign work, direct, adjust grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be

merely routine or clerical in nature, but shall require the use of independent judgment. (Government Code ~~3540.1~~ 3540.1)

	BP 4140(b)
	4240
	4340

BARGAINING UNITS (continued)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. Such employees may represent themselves individually ~~or~~. For purposes other than negotiations and bargaining, such employees may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. ~~When represented by an employee organization, that organization shall not meet and negotiate with the district. For this purpose: (Government Code 3540.1, 3543.4)~~ For this purpose: (Government Code 3540.1, 3543.4)

- 1.- Management employee means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board.
- 2.- Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code ~~3543.5, 3543.5~~, 3550)

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

~~(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)~~

The Superintendent or designee may communicate with district employees regarding their rights under the law. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' right to join or support an employee organization or to refrain from joining or supporting an employee organization, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the

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BARGAINING UNITS (continued)

district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication provided that, at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to Employee Orientations ~~and Contact Information~~

The district shall permit employee organizations access to new employee orientations where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation. However, in any specific instance where an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice, a shorter notice may be provided. ~~(Government Code 3555.5, 3556)~~ (Government Code 3555.5, 3556)

The structure, time, and manner of the access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative, following a request to negotiate by either party. If the district and exclusive representative fail to reach an agreement, matters related to the access to new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. ~~(Government Code 3556, 3557)~~ (Government Code 3556, 3557)

The date, time, and place of the orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code ~~3556~~ 3556)

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire. In addition, the Superintendent or designee shall provide the same

BP 4140(d)

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BARGAINING UNITS (continued)

information in regard to all employees in the bargaining unit to an exclusive representative at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. ~~(Government Code 3558, 6254.3)~~ (Government Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor ~~shall he/she~~ disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code ~~6207, 6207~~ or ~~of~~ any employee who provides a written request that the information not be disclosed for this purpose. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. ~~(Government Code 3558, 6207, 6254.3)~~ (Government Code 3558, 6207, 6254.3)

(cf. ~~1340, 1340~~ - Access to District Records)

Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the

employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. ~~(Education Code 45060, 45168)~~ (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be

BP 4140(e)

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BARGAINING UNITS (continued)

required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. ~~(Education Code 45060, 45168)~~ (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. ~~(Education Code 45060, 45168)~~ (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. _Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. _The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. ~~(Education Code 45060, 45168)~~ (Education Code 45060, 45168)

Legal Reference: (see next page)

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BARGAINING UNITS (continued)

Legal Reference:

EDUCATION CODE

45060-45061.5 Deduction of fees from salary or wage payment, certificated employees

45100.5 Senior management positions

45104.5 Abolishment of senior classified management positions

45108.5 Definition of senior classified management employees

45108.7 Waiver of provisions of 45108.5

45168 Deduction of fees from salary or wage payment, classified employees

45220-45320 Merit system, classified employees

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act, especially:

3540.1 Definitions

3543.4 Management position; representation

3545 Appropriateness of unit; basis

3550-3552 Prohibition on public employers deterring or discouraging union membership

3555-3559 Public employee communication, information and orientation

6205-6210 Confidentiality of addresses for victims of domestic violence, sexual assault or stalking

6254.3 Disclosure of employee contact information to employee organization

6503.5 Joint powers agencies

53260-53264 Employment contracts

CODE OF REGULATIONS, TITLE 8

33015-33490 Recognition of exclusive representative; proceedings

33700-33710 Severance of established unit

34020 Petition to rescind organizational security arrangement

34055 Reinstatement of organizational security arrangement

COURT DECISIONS

Janus v. American Federation of State, County and Municipal Employees, Council 31, (2018) 138

S.Ct. 2448

Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083

County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th 905

PUBLIC EMPLOYMENT RELATIONS BOARD RULINGS

City of Sacramento, (2019) PERB Dec. No. 2702m

East Whittier School District, (2004) PERB Dec. No. 1727

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WEB SITES

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Association of California School Administrators: <http://www.acsa.org> <http://www.acsa.org>

California Federation of Teachers: <http://www.cft.org> <http://www.cft.org>

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

California Teachers Association: <http://www.cta.org> <http://www.cta.org>

Public Employment Relations Board: <http://www.perb.ca.gov> <http://www.perb.ca.gov>

Policy ~~ALAMEDA UNIFIED SCHOOL DISTRICT~~ CSBA MANUAL MAINTENANCE
SERVICE

adopted: ~~June 26, 2012 Alameda, California~~ December 2020

~~revised: May 8, 2018~~

~~revised: October 9, 2018~~

BARGAINING UNITS

The Governing Board recognizes the right of district employees to form a bargaining unit, select an employee organization as their exclusive representative, and be represented by that organization in their employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4143/4243 - Negotiations/Consultation)

(cf. 9000 - Role of the Board)

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

The district may recognize a bargaining unit of supervisory employees if: (Government Code 3545)

1. The bargaining unit includes all supervisory employees.
2. The supervisors are not represented by the same organization that represents employees whom the supervisory employees supervise.

(cf. 4300 - Administrative and Supervisory Personnel)

(cf. 4301 - Administrative Staff Organization)

(cf. 4312.1 - Contracts)

For this purpose, *supervisory employee* means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, discipline, assign work, direct, adjust grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be merely routine or clerical in nature, but shall require the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. Such employees may represent themselves

individually. For purposes other than negotiations and bargaining, such employees may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. For this purpose: (Government Code 3540.1, 3543.4)

1. *Management employee* means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board.
2. *Confidential employee* means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)

(*cf.* 4119.1/4219.1/4319.1 - *Civil and Legal Rights*)

The Superintendent or designee may communicate with district employees regarding their rights under the law. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' right to join or support an employee organization or to refrain from joining or supporting an employee organization, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication provided that, at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to Employee Orientations

The district shall permit employee organizations access to new employee orientations where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation. However, in any specific instance where an unforeseeable,

urgent need critical to the district's operation prevents the required 10 days' notice, a shorter notice may be provided. (Government Code 3555.5, 3556)

The structure, time, and manner of the access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative, following a request to negotiate by either party. If the district and exclusive representative fail to reach an agreement, matters related to the access to new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of the orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

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The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire. In addition, the Superintendent or designee shall provide the same information in regard to all employees in the bargaining unit to an exclusive representative at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or of any employee who provides a written request that the information not be disclosed for this purpose. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

(cf. 1340 - Access to District Records)

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An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

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Legal Reference:

EDUCATION CODE

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45168 *Deduction of fees from salary or wage payment, classified employees*

45220-45320 *Merit system, classified employees*

GOVERNMENT CODE

3540-3549.3 *Educational Employment Relations Act, especially:*

3540.1 *Definitions*

3543.4 *Management position; representation*

3545 *Appropriateness of unit; basis*

3550-3552 *Prohibition on public employers deterring or discouraging union membership*

3555-3559 *Public employee communication, information and orientation*

6205-6210 *Confidentiality of addresses for victims of domestic violence, sexual assault or stalking*

6254.3 *Disclosure of employee contact information to employee organization*

6503.5 *Joint powers agencies*

53260-53264 *Employment contracts*

CODE OF REGULATIONS, TITLE 8

33015-33490 *Recognition of exclusive representative; proceedings*

33700-33710 *Severance of established unit*

34020 *Petition to rescind organizational security arrangement*

34055 *Reinstatement of organizational security arrangement*

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Policy ALAMEDA UNIFIED SCHOOL DISTRICT

adopted: June 26, 2012 Alameda, California

revised: May 8, 2018

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revised:

Bargaining Units—

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All Personnel	BP 4140(a)
	<u>4240</u>
BARGAINING UNITS	<u>4340</u>

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Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code ~~3545~~ 3545)

The district may recognize a bargaining unit of supervisory employees if: (Government Code ~~3545~~ 3545)

- 1.- The bargaining unit includes all supervisory employees.
- 2.- The supervisors are not represented by the same organization that represents employees whom the supervisory employees supervise.

(cf. ~~4300~~ 4300 - *Administrative and Supervisory Personnel*)

(cf. ~~4301~~ 4301 - *Administrative Staff Organization*)

(cf. ~~4312.1~~ 4312.1 - *Contracts*)

For this purpose, *supervisory employee* means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, discipline, assign work, direct, adjust grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be

merely routine or clerical in nature, but shall require the use of independent judgment. (Government Code ~~3540.1~~ 3540.1)

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BARGAINING UNITS (continued)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. Such employees may represent themselves individually ~~or~~. For purposes other than negotiations and bargaining, such employees may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. ~~When represented by an employee organization, that organization shall not meet and negotiate with the district. For this purpose: (Government Code 3540.1, 3543.4)~~ For this purpose: (Government Code 3540.1, 3543.4)

- 1.- Management employee means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board.
- 2.- Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code ~~3543.5~~, 3543.5, 3550)

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

~~(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)~~

The Superintendent or designee may communicate with district employees regarding their rights under the law. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' right to join or support an employee organization or to refrain from joining or supporting an employee organization, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the

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BARGAINING UNITS (continued)

district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication provided that, at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to Employee Orientations ~~and Contact Information~~

The district shall permit employee organizations access to new employee orientations where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation. However, in any specific instance where an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice, a shorter notice may be provided. ~~(Government Code 3555.5, 3556)~~ (Government Code 3555.5, 3556)

The structure, time, and manner of the access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative, following a request to negotiate by either party. If the district and exclusive representative fail to reach an agreement, matters related to the access to new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. ~~(Government Code 3556, 3557)~~ (Government Code 3556, 3557)

The date, time, and place of the orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code ~~3556~~ 3556)

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire. In addition, the Superintendent or designee shall provide the same

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BARGAINING UNITS (continued)

information in regard to all employees in the bargaining unit to an exclusive representative at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. ~~(Government Code 3558, 6254.3)~~ (Government Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor ~~shall he/she~~ disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code ~~6207, 6207~~ or ~~of~~ any employee who provides a written request that the information not be disclosed for this purpose. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. ~~(Government Code 3558, 6207, 6254.3)~~ (Government Code 3558, 6207, 6254.3)

(cf. ~~1340, 1340~~ - Access to District Records)

Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the

employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. ~~(Education Code 45060, 45168)~~ (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be

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BARGAINING UNITS (continued)

required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. ~~(Education Code 45060, 45168)~~ (Education Code 45060, 45168)

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A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. ~~(Education Code 45060, 45168)~~ (Education Code 45060, 45168)

Legal Reference: (see next page)

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BARGAINING UNITS (continued)

Legal Reference:

EDUCATION CODE

45060-45061.5 Deduction of fees from salary or wage payment, certificated employees

45100.5 Senior management positions

45104.5 Abolishment of senior classified management positions

45108.5 Definition of senior classified management employees

45108.7 Waiver of provisions of 45108.5

45168 Deduction of fees from salary or wage payment, classified employees

45220-45320 Merit system, classified employees

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act, especially:

3540.1 Definitions

3543.4 Management position; representation

3545 Appropriateness of unit; basis

3550-3552 Prohibition on public employers deterring or discouraging union membership

3555-3559 Public employee communication, information and orientation

6205-6210 Confidentiality of addresses for victims of domestic violence, sexual assault or stalking

6254.3 Disclosure of employee contact information to employee organization

6503.5 Joint powers agencies

53260-53264 Employment contracts

CODE OF REGULATIONS, TITLE 8

33015-33490 Recognition of exclusive representative; proceedings

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COURT DECISIONS

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S.Ct. 2448

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City of Sacramento, (2019) PERB Dec. No. 2702m

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

California Teachers Association: <http://www.cta.org> <http://www.cta.org>

Public Employment Relations Board: <http://www.perb.ca.gov> <http://www.perb.ca.gov>

Policy ~~ALAMEDA UNIFIED SCHOOL DISTRICT~~ CSBA MANUAL MAINTENANCE
SERVICE

adopted: ~~June 26, 2012 Alameda, California~~ December 2020

~~revised: May 8, 2018~~

~~revised: October 9, 2018~~

BARGAINING UNITS

The Governing Board recognizes the right of district employees to form a bargaining unit, select an employee organization as their exclusive representative, and be represented by that organization in their employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4143/4243 - Negotiations/Consultation)

(cf. 9000 - Role of the Board)

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

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Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

The district may recognize a bargaining unit of supervisory employees if: (Government Code 3545)

1. The bargaining unit includes all supervisory employees.
2. The supervisors are not represented by the same organization that represents employees whom the supervisory employees supervise.

(cf. 4300 - Administrative and Supervisory Personnel)

(cf. 4301 - Administrative Staff Organization)

(cf. 4312.1 - Contracts)

For this purpose, *supervisory employee* means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, discipline, assign work, direct, adjust grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be merely routine or clerical in nature, but shall require the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. Such employees may represent themselves individually. For purposes other than negotiations and bargaining, such employees may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. For this purpose: (Government Code 3540.1, 3543.4)

1. *Management employee* means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board.
2. *Confidential employee* means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)

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The Superintendent or designee may communicate with district employees regarding their rights under the law. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' right to join or support an employee organization or to refrain from joining or supporting an employee organization, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication provided that, at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to Employee Orientations

The district shall permit employee organizations access to new employee orientations where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other

employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation. However, in any specific instance where an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice, a shorter notice may be provided. (Government Code 3555.5, 3556)

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The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire. In addition, the Superintendent or designee shall provide the same information in regard to all employees in the bargaining unit to an exclusive representative at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or of any employee who provides a written request that the information not be disclosed for this purpose. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

(cf. 1340 - Access to District Records)

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45168 *Deduction of fees from salary or wage payment, classified employees*

45220-45320 *Merit system, classified employees*

GOVERNMENT CODE

3540-3549.3 *Educational Employment Relations Act, especially:*

3540.1 *Definitions*

3543.4 *Management position; representation*

3545 *Appropriateness of unit; basis*

3550-3552 *Prohibition on public employers deterring or discouraging union membership*

3555-3559 *Public employee communication, information and orientation*

6205-6210 *Confidentiality of addresses for victims of domestic violence, sexual assault or stalking*

6254.3 *Disclosure of employee contact information to employee organization*

6503.5 *Joint powers agencies*

53260-53264 *Employment contracts*

CODE OF REGULATIONS, TITLE 8

33015-33490 *Recognition of exclusive representative; proceedings*

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34020 *Petition to rescind organizational security arrangement*

34055 *Reinstatement of organizational security arrangement*

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Public Employment Relations Board: <http://www.perb.ca.gov>

Policy ALAMEDA UNIFIED SCHOOL DISTRICT

adopted: June 26, 2012 Alameda, California

revised: May 8, 2018

revised: October 9, 2018

revised:

Bargaining Units—

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<u>All Personnel</u>	BP 4140(a)
	<u>4240</u>
<u>BARGAINING UNITS</u>	<u>4340</u>

The Governing Board recognizes the right of district employees to form a bargaining unit, select an employee organization as their exclusive representative, and be represented by that organization in their employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

(cf. ~~4141/4241~~ 4141/4241 - *Collective Bargaining Agreement*)

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(cf. ~~4301~~ 4301 - *Administrative Staff Organization*)

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	BP 4140(b)
	4240
	4340

BARGAINING UNITS (continued)

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BARGAINING UNITS (continued)

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BARGAINING UNITS (continued)

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When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the

employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. ~~(Education Code 45060, 45168)~~ (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be

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BARGAINING UNITS (continued)

required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. ~~(Education Code 45060, 45168)~~ (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. ~~(Education Code 45060, 45168)~~ (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. ~~(Education Code 45060, 45168)~~ (Education Code 45060, 45168)

Legal Reference: (see next page)

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BARGAINING UNITS (continued)

Legal Reference:

EDUCATION CODE

45060-45061.5 Deduction of fees from salary or wage payment, certificated employees

45100.5 Senior management positions

45104.5 Abolishment of senior classified management positions

45108.5 Definition of senior classified management employees

45108.7 Waiver of provisions of 45108.5

45168 Deduction of fees from salary or wage payment, classified employees

45220-45320 Merit system, classified employees

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act, especially:

3540.1 Definitions

3543.4 Management position; representation

3545 Appropriateness of unit; basis

3550-3552 Prohibition on public employers deterring or discouraging union membership

3555-3559 Public employee communication, information and orientation

6205-6210 Confidentiality of addresses for victims of domestic violence, sexual assault or stalking

6254.3 Disclosure of employee contact information to employee organization

6503.5 Joint powers agencies

53260-53264 Employment contracts

CODE OF REGULATIONS, TITLE 8

33015-33490 Recognition of exclusive representative; proceedings

33700-33710 Severance of established unit

34020 Petition to rescind organizational security arrangement

34055 Reinstatement of organizational security arrangement

COURT DECISIONS

Janus v. American Federation of State, County and Municipal Employees, Council 31, (2018) 138

S.Ct. 2448

Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083

County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th 905

PUBLIC EMPLOYMENT RELATIONS BOARD RULINGS

City of Sacramento, (2019) PERB Dec. No. 2702m

East Whittier School District, (2004) PERB Dec. No. 1727

Management Resources:

WEB SITES

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

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

Association of California School Administrators: <http://www.acsa.org> <http://www.acsa.org>

California Federation of Teachers: <http://www.cft.org> <http://www.cft.org>

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Public Employment Relations Board: <http://www.perb.ca.gov> <http://www.perb.ca.gov>

Policy ~~ALAMEDA UNIFIED SCHOOL DISTRICT~~ CSBA MANUAL MAINTENANCE
SERVICE

adopted: ~~June 26, 2012 Alameda, California~~ December 2020

~~revised: May 8, 2018~~

~~revised: October 9, 2018~~

BARGAINING UNITS

The Governing Board recognizes the right of district employees to form a bargaining unit, select an employee organization as their exclusive representative, and be represented by that organization in their employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4143/4243 - Negotiations/Consultation)

(cf. 9000 - Role of the Board)

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

The district may recognize a bargaining unit of supervisory employees if: (Government Code 3545)

1. The bargaining unit includes all supervisory employees.
2. The supervisors are not represented by the same organization that represents employees whom the supervisory employees supervise.

(cf. 4300 - Administrative and Supervisory Personnel)

(cf. 4301 - Administrative Staff Organization)

(cf. 4312.1 - Contracts)

For this purpose, *supervisory employee* means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, discipline, assign work, direct, adjust grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be merely routine or clerical in nature, but shall require the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. Such employees may represent themselves individually. For purposes other than negotiations and bargaining, such employees may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. For this purpose: (Government Code 3540.1, 3543.4)

1. *Management employee* means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board.
2. *Confidential employee* means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

The Superintendent or designee may communicate with district employees regarding their rights under the law. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' right to join or support an employee organization or to refrain from joining or supporting an employee organization, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication provided that, at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to Employee Orientations

The district shall permit employee organizations access to new employee orientations where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other

employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation. However, in any specific instance where an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice, a shorter notice may be provided. (Government Code 3555.5, 3556)

The structure, time, and manner of the access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative, following a request to negotiate by either party. If the district and exclusive representative fail to reach an agreement, matters related to the access to new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of the orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire. In addition, the Superintendent or designee shall provide the same information in regard to all employees in the bargaining unit to an exclusive representative at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or of any employee who provides a written request that the information not be disclosed for this purpose. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

(cf. 1340 - Access to District Records)

Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject

to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

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45100.5 Senior management positions

45104.5 Abolishment of senior classified management positions

45108.5 Definition of senior classified management employees

45108.7 *Waiver of provisions of 45108.5*
 45168 *Deduction of fees from salary or wage payment, classified employees*
 45220-45320 *Merit system, classified employees*
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 3540-3549.3 *Educational Employment Relations Act, especially:*
 3540.1 *Definitions*
 3543.4 *Management position; representation*
 3545 *Appropriateness of unit; basis*
 3550-3552 *Prohibition on public employers deterring or discouraging union membership*
 3555-3559 *Public employee communication, information and orientation*
 6205-6210 *Confidentiality of addresses for victims of domestic violence, sexual assault or stalking*
 6254.3 *Disclosure of employee contact information to employee organization*
 6503.5 *Joint powers agencies*
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 33015-33490 *Recognition of exclusive representative; proceedings*
 33700-33710 *Severance of established unit*
 34020 *Petition to rescind organizational security arrangement*
 34055 *Reinstatement of organizational security arrangement*
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PUBLIC EMPLOYMENT RELATIONS BOARD RULINGS
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 California School Employees Association: <http://www.csea.com>
 California Teachers Association: <http://www.cta.org>
 Public Employment Relations Board: <http://www.perb.ca.gov>

Policy ALAMEDA UNIFIED SCHOOL DISTRICT

adopted: June 26, 2012 Alameda, California

revised: May 8, 2018

revised: October 9, 2018

revised:

Employee Safety

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The Governing Board of Education is committed to maximizing employee safety and believes that workplace safety is every employee's the responsibility of every employee. Working conditions and equipment shall be maintained in compliance comply with standards prescribed by federal, state, and local laws and regulations.

(cf. 0450 - Comprehensive Safety Plan)

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402) (Labor Code 6402)

The Board expects all Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

All employees are expected to use safe work practices and, to the extent possible, correct any unsafe conditions which may occur. If an employee is unable to correct an unsafe condition, he/she/the employee shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall promote safety and correct any unsafe work practice through education, training and enforcement.

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

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

The Superintendent or designee shall establish and implement a written injury and illness prevention program, and provide employees with access to such program, in accordance with law. (Labor Code 6401.7) 6401.7; 8 CCR 3203)

The Board shall ensure that the Superintendent or designee provides eye protective devices as specified in law and administrative regulation.

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

(cf. 4157.2/4257.2/4357.2 - Ergonomics)

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

The Superintendent or designee shall make first aid materials readily available at district workplaces and shall make effective provisions to prepare for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for ~~making complaints, instituting~~ exercising any right regarding employee safety or health specified in Labor Code 6310, including:

1. Making a report or complaint
2. Instituting proceedings or ~~testifying~~ causing proceedings to be instituted
3. Testifying with regard to employee safety or health, ~~or for participating~~

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EMPLOYEE SAFETY (continued)

4. Participating in any occupational health and safety committee established pursuant to Labor Code ~~6401.7. (Labor Code 6310)~~ 6401.7
5. Requesting access to injury or illness reports and records
6. Exercising any other right protected by the Occupational Safety and Health Act

Legal Reference:

EDUCATION CODE

~~32030-32034~~ Eye safety

~~32225-32226-32030-32034~~ Eye safety

~~32225-32226~~ Communications devices in classrooms

~~32280-32289~~ School safety plans

~~44984-32280-32289.5~~ School safety plans

~~44984~~ Required rules for industrial accident and illness leave of absence

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~~3543.2-3543.2~~ Scope of bargaining

LABOR CODE

3300 Definitions

~~6305-132a~~ Workers' compensation; nondiscrimination

3300 Definitions of employer
6305 Occupational safety and health standards; special order
~~6310-6310~~ Retaliation for filing complaint prohibited
~~6400-6413.5-6400-6413.5~~ Responsibilities and duties of employers and employees, especially:
~~6401.7-6401.7~~ Injury and illness prevention program
CODE OF REGULATIONS, TITLE 8
~~3203-3203~~ Injury and illness prevention program
~~3400-3204~~ Access to employee exposure and medical records
3400 Medical services and first aid

5095-5100 Control of noise exposure

5095-5100 Control of noise exposure
5193 Bloodborne pathogens
14000-14316 Occupational injury or illness reports and records
CODE OF REGULATIONS, TITLE 17
2508 Reporting of communicable diseases
CODE OF FEDERAL REGULATIONS, TITLE 29
~~1910.95 Noise standards~~651-678 Occupational safety and health
1910.95 Occupational noise exposure
1910.1030 Bloodborne pathogens

Management Resources: (see next page)

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EMPLOYEE SAFETY (continued)

Management Resources:

DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS
Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 20052011
WEB SITES
California Department of Industrial Relations, Occupational Safety and Health: http://www.dir.ca.gov/occupational_safety.html
http://www.dir.ca.gov/occupational_safety.html
Centers for Disease Control and Prevention: <http://www.cdc.gov> <http://www.cdc.gov>
National Hearing Conservation Association: <http://www.hearingconservation.org>
<http://www.hearingconservation.org>
National Institute for Occupational Safety and Health: <http://www.cdc.gov/niosh>
<http://www.cdc.gov/niosh>
U.S. Department of Labor, Occupational Safety and Health Administration: <http://www.osha.gov>
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Policy ~~ALAMEDA UNIFIED SCHOOL DISTRICT~~ CSBA MANUAL MAINTENANCE
SERVICE

adopted: ~~August 10, 2010 Alameda, California~~

October 2020

EMPLOYEE SAFETY

The Governing Board is committed to maximizing employee safety and believes that workplace safety is the responsibility of every employee. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

(cf. 0450 - Comprehensive Safety Plan)

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

All employees are expected to use safe work practices and, to the extent possible, correct any unsafe conditions which may occur. If an employee is unable to correct an unsafe condition, the employee shall immediately report the problem to the Superintendent or designee.

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

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

The Superintendent or designee shall establish and implement a written injury and illness prevention program, and provide employees with access to such program, in accordance with law. (Labor Code 6401.7; 8 CCR 3203)

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

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

The Superintendent or designee shall make first aid materials readily available at district workplaces and shall make effective provisions to prepare for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for exercising any right regarding employee safety or health specified in Labor Code 6310, including:

1. Making a report or complaint
2. Instituting proceedings or causing proceedings to be instituted
3. Testifying with regard to employee safety or health

4. Participating in any occupational health and safety committee established pursuant to Labor Code 6401.7
5. Requesting access to injury or illness reports and records
6. Exercising any other right protected by the Occupational Safety and Health Act

Legal Reference:

EDUCATION CODE

32030-32034 Eye safety

32225-32226 Communications devices in classrooms

32280-32289.5 School safety plans

44984 Required rules for industrial accident and illness leave of absence

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3300 Definitions of employer

6305 Occupational safety and health standards; special order

6310 Retaliation for filing complaint prohibited

6400-6413.5 Responsibilities and duties of employers and employees, especially:

6401.7 Injury and illness prevention program

CODE OF REGULATIONS, TITLE 8

3203 Injury and illness prevention program

3204 Access to employee exposure and medical records

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5193 Bloodborne pathogens

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2508 Reporting of communicable diseases

CODE OF FEDERAL REGULATIONS, TITLE 29

651-678 Occupational safety and health

1910.95 Occupational noise exposure

1910.1030 Bloodborne pathogens

Management Resources:

DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS

Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2011

WEB SITES

California Department of Industrial Relations, Occupational Safety and Health:

http://www.dir.ca.gov/occupational_safety.html

Centers for Disease Control and Prevention: <http://www.cdc.gov>

National Hearing Conservation Association: <http://www.hearingconservation.org>

National Institute for Occupational Safety and Health: <http://www.cdc.gov/niosh>

U.S. Department of Labor, Occupational Safety and Health Administration: <http://www.osha.gov>

Policy ALAMEDA UNIFIED SCHOOL DISTRICT

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<http://www.cdc.gov/niosh>
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October 2020

EMPLOYEE SAFETY

The Governing Board is committed to maximizing employee safety and believes that workplace safety is the responsibility of every employee. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

(cf. 0450 - Comprehensive Safety Plan)

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

All employees are expected to use safe work practices and, to the extent possible, correct any unsafe conditions which may occur. If an employee is unable to correct an unsafe condition, the employee shall immediately report the problem to the Superintendent or designee.

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

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

The Superintendent or designee shall establish and implement a written injury and illness prevention program, and provide employees with access to such program, in accordance with law. (Labor Code 6401.7; 8 CCR 3203)

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

(cf. 4157.2/4257.2/4357.2 - Ergonomics)

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

The Superintendent or designee shall make first aid materials readily available at district workplaces and shall make effective provisions to prepare for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for exercising any right regarding employee safety or health specified in Labor Code 6310, including:

1. Making a report or complaint
2. Instituting proceedings or causing proceedings to be instituted
3. Testifying with regard to employee safety or health

4. Participating in any occupational health and safety committee established pursuant to Labor Code 6401.7
5. Requesting access to injury or illness reports and records
6. Exercising any other right protected by the Occupational Safety and Health Act

Legal Reference:

EDUCATION CODE

32030-32034 Eye safety

32225-32226 Communications devices in classrooms

32280-32289.5 School safety plans

44984 Required rules for industrial accident and illness leave of absence

GOVERNMENT CODE

3543.2 Scope of bargaining

LABOR CODE

132a Workers' compensation; nondiscrimination

3300 Definitions of employer

6305 Occupational safety and health standards; special order

6310 Retaliation for filing complaint prohibited

6400-6413.5 Responsibilities and duties of employers and employees, especially:

6401.7 Injury and illness prevention program

CODE OF REGULATIONS, TITLE 8

3203 Injury and illness prevention program

3204 Access to employee exposure and medical records

3400 Medical services and first aid

5095-5100 Control of noise exposure

5193 Bloodborne pathogens

14000-14316 Occupational injury or illness reports and records

CODE OF REGULATIONS, TITLE 17

2508 Reporting of communicable diseases

CODE OF FEDERAL REGULATIONS, TITLE 29

651-678 Occupational safety and health

1910.95 Occupational noise exposure

1910.1030 Bloodborne pathogens

Management Resources:

DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS

Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2011

WEB SITES

California Department of Industrial Relations, Occupational Safety and Health:

http://www.dir.ca.gov/occupational_safety.html

Centers for Disease Control and Prevention: <http://www.cdc.gov>

National Hearing Conservation Association: <http://www.hearingconservation.org>

National Institute for Occupational Safety and Health: <http://www.cdc.gov/niosh>

U.S. Department of Labor, Occupational Safety and Health Administration: <http://www.osha.gov>

Policy ALAMEDA UNIFIED SCHOOL DISTRICT

adopted: August 10, 2010 Alameda, California

revised:

Employee Safety

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<u>All Personnel</u>	BP 4157(a)
	4257
<u>EMPLOYEE SAFETY</u>	4357

The Governing Board of Education is committed to maximizing employee safety and believes that workplace safety is every employee's the responsibility of every employee. Working conditions and equipment shall be maintained in compliance comply with standards prescribed by federal, state, and local laws and regulations.

(cf. 0450 - Comprehensive Safety Plan)

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402) (Labor Code 6402)

The Board expects all Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

All employees are expected to use safe work practices and, to the extent possible, correct any unsafe conditions which may occur. If an employee is unable to correct an unsafe condition, he/she/the employee shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall promote safety and correct any unsafe work practice through education, training and enforcement.

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

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

The Superintendent or designee shall establish and implement a written injury and illness prevention program, and provide employees with access to such program, in accordance with law. (Labor Code 6401.7) 6401.7; 8 CCR 3203)

The Board shall ensure that the Superintendent or designee provides eye protective devices as specified in law and administrative regulation.

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

(cf. 4157.2/4257.2/4357.2 - Ergonomics)

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

The Superintendent or designee shall make first aid materials readily available at district workplaces and shall make effective provisions to prepare for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for ~~making complaints, instituting~~exercising any right regarding employee safety or health specified in Labor Code 6310, including:

1. Making a report or complaint
2. Instituting proceedings or ~~testifying~~causing proceedings to be instituted
3. Testifying with regard to employee safety or health, ~~or for participating~~

BP 4157(b)

4257

4357

EMPLOYEE SAFETY (continued)

4. Participating in any occupational health and safety committee established pursuant to Labor Code ~~6401.7. (Labor Code 6310)~~ 6401.7
5. Requesting access to injury or illness reports and records
6. Exercising any other right protected by the Occupational Safety and Health Act

Legal Reference:

EDUCATION CODE

~~32030-32034~~ Eye safety

~~32225-32226-32030-32034~~ Eye safety

~~32225-32226~~ Communications devices in classrooms

~~32280-32289~~ School safety plans

~~44984-32280-32289.5~~ School safety plans

~~44984~~ Required rules for industrial accident and illness leave of absence

GOVERNMENT CODE

~~3543.2-3543.2~~ Scope of bargaining

LABOR CODE

3300 Definitions

~~6305-132a~~ Workers' compensation; nondiscrimination

3300 Definitions of employer
6305 Occupational safety and health standards; special order
~~6310-6310~~ Retaliation for filing complaint prohibited
~~6400-6413.5-6400-6413.5~~ Responsibilities and duties of employers and employees, especially:
~~6401.7-6401.7~~ Injury and illness prevention program
CODE OF REGULATIONS, TITLE 8
~~3203-3203~~ Injury and illness prevention program
~~3400-3204~~ Access to employee exposure and medical records
3400 Medical services and first aid

5095-5100 Control of noise exposure

5095-5100 Control of noise exposure
5193 Bloodborne pathogens
14000-14316 Occupational injury or illness reports and records
CODE OF REGULATIONS, TITLE 17
2508 Reporting of communicable diseases
CODE OF FEDERAL REGULATIONS, TITLE 29
~~1910.95 Noise standards~~651-678 Occupational safety and health
1910.95 Occupational noise exposure
1910.1030 Bloodborne pathogens

Management Resources: (see next page)

	BP 4157(c)
	4257
	4357

EMPLOYEE SAFETY (continued)

Management Resources:

DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS
Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 20052011
WEB SITES
California Department of Industrial Relations, Occupational Safety and Health: http://www.dir.ca.gov/occupational_safety.html
http://www.dir.ca.gov/occupational_safety.html
Centers for Disease Control and Prevention: <http://www.cdc.gov> <http://www.cdc.gov>
National Hearing Conservation Association: <http://www.hearingconservation.org>
<http://www.hearingconservation.org>
National Institute for Occupational Safety and Health: <http://www.cdc.gov/niosh>
<http://www.cdc.gov/niosh>
U.S. Department of Labor, Occupational Safety and Health Administration: <http://www.osha.gov>
<http://www.osha.gov>

Policy ~~ALAMEDA UNIFIED SCHOOL DISTRICT~~ CSBA MANUAL MAINTENANCE
SERVICE

adopted: ~~August 10, 2010 Alameda, California~~

October 2020

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2508 Reporting of communicable diseases

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U.S. Department of Labor, Occupational Safety and Health Administration: <http://www.osha.gov>

Policy ALAMEDA UNIFIED SCHOOL DISTRICT

adopted: August 10, 2010 Alameda, California

revised:

~~Awards For Achievement~~



Students

BP 5126(a)

AWARDS FOR ACHIEVEMENT

The Governing Board encourages excellence as a goal for all students and wishes to publicly recognize students for exemplary achievement in academic, ~~athletic~~artistic, extracurricular, ~~or athletic, and~~ community service activities.

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

(cf. ~~5127~~ 5127 - Graduation Ceremonies and Activities)

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

District/School Awards

Student awards may include verbal recognition, a letter, a certificate, a Board resolution, public ceremony, trophy, gift, plaque, or ~~cash~~monetary gift.

The Superintendent or designee shall develop criteria for the selection of student award recipients.

Golden State Seal Merit Diploma

At graduation from high school, ~~special recognition shall be awarded to those~~ students whose academic achievements in core curriculum areas have been outstanding shall receive special recognition.

The Superintendent or designee shall identify graduating high school students who have demonstrated mastery of the high school curriculum qualifying them for the Golden State Seal Merit Diploma. ~~(Education Code 51454)~~ 51454

~~(cf. 6162.51 - Standardized Testing and Reporting Program)~~

~~(cf. 6162.51 - State Academic Achievement Tests)~~

State Seal of Biliteracy Award

The district shall present the State Seal of Biliteracy to each graduating high school student who has attained a high level of proficiency in speaking, reading, and writing in one or more languages in addition to English. ~~(Education Code 51460-51464)~~ (Education Code 51460-51464)

(cf. ~~6142.2~~ 6142.2 - World~~Foreign~~ Language Instruction)

(cf. ~~6174~~ 6174 - Education for English ~~Language~~ Learners)

In order to affirm the value of bilingualism and encourage students' enrollment in world language programs, the Superintendent or designee may present awards at appropriate grade levels to recognize the pursuit and/or attainment of grade-level proficiency in one or more languages in addition to English. The Superintendent or designee may also present awards to English learners who are reclassified as fluent English proficient to recognize proficiency in both English and the student's native language.

BP 5126(b)

AWARDS FOR ACHIEVEMENT (continued)

State Seal of Civic Engagement

The Superintendent or designee shall present the State Seal of Civic Engagement to each student who demonstrates excellence in civics education and participation and has demonstrated an understanding of the U.S. Constitution, the California Constitution, and the democratic system of government. (Education Code 51470-51474)

All district students shall be afforded the opportunity to earn the State Seal of Civic Engagement, regardless of their background, communities, or experiences. No student shall be denied such opportunity based on academic ability, alternative school setting, or unique or unconventional expression of civic engagement.

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

(cf. 0415 - Equity)

(cf. 6157 - Distance Learning)

(cf. 6158 - Independent Study)

(cf. 6159 - Individualized Education Program)

(cf. 6172 - Gifted and Talented Student Program)

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

(cf. 6183 - Home and Hospital Instruction)

(cf. 6184 - Continuation Education)

Scholarship and Loan Fund

The Board ~~may~~shall establish and maintain a scholarship and loan fund which ~~may~~shall be used to provide interest-free loans for educational advancement, scholarship, and/or grants-in-aid to bona fide organizations, students, or graduates of district schools. __(Education Code ~~35310, 35315~~) 35310, 35315)

(cf. ~~1260~~ 1260 - Educational Foundation)

(cf. ~~3290~~ 3290 - Gifts, Grants and Bequests)

The district's scholarship and loan fund shall be administered by a district committee composed of Board members, the Superintendent, and such other community, staff, administrative, and/or student representatives as determined by the Board. (Education Code 35310)

The Board shall select its own representatives to the committee. Staff, community, and/or student representatives shall be selected by the Superintendent. Members of this committee shall serve two-year terms.

(cf. 1220 - Citizen Advisory Committees)

(cf. 9140 - Board Representatives)

BP 5126(c)

AWARDS FOR ACHIEVEMENT (continued)

The committee may accept gifts, donations, and bequests made for the purposes of the fund and may prescribe conditions or restrictions on these gifts and bequests. If the donor imposes any conditions, the committee shall review the conditions and make a recommendation to the Board as to the compatibility of such conditions with the intent and purpose of the fund. The Board may prohibit the committee from accepting any donation under conditions it finds incompatible with the fund's intents and purposes. (Education Code 35313)

The Superintendent or designee shall report to the Board at least annually regarding the status and activity of the fund. (Education Code 35319)

Legal Reference:

EDUCATION CODE

220 Nondiscrimination

35160 Authority of governing boards

35310-35319 Scholarship and loan funds

44015 Awards to employees and students

51243-51245 Credit for private school foreign language instruction

51450-51455 Golden State Seal Merit Diploma

51460-51464 State Seal of Biliteracy

51470-51474 State Seal of Civic Engagement

52164.1 Assessment of English language skills of English learners

GOVERNMENT CODE

54950-54963 Brown Act open meeting laws

CODE OF REGULATIONS, TITLE 5

876 Golden State Seal Merit Diploma

1632 Credit for private school foreign language instruction

~~11510-11516 California~~ 11517.6-11519.5 English Language Development Test Proficiency

Assessments for California

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

SSCE Implementation Guidance

WEB SITES

CSBA: ~~http://www~~ http://www.csba.org

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

Californians Together: ~~http://www.californianstogether.org~~ http://www.californianstogether.org

Policy ~~ALAMEDA UNIFIED SCHOOL DISTRICT~~ CSBA MANUAL MAINTENANCE
SERVICE

adopted: ~~August 25, 2009 Alameda, California~~ December 2020

~~revised: August 28, 2012~~

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The Superintendent or designee shall identify graduating high school students who have demonstrated mastery of the high school curriculum qualifying them for the Golden State Seal Merit Diploma. (Education Code 51454)

(cf. 6162.51 - State Academic Achievement Tests)

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(cf. 6142.2 - World Language Instruction)

(cf. 6174 - Education for English Learners)

In order to affirm the value of bilingualism and encourage students' enrollment in world language programs, the Superintendent or designee may present awards at appropriate grade levels to recognize the pursuit and/or attainment of grade-level proficiency in one or more languages in addition to English. The Superintendent or designee may also present awards to English learners who are reclassified as fluent English proficient to recognize proficiency in both English and the student's native language.

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The Superintendent or designee shall present the State Seal of Civic Engagement to each student who demonstrates excellence in civics education and participation and has demonstrated an understanding of the U.S. Constitution, the California Constitution, and the democratic system of government. (Education Code 51470-51474)

All district students shall be afforded the opportunity to earn the State Seal of Civic Engagement, regardless of their background, communities, or experiences. No student shall be denied such opportunity based on academic ability, alternative school setting, or unique or unconventional expression of civic engagement.

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

(cf. 0415 - Equity)

(cf. 6157 - Distance Learning)

(cf. 6158 - Independent Study)

(cf. 6159 - Individualized Education Program)

(cf. 6172 - Gifted and Talented Student Program)

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

(cf. 6183 - Home and Hospital Instruction)

(cf. 6184 - Continuation Education)

Scholarship and Loan Fund

The Board shall establish and maintain a scholarship and loan fund which shall be used to provide interest-free loans for educational advancement, scholarship, and/or grants-in-aid to bona fide organizations, students, or graduates of district schools. (Education Code 35310, 35315)

(cf. 1260 - Educational Foundation)

(cf. 3290 - Gifts, Grants and Bequests)

The district's scholarship and loan fund shall be administered by a district committee composed of Board members, the Superintendent, and such other community, staff, administrative, and/or student representatives as determined by the Board. (Education Code 35310)

The Board shall select its own representatives to the committee. Staff, community, and/or student representatives shall be selected by the Superintendent. Members of this committee shall serve two-year terms.

(cf. 1220 - Citizen Advisory Committees)

(cf. 9140 - Board Representatives)

The committee may accept gifts, donations, and bequests made for the purposes of the fund and may prescribe conditions or restrictions on these gifts and bequests. If the donor imposes any conditions, the committee shall review the conditions and make a recommendation to the Board as to the compatibility of such conditions with the intent and purpose of the fund. The Board may prohibit the committee from accepting any donation under conditions it finds incompatible with the fund's intents and purposes. (Education Code 35313)

The Superintendent or designee shall report to the Board at least annually regarding the status and activity of the fund. (Education Code 35319)

Legal Reference:

EDUCATION CODE

220 Nondiscrimination

35160 Authority of governing boards

35310-35319 Scholarship and loan funds

44015 Awards to employees and students

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52164.1 Assessment of English language skills of English learners

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54950-54963 Brown Act open meeting laws

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876 Golden State Seal Merit Diploma

1632 Credit for private school foreign language instruction

11517.6-11519.5 English Language Proficiency Assessments for California

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

SSCE Implementation Guidance

WEB SITES

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

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

Californians Together: <http://www.californianstogether.org>

Policy ALAMEDA UNIFIED SCHOOL DISTRICT

adopted: August 25, 2009 Alameda, California

revised: August 28, 2012

revised:

~~Conduct~~

Students

BP 5131(a)

CONDUCT

The Governing Board believes that all students have the right to be educated in a safe and positive learning environment free from disruptions. Students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, going to or coming from school, at school activities, or using district transportation.

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

(cf. ~~5131.1~~ 5131.1 - Bus Conduct)

(cf. ~~5137~~ 5137 - Positive School Climate)

(cf. ~~6145.2~~ 6145.2 - Athletic Competition)

The Superintendent or designee shall ensure that each school develops standards of conduct and discipline consistent with Board policies and administrative regulations. Students and parents/guardians shall be notified of district and school rules related to conduct.

Prohibited student conduct includes, but is not limited to:

- 1.- Conduct that endangers students, staff, or others, including, but not limited to, physical violence, possession of a firearm or other weapon, and terrorist threats

(cf. ~~5131.7~~ 5131.7 - Weapons and Dangerous Instruments)

(cf. ~~5142~~ Safety)

(cf. 5142 - Safety)

- 2.- Discrimination, harassment, intimidation, or bullying of students or staff, including sexual harassment, hate-motivated behavior, cyberbullying, hazing or initiation activity, extortion, or any other verbal, written, or physical conduct that causes or threatens to cause violence, bodily harm, or substantial disruption to the school program

(cf. ~~5131.2~~ 5131.2 - Bullying)

(cf. ~~5145.3~~ 5145.3 - Nondiscrimination/Harassment)

(cf. ~~5145.7~~ 5145.7 - Sexual Harassment)

(cf. ~~5145.9~~ 5145.9 - Hate-Motivated Behavior)

- 3.- Conduct that disrupts the orderly classroom or school environment

(cf. ~~5131.4~~ 5131.4 - Student Disturbances)

4.- ____ Willful defiance of staff's authority

5.- ____ Damage to or theft of property belonging to students, staff, or the district

(cf. ~~3515.4~~ 3515.4 - *Recovery for Property Loss or Damage*)

(cf. ~~5131.5~~ 5131.5 - *Vandalism and Graffiti*)

~~The district shall not be responsible for students' personal belongings which are brought on campus or to a school activity and are lost, stolen, or damaged.~~

BP 5131(b)

CONDUCT (continued)

6.- ____ Obscene acts or use of profane, vulgar, or abusive language

(cf. ~~5145.2~~ 5145.2 - *Freedom of Speech/Expression*)

7.- ____ Possession, use, or being under the influence of tobacco, alcohol, or other prohibited ~~drugs~~substances

(cf. ~~5131.6~~ 5131.6 - *Alcohol and Other Drugs*)

(cf. ~~5131.62~~ Tobacco)

(cf. 5131.62 - *Tobacco*)

(cf. ~~5131.63~~ 5131.63 - *Steroids*)

8.- ____ Possession or use of a laser pointer, unless for a valid instructional or other school-related purpose (~~Penal Code 417.27~~)with prior permission of the principal or designee (Penal Code 417.27)

9. Use of a cell phone, smart watch, pager, or other mobile communication device during instructional time or in an unauthorized manner in violation of district policy

(cf. 5131.8 - *Mobile Communication Devices*)

~~(cf. Prior to bringing a laser pointer on school premises for a valid instructional or school-related purpose, a student shall obtain permission from the principal or designee.~~

~~9. Use of a cellular/digital telephone, pager, or other mobile communications (eg. laptops, tablets) devices during instructional time. Such devices shall be turned off or silenced in class, except when being used for a valid instructional or other school-related purpose as determined by the teacher or other district employee, and at any other time directed by a district employee. Any device with camera, video, or voice recording function shall not be used in any manner which infringes on the privacy rights of any other person.~~

~~No student shall be prohibited from possessing or using an electronic signaling device that is determined by a licensed physician or surgeon to be essential for the student's health and the use of which is limited to purposes related to the student's health. (Education Code 48901.5)~~

6163.4 - Student Use of Technology)

10.- Plagiarism or dishonesty on school work or tests

~~(cf. 5131.9 (cf. 5131.9 - Academic Honesty)~~

~~(cf. 6162.54 (cf. 6162.54 - Test Integrity/Test Preparation)~~

~~(cf. 6162.6 (cf. 6162.6 - Use of Copyrighted Materials)~~

~~11. Inappropriate attire~~

11. Wearing of any attire that violates district or school dress codes, including gang-related apparel

~~(cf. 5132 (cf. 5132 - Dress and Grooming)~~

~~(cf. 5136 - Gangs)~~

12.- Tardiness or unexcused absence from school

~~(cf. 5113 (cf. 5113 - Absences and Excuses)~~

~~(cf. 5113.1 (cf. 5113.1 - Chronic Absence and Truancy)~~

~~(cf. 5113.11 - Attendance Supervision)~~

~~(cf. 5113.12 - District School Attendance Review Board)~~

13.- Failure to remain on school premises in accordance with school rules

~~(cf. 5112.5 (cf. 5112.5 - Open/Closed Campus)~~

BP 5131(c)

CONDUCT (continued)

Employees are expected to ~~provide appropriate supervision to~~ enforce standards of conduct and, ~~if/when~~ they observe or receive a report of a violation of these standards, to ~~immediately~~appropriately intervene or ~~call for~~seek assistance. ~~If an~~As necessary, the employee ~~believes a matter has not been resolved, he/she~~ shall refer the matter to his/her supervisor or ~~an~~ administrator ~~for further investigation~~the principal or designee.

When a school ~~official~~employee suspects that a search of a student or ~~his/her~~ student's belongings will turn up evidence of the student's violation of the law or school rules, such a search shall be conducted in accordance with BP/AR 5145.12 - Search and Seizure.

~~(cf. 5145.12 - 5145.12 - Search and Seizure)~~

When a student uses any prohibited device, or uses a permitted device in ~~any unethical or illegal activity~~an unauthorized manner, a district employee may confiscate the device. The employee shall store the ~~item in a secure manner~~device securely until ~~it is returned to the student or turned over to the principal or designee, as appropriate time.~~

Students who violate district or school rules and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, referral to a student success team or counseling services, or denial of participation in extracurricular or cocurricular activities or other privileges in accordance with Board policy and administrative regulation. The Superintendent or designee shall notify local law enforcement as appropriate.

~~(cf. 1020 Youth Services) 1400~~

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

~~(cf. 5020 5020 Parent Rights and Responsibilities)~~

~~(cf. 5127 5127 Graduation Ceremonies and Activities)~~

~~(cf. 5138 5138 Conflict Resolution/Peer Mediation)~~

~~(cf. 5144 5144 Discipline)~~

~~- Discipline)~~

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

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

~~(cf. 6020 6020 Parent Involvement)~~

~~(cf. 6145 6145 Extracurricular and Cocurricular Activities)~~

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

~~(cf. 6164.2 6164.2 Guidance/Counseling Services)~~

~~(cf. 6164.5 6164.5 Student Success Teams)~~

~~(cf. 6184 6184 Continuation Education)~~

~~(cf. 6185 6185 Community Day School)~~

Students also may be subject to discipline, in accordance with law, Board policy, or administrative regulation, for any off-campus conduct during nonschool hours which poses a threat or danger to the safety of students, staff, or district property, or substantially disrupts school activities.

Legal Reference: (see next page)

BP 5131(d)

CONDUCT (continued)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32280-32289 Comprehensive safety plan

35181 Governing board authority to set policy on responsibilities of students

35291-35291.5 Rules
 44807 Duty concerning conduct of students
 48900-48925 Suspension and expulsion
 51512 Prohibition against electronic listening or recording device in classroom without permission
CIVIL CODE
 1714.1 Liability of parents and guardians for willful misconduct of minor
PENAL CODE
 288.2 Harmful matter with intent to seduce
 313 Harmful matter
 417.25-417.27 Laser scope or laser pointer
 647 Use of camera or other instrument to invade person's privacy; misdemeanor
 653.2 Electronic communication devices, threats to safety
VEHICLE CODE
 23123-23124 Prohibitions against use of electronic devices while driving
CODE OF REGULATIONS, TITLE 5
 300-307 Duties of students
UNITED STATES CODE, TITLE 42
~~2000h~~ ~~2000h~~ 20 USC 1681-1688 Title IX, 1972 Education Act Amendments
COURT DECISIONS
J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094
LaVine v. Blaine School District, ~~(2000)~~ (2001, 9th Cir.) 257 F.3d 981
Emmett v. Kent School District No. 415, (2000) 92 F.Supp. 1088
Bethel School District No. 403 v. Fraser, (1986) 478 U.S. 675
New Jersey v. T.L.O., (1985) 469 U.S. 325
Tinker v. Des Moines Independent Community School District, (1969) 393 U.S. 503

Management Resources:

CSBA PUBLICATIONS
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010
Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Bullying at School, 2003
WEB SITES

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

~~CSBA:~~ <http://www.csba.org>
 California Department of Education, Safe Schools Office: ~~http://www.cde.ca.gov/lr/ss~~
<http://www.cde.ca.gov/lr/ss>
 Center for Safe and Responsible Internet Use: ~~http://cyberbully.org~~
<https://www.ewa.org/organization/center-safe-and-responsible-internet-use>

~~National School Boards Association:~~ <http://www.nsba.org>

National School Safety Center: ~~http://www.schoolsafety.us~~ <http://www.schoolsafety.us>
 U.S. Department of Education: ~~http://www.ed.gov~~ <http://www.ed.gov>

Policy ~~ALAMEDA UNIFIED SCHOOL DISTRICT~~ CSBA MANUAL MAINTENANCE
SERVICE

adopted: ~~August 10, 2010~~ Alameda, California _____ October 2019

~~revised: August 28, 2012~~

CONDUCT

The Governing Board believes that all students have the right to be educated in a safe and positive learning environment free from disruptions. Students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, going to or coming from school, at school activities, or using district transportation.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5131.1 - Bus Conduct)

(cf. 5137 - Positive School Climate)

(cf. 6145.2 - Athletic Competition)

The Superintendent or designee shall ensure that each school develops standards of conduct and discipline consistent with Board policies and administrative regulations. Students and parents/guardians shall be notified of district and school rules related to conduct.

Prohibited student conduct includes, but is not limited to:

1. Conduct that endangers students, staff, or others, including, but not limited to, physical violence, possession of a firearm or other weapon, and terrorist threats

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5142 - Safety)

2. Discrimination, harassment, intimidation, or bullying of students or staff, including sexual harassment, hate-motivated behavior, cyberbullying, hazing or initiation activity, extortion, or any other verbal, written, or physical conduct that causes or threatens to cause violence, bodily harm, or substantial disruption to the school program

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

3. Conduct that disrupts the orderly classroom or school environment

(cf. 5131.4 - Student Disturbances)

4. Willful defiance of staff's authority

5. Damage to or theft of property belonging to students, staff, or the district

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 5131.5 - Vandalism and Graffiti)

6. Obscene acts or use of profane, vulgar, or abusive language

(cf. 5145.2 - Freedom of Speech/Expression)

7. Possession, use, or being under the influence of tobacco, alcohol, or other prohibited substances

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

(cf. 5131.63 - Steroids)

8. Possession or use of a laser pointer, unless for a valid instructional or other school-related purpose with prior permission of the principal or designee (Penal Code 417.27)

9. Use of a cell phone, smart watch, pager, or other mobile communication device during instructional time or in an unauthorized manner in violation of district policy

(cf. 5131.8 - Mobile Communication Devices)

(cf. 6163.4 - Student Use of Technology)

10. Plagiarism or dishonesty on school work or tests

(cf. 5131.9 - Academic Honesty)

(cf. 6162.54 - Test Integrity/Test Preparation)

(cf. 6162.6 - Use of Copyrighted Materials)

11. Wearing of any attire that violates district or school dress codes, including gang-related apparel

(cf. 5132 - Dress and Grooming)

(cf. 5136 - Gangs)

12. Tardiness or unexcused absence from school

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5113.11 - Attendance Supervision)

(cf. 5113.12 - District School Attendance Review Board)

13. Failure to remain on school premises in accordance with school rules

(cf. 5112.5 - Open/Closed Campus)

Employees are expected to enforce standards of conduct and, when they observe or receive a report of a violation of these standards, to appropriately intervene or seek assistance. As necessary, the employee shall refer the matter to a supervisor or the principal or designee.

When a school employee suspects that a search of a student or a student's belongings will turn up evidence of the student's violation of the law or school rules, such a search shall be conducted in accordance with BP/AR 5145.12 - Search and Seizure.

(cf. 5145.12 - Search and Seizure)

When a student uses any prohibited device, or uses a permitted device in an unauthorized manner, a district employee may confiscate the device. The employee shall store the device securely until it is returned to the student or turned over to the principal or designee, as appropriate.

Students who violate district or school rules and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, referral to a student success team or counseling services, or denial of participation in extracurricular or cocurricular activities or other privileges in accordance with Board policy and administrative regulation. The Superintendent or designee shall notify local law enforcement as appropriate.

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

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5127 - Graduation Ceremonies and Activities)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

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

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

(cf. 6020 - Parent Involvement)

(cf. 6145 - Extracurricular and Cocurricular Activities)

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

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.5 - Student Success Teams)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

Students also may be subject to discipline, in accordance with law, Board policy, or administrative regulation, for any off-campus conduct during nonschool hours which poses a threat or danger to the safety of students, staff, or district property, or substantially disrupts school activities.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32280-32289 Comprehensive safety plan

35181 Governing board authority to set policy on responsibilities of students

35291-35291.5 Rules

44807 Duty concerning conduct of students

48900-48925 Suspension and expulsion

51512 Prohibition against electronic listening or recording device in classroom without permission

CIVIL CODE

1714.1 Liability of parents and guardians for willful misconduct of minor

PENAL CODE

288.2 Harmful matter with intent to seduce

313 Harmful matter

417.25-417.27 Laser scope or laser pointer

647 Use of camera or other instrument to invade person's privacy; misdemeanor

653.2 Electronic communication devices, threats to safety

VEHICLE CODE

23123-23124 Prohibitions against use of electronic devices while driving

CODE OF REGULATIONS, TITLE 5

300-307 Duties of students

UNITED STATES CODE, TITLE 42

20 USC 1681-1688 Title IX, 1972 Education Act Amendments

COURT DECISIONS

J.C. v. Beverly Hills Unified School District (2010) 711 F.Supp.2d 1094
LaVine v. Blaine School District (2001, 9th Cir.) 257 F.3d 981
Emmett v. Kent School District No. 415 (2000) 92 F.Supp. 1088
Bethel School District No. 403 v. Fraser (1986) 478 U.S. 675
New Jersey v. T.L.Q. (1985) 469 U.S. 325
Tinker v. Des Moines Independent Community School District (1969) 393 U.S. 503

Management Resources:

CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010
Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Bullying at School, 2003

WEB SITES

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

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

Center for Safe and Responsible Internet Use: <https://www.ewa.org/organization/center-safe-and-responsible-internet-use>

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

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

Policy ALAMEDA UNIFIED SCHOOL DISTRICT

adopted: August 10, 2010 Alameda, California

revised: August 28, 2012

revised:

MOBILE COMMUNICATION DEVICES

The Governing Board recognizes that the use of smartphones and other mobile communication devices on campus may be beneficial to student learning and well-being, but could be disruptive of the instructional program in some circumstances. The Board permits limited use of mobile communication devices on campus in accordance with law and the following policy.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5131.2 - Bullying)

(cf. 5131.4 - Student Disturbances)

(cf. 5131.9 - Academic Honesty)

(cf. 5137 - Positive School Climate)

(cf. 5141.52 - Suicide Prevention)

(cf. 6163.4 - Student Use of Technology)

Students may use cell phones, smart watches, pagers, or other mobile communication devices on campus during noninstructional time as long as the device is utilized in accordance with law and any rules that individual school sites may impose.

Mobile communication devices shall be turned off during instructional time. However, a student shall not be prohibited from possessing or using a mobile communication device under any of the following circumstances: (Education Code 48901.5, 48901.7)

1. In the case of an emergency, or in response to a perceived threat of danger
2. When a teacher or administrator grants permission to the student to possess or use a mobile communication device, subject to any reasonable limitation imposed by that teacher or administrator
3. When a licensed physician or surgeon determines that the possession or use is necessary for the student's health and well-being
4. When the possession or use is required by the student's individualized education program

(cf. 6159 - Individualized Education Program)

Smartphones and other mobile communication devices shall not be used in any manner which infringes on the privacy rights of any other person.

When a school official reasonably suspects that a search of a student's mobile communication device will turn up evidence of the student's violation of the law or school rules, such a search shall be conducted in accordance with BP/AR 5145.12 - Search and Seizure.

(cf. 5145.12 - Search and Seizure)

(cf. 5145.2 - Freedom of Speech/Expression)

When a student uses a mobile communication device in an unauthorized manner, the student may be disciplined and a district employee may confiscate the device. The employee shall store the device securely until it is returned to the student or turned over to the principal or designee, as appropriate.

A student may also be subject to discipline, in accordance with law, Board policy, or administrative regulation, for off-campus use of a mobile communication device which poses a threat or danger to the safety of students, staff, or district property or substantially disrupts school activities.

The Superintendent or designee shall inform students that the district will not be responsible for a student's mobile communication device which is brought on campus or to a school activity and is lost, stolen, or damaged.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32280-32289 Comprehensive safety plan

35181 Governing board authority to set policy on responsibilities of students

35291-35291.5 Rules

44807 Duty concerning conduct of students

48900-48925 Suspension and expulsion, especially:

48901.5 Regulation of possession or use of electronic signaling devices

48901.7 Limitation or prohibition of student use of cell phones

51512 Prohibition against electronic listening or recording device in classroom without permission

CIVIL CODE

1714.1 Liability of parents and guardians for willful misconduct of minor

PENAL CODE

288.2 Harmful matter with intent to seduce

313 Harmful matter

647 Use of camera or other instrument to invade person's privacy; misdemeanor

653.2 Electronic communication devices, threats to safety

VEHICLE CODE

23123-23124 Prohibitions against use of electronic devices while driving

CODE OF REGULATIONS, TITLE 5

300-307 Duties of students

UNITED STATES CODE, TITLE 20

1681-1688 Discrimination based on sex or blindness

COURT DECISIONS

J.C. v. Beverly Hills Unified School District (2010) 711 F.Supp.2d 1094

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

Tinker v. Des Moines Independent Community School District (1969) 393 U.S. 503

Management Resources:

CSBA PUBLICATIONS

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

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

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Bullying at School, 2003

WEB SITES

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

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

Center for Safe and Responsible Internet Use: <https://www.ewa.org/organization/center-safe-and-responsible-internet-use>

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

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

Policy ALAMEDA UNIFIED SCHOOL DISTRICT
adopted:

Administering Medication And Monitoring Health Conditions



Students

BP 5141.21(a)

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS

The Governing Board believes that regular school attendance is critical to student learning and that students who need to take medication prescribed or ordered for them by their authorized health care providers should ~~have an opportunity~~be able to participate in the educational program.

(cf. ~~5113~~ 5113 - Absences and Excuses)

(cf. ~~5113.1~~ 5113.1 - Chronic Absence and Truancy)

Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.

(cf. ~~6159~~ 5141.24 - Specialized Health Care Services)

(cf. 6159 - Individualized Education Program)

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

For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing ~~a parent/guardian~~parents/guardians to administer medication to ~~his/her~~their child at school, designate other individuals to do so on ~~his/her~~their behalf, and, with the ~~child's~~student's authorized health care provider's approval, request the district's permission for ~~his/her child~~the student to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

(cf. ~~1250~~ 1250 - Visitors/Outsiders)

(cf. ~~5141~~ 5141 - Health Care and Emergencies)

(cf. ~~5141.22~~ 5141.22 - Infectious Diseases)

(cf. ~~5141.23~~ 5141.23 - Asthma Management)

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

(cf. ~~6116~~ 6116 - Classroom Interruptions)

In addition, the

The Superintendent or designee shall make epinephrine auto-injectors available at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)

The Superintendent or designee shall make naloxone hydrochloride or another opioid antagonist available for emergency medical aid to any person suffering, or reasonably believed to be suffering, from an opioid overdose. (Education Code 49414.3)

OPTION 1: The parent/guardian of a student who is a qualified patient pursuant to Health and Safety Code 11362.7-11362.85 may administer medicinal cannabis, excluding medicinal

BP 5141.21(b)

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS (continued)

cannabis or cannabis products in a smokeable or vapeable form, to the student at a school site. School personnel are not authorized to administer medicinal cannabis to a student. (Education Code 49414.1)

Before administering medicinal cannabis at a school site, the parent/guardian shall provide to the principal or designee a valid written medical recommendation for the student to be given medicinal cannabis, which shall be kept on file at the school. The parent/guardian shall sign in at the school site before administering the medication, and shall not administer the medication in a manner that disrupts the educational environment or exposes other students. After the parent/guardian administers the medication, the parent/guardian shall remove any remaining medicinal cannabis from the school site. (Education Code 49414.1)

OPTION 2: Because of the conflict between state and federal law regarding the legality of medicinal cannabis, the Board prohibits the administration of medicinal cannabis to students on school grounds by parents/guardians or school personnel.

The Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators, to design procedures or measures for addressing an emergency such as a public disaster or epidemic.

(cf. ~~3516~~ 3516 - Emergencies and Disaster Preparedness Plan)

Administration of Medication by School Personnel

Any

When allowed by law, medication prescribed to a student by an authorized health care provider, including, but not limited to, emergency antiseizure medication for a student who suffers epileptic seizures, auto-injectable epinephrine, insulin, or glucagon, may be administered by the a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel only when with appropriate training. School nurses and other designated school personnel shall administer medications to students in accordance with law, Board policy, administrative regulation, and, as applicable, the Superintendent or designee has received written statements from both statement provided by the

student's parent/guardian and authorized health care provider. ~~(Education Code 49414.7, 49423; 5 CCR 600)~~ Such personnel shall be afforded appropriate liability protection.

~~(cf. 3530 - Risk Management/Insurance)~~

~~(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)~~

~~(cf. When medically unlicensed school personnel are authorized by law to administer any medication to students, such as emergency antiseizure medication, auto-injectable epinephrine, insulin, or glucagon, the 4119.43/4219.43/4319.43 - Universal Precautions)~~

The Superintendent or designee shall ensure that school personnel designated to administer any medication receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage

BP 5141.21(c)

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS **(continued)**

of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to, a school nurse, physician, or other appropriate individual.

~~(cf. 4131 - Staff Development)~~

~~(cf. (Education Code 49414, 49414.5, 49414.7, 49423, 49423.1) 4231 - Staff Development)~~

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

The Superintendent or designee shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

~~(cf. 4131 - Staff Development)~~

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

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

~~School nurses and other designated school personnel shall administer medications to students in accordance with law, Board policy, and administrative regulation and shall be afforded appropriate liability protection.~~

~~(cf. 3530 - Risk Management/Insurance)~~

~~(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)~~

~~(cf. 4119.43/4219.43/4319.43 - Universal Precautions)~~

Legal Reference:

EDUCATION CODE

48980 *Notification at beginning of term*

49407 *Liability for treatment*

49408 *Emergency information*

49414 *Emergency epinephrine auto-injectors*

49414.3 *Emergency medical assistance; administration of medication for opioid overdose*

49414.5 *Providing school personnel with voluntary emergency training*

49414.7 ~~Emergency medical assistance; administration of epilepsy medication~~

49422-49427 *Employment of medical personnel, especially:*

49423 *Administration of prescribed medication for student*

49423.1 *Inhaled asthma medication*

49480 *Continuing medication regimen; notice*

BUSINESS AND PROFESSIONS CODE

2700-2837 *Nursing, especially:*

2726 *Authority not conferred*

2727 *Exceptions in general*

3501 *Definitions*

4119.2 *Acquisition of epinephrine auto-injectors*

4119.8 *Acquisition of naloxone hydrochloride or another opioid antagonist*

HEALTH AND SAFETY CODE

11362.7-11362.85 *Medicinal cannabis*

CODE OF REGULATIONS, TITLE 5

600-611 *Administering medication to students*

~~620-627 Administration of emergency antiseizure medication by trained volunteer nonmedical school personnel~~

UNITED STATES CODE, TITLE 20

1232g *Family Educational Rights and Privacy Act of 1974*

1400-1482 *Individuals with Disabilities Education Act*

UNITED STATES CODE, TITLE 21

812 *Schedules of controlled substances*

844 *Penalties for possession of controlled substance*

UNITED STATES CODE, TITLE 29

794 *Rehabilitation Act of 1973, Section 504*

COURT DECISIONS

American Nurses Association v. Torlakson, (2013) 57 Cal. ~~App.~~ 4th 570

Management Resources: (see next page)

CSBA PUBLICATIONS

~~Pandemic Influenza, Fact Sheet, September 2007~~

BP 5141.21(d)

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS
(continued)

Management Resources:

AMERICAN DIABETES ASSOCIATION PUBLICATIONS

Training Standards for the Administration of Epinephrine Auto-Injectors, rev. 2015

Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes, May 2006

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007

Training Standards for the Administration of Epinephrine Auto-Injectors, December 2004, 2005

NATIONAL DIABETES EDUCATION PROGRAM PUBLICATIONS

Helping the Student with Diabetes Succeed: A Guide for School Personnel, June 2003

WEB SITES

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

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

American Diabetes Association: <http://www.diabetes.org> <http://www.diabetes.org>

California Department of Education, Health Services and School Nursing: <http://www.cde.ca.gov/ls/he/hn>: <http://www.cde.ca.gov/ls/he/hn>

National Diabetes Education Program: <http://www.ndep.nih.gov> <http://www.ndep.nih.gov>

U.S. Department of Health and Human Services, National Institutes of Health, Blood Institute, asthma information: <http://www.nhlbi.nih.gov/health/public/lung/index.htm#asthma>

<http://www.nhlbi.nih.gov/health/public/lung/index.htm#asthma>

adopted: ~~June 26, 2012 Alameda, California~~ December 2019

~~revised: May 13, 2014~~

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS

The Governing Board believes that regular school attendance is critical to student learning and that students who need to take medication prescribed or ordered for them by their authorized health care providers should be able to participate in the educational program.

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.

(cf. 5141.24 - Specialized Health Care Services)

(cf. 6159 - Individualized Education Program)

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

For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing parents/guardians to administer medication to their child at school, designate other individuals to do so on their behalf, and, with the student's authorized health care provider's approval, request the district's permission for the student to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

(cf. 1250 - Visitors/Outsiders)

(cf. 5141 - Health Care and Emergencies)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.23 - Asthma Management)

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

(cf. 6116 - Classroom Interruptions)

The Superintendent or designee shall make epinephrine auto-injectors available at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)

The Superintendent or designee shall make naloxone hydrochloride or another opioid antagonist available for emergency medical aid to any person suffering, or reasonably believed to be suffering, from an opioid overdose. (Education Code 49414.3)

The parent/guardian of a student who is a qualified patient pursuant to Health and Safety Code 11362.7-11362.85 may administer medicinal cannabis, excluding medicinal cannabis or cannabis products in a smokeable or vapeable form, to the student at a school site. School personnel are not authorized to administer medicinal cannabis to a student. (Education Code 49414.1)

Before administering medicinal cannabis at a school site, the parent/guardian shall provide to the principal or designee a valid written medical recommendation for the student to be given medicinal cannabis, which shall be kept on file at the school. The parent/guardian shall sign in at the school site before administering the medication, and shall not administer the medication in a manner that disrupts the educational environment or exposes other students. After the parent/guardian administers the medication, the parent/guardian shall remove any remaining medicinal cannabis from the school site. (Education Code 49414.1)

The Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators, to design procedures or measures for addressing an emergency such as a public disaster or epidemic.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

Administration of Medication by School Personnel

When allowed by law, medication prescribed to a student by an authorized health care provider may be administered by a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel with appropriate training. School nurses and other designated school personnel shall administer medications to students in accordance with law, Board policy, administrative regulation, and, as applicable, the written statement provided by the student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection.

(cf. 3530 - Risk Management/Insurance)

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

The Superintendent or designee shall ensure that school personnel designated to administer any medication receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to, a school nurse, physician, or other appropriate individual.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

Legal Reference:

EDUCATION CODE

48980 Notification at beginning of term

49407 Liability for treatment

49408 Emergency information
 49414 Emergency epinephrine auto-injectors
 49414.3 Emergency medical assistance; administration of medication for opioid overdose
 49414.5 Providing school personnel with voluntary emergency training
 49422-49427 Employment of medical personnel, especially:
 49423 Administration of prescribed medication for student
 49423.1 Inhaled asthma medication
 49480 Continuing medication regimen; notice
BUSINESS AND PROFESSIONS CODE
 2700-2837 Nursing, especially:
 2726 Authority not conferred
 2727 Exceptions in general
 3501 Definitions
 4119.2 Acquisition of epinephrine auto-injectors
 4119.8 Acquisition of naloxone hydrochloride or another opioid antagonist
HEALTH AND SAFETY CODE
 11362.7-11362.85 Medicinal cannabis
CODE OF REGULATIONS, TITLE 5
 600-611 Administering medication to students
UNITED STATES CODE, TITLE 20
 1232g Family Educational Rights and Privacy Act of 1974
 1400-1482 Individuals with Disabilities Education Act
UNITED STATES CODE, TITLE 21
 812 Schedules of controlled substances
 844 Penalties for possession of controlled substance
UNITED STATES CODE, TITLE 29
 794 Rehabilitation Act of 1973, Section 504
COURT DECISIONS
American Nurses Association v. Torlakson, (2013) 57 Cal.4th 570

Management Resources:

AMERICAN DIABETES ASSOCIATION PUBLICATIONS
Training Standards for the Administration of Epinephrine Auto-Injectors, rev. 2015
Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes, May 2006
Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007
Program Advisory on Medication Administration, 2005
NATIONAL DIABETES EDUCATION PROGRAM PUBLICATIONS
Helping the Student with Diabetes Succeed: A Guide for School Personnel, June 2003
WEB SITES
 CSBA: <http://www.csba.org>
 American Diabetes Association: <http://www.diabetes.org>
 California Department of Education: <http://www.cde.ca.gov/ls/he/hn>
 National Diabetes Education Program: <http://www.ndep.nih.gov>
 U.S. Department of Health and Human Services, National Institutes of Health, Blood Institute, asthma information: <http://www.nhlbi.nih.gov/health/public/lung/index.htm#asthma>

Policy ALAMEDA UNIFIED SCHOOL DISTRICT

adopted: June 26, 2012 Alameda, California

revised: May 13, 2014

revised:

~~Policy 5141.4: Child Abuse Prevention And Reporting~~

~~Status: ADOPTED~~

Policy 5141.4: Child Abuse Prevention And Reporting

Status: ADOPTED

Original Adopted Date: ~~08/25/2009~~07/01/2002 | Last Revised Date: ~~11/10/2015~~06/01/2021 | Last Reviewed Date: ~~11/10/2015~~06/01/2021

The Governing Board is committed to supporting the safety and well-being of district students and desires to facilitate the prevention of and response to child abuse and neglect. The Superintendent or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect.

The Superintendent or designee may provide a student who is a victim of abuse with school-based mental health services or other support services and/or may refer the student to resources available within the community as needed.

Child Abuse Prevention

The district's instructional program ~~shall include~~may provide age-appropriate and culturally sensitive child abuse prevention curriculum. ~~This curriculum shall explain~~ which explains students' right to live free of abuse, ~~include~~includes instruction in the skills and techniques needed to identify unsafe situations and react appropriately and promptly, ~~inform~~informs students of available support resources, and ~~teach~~teaches students how to obtain help and disclose incidents of abuse.

The district's program also may include age-appropriate curriculum in sexual abuse and sexual assault awareness and prevention. Upon written request of a student's parent/guardian, the student shall be excused from taking such instruction. (Education Code 51900.6)

The Superintendent or designee may display posters, in areas on campus where students frequently congregate, notifying students of the appropriate telephone number to call to report child abuse or neglect. (Education Code 33133.5)

In addition, student identification cards for students in grades 7-12 shall include the National Domestic Violence Hotline telephone number. (Education Code 215.5)

The Superintendent or designee shall, to the extent feasible, seek to incorporate community resources into the district's child abuse prevention programs and may use these resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.

Child Abuse Reporting

The Superintendent or designee shall establish procedures for the identification and reporting of known and suspected child abuse and neglect in accordance with law.

Procedures for reporting child abuse shall be included in the district and/or school comprehensive safety plan.

(Education Code 32282)

District employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect.

The Superintendent or designee shall provide training regarding the duties of mandated reporters- as required by law and as specified in the accompanying administrative regulation. (Education Code 44691; Penal Code 11165.7)

Policy Reference Disclaimer:

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

State	Description
5 CCR 4650	Filing complaints with CDE, special education students
Ed. Code 32280-32289	School safety plans
Ed. Code 33195	Heritage schools, mandated reporters
Ed. Code 33308.1	Guidelines on procedure for filing child abuse complaints
Ed. Code 44252	Teacher credentialing
Ed. Code 44691	Information on detection of child abuse
Ed. Code 44807	Duty concerning conduct of students
Ed. Code 48906	Notification of release of student to peace officer
Ed. Code 48987	Child abuse guidelines
Ed. Code 49001	Prohibition of corporal punishment
Ed. Code 51220.5	Parenting skills and education
Ed. Code 51900.6	Sexual abuse and sexual assault awareness and prevention
Pen. Code 11164-11174.3	Child Abuse and Neglect Reporting Act
Pen. Code 152.3	Duty to report murder, rape, or lewd or lascivious act
Pen. Code 273a	Willful cruelty or unjustifiable punishment of child; endangering life or health
Pen. Code 288	Definition of lewd or lascivious act requiring reporting
W&I Code 15630-15637	Dependent adult abuse reporting
Federal	Description
42 USC 11434a	Education for homeless children and youths
Management Resources	Description
California Department of Education Publication	01-05 Guidelines for Piloting Textbooks and Instructional Materials, rev. January 2015
Court Decision	A.M. v. Albertsons, LLC, (2009) Cal.App.4th 455
Website	<u>AASA The School Superintendents Association</u>

Cross References

Code	Description
0450	<u>Comprehensive Safety Plan</u>
0450	<u>Comprehensive Safety Plan</u>
1312.1	<u>Complaints Concerning District Employees</u>
1312.1	<u>Complaints Concerning District Employees</u>
1312.3	<u>Uniform Complaint Procedures</u>
1312.3	<u>Uniform Complaint Procedures</u>
1312.3-E(1)	<u>Uniform Complaint Procedures</u>
1400	<u>Relations Between Other Governmental Agencies And The Schools</u>
3530	<u>Risk Management/Insurance</u>
3530	<u>Risk Management/Insurance</u>
4112.6	<u>Personnel Files</u>
4119.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4127	<u>Temporary Athletic Team Coaches</u>
4127	<u>Temporary Athletic Team Coaches</u>
4131	<u>Staff Development</u>
4131	<u>Staff Development</u>
4212.6	<u>Personnel Files</u>
4219.21	<u>Professional Standards</u>
4219.21-E(1)	<u>Professional Standards—Code Of Ethics Classified Employees</u>
4219.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4227	<u>Temporary Athletic Team Coaches</u>
4227	<u>Temporary Athletic Team Coaches</u>
4312.6	<u>Personnel Files</u>
4317.7	<u>Employment Status Reports</u>
4319.21	<u>Professional Standards</u>
4319.21-E(1)	<u>Professional Standards</u>
4319.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4327	<u>Temporary Athletic Team Coaches</u>
4327	<u>Temporary Athletic Team Coaches</u>

5131.7	<u>Weapons And Dangerous Instruments</u>
5131.7	<u>Weapons And Dangerous Instruments</u>
5141.52	<u>Suicide Prevention</u>
5141.52	<u>Suicide Prevention</u>
5141.52 E(1)	<u>Suicide Prevention</u>
5141.6	<u>School Health Services</u>
5141.6	<u>School Health Services</u>
5142	<u>Safety</u>
5142	<u>Safety</u>
5144	<u>Discipline</u>
5144	<u>Discipline</u>
5145.11	<u>Questioning And Apprehension By Law Enforcement</u>
5145.13	<u>Response To Immigration Enforcement</u>
5145.13	<u>Response To Immigration Enforcement</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.7	<u>Sexual Harassment</u>
5145.7	<u>Sexual Harassment</u>
6142.8	<u>Comprehensive Health Education</u>
6164.2	<u>Guidance/Counseling Services</u>
6164.2	<u>Guidance/Counseling Services</u>

Original Adopted Date: 08/25/2009 | **Last Revised Date:** 11/10/2015 | **Last Reviewed Date:** 11/10/2015

The Governing Board is committed to supporting the safety and well-being of district students and desires to facilitate the prevention of and response to child abuse and neglect. The Superintendent or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect.

The Superintendent or designee may provide a student who is a victim of abuse with school-based mental health services or other support services and/or may refer the student to resources available within the community as needed.

Child Abuse Prevention

The district's instructional program may provide age-appropriate and culturally sensitive child abuse prevention curriculum which explains students' right to live free of abuse, includes instruction in the skills and techniques needed to identify unsafe situations and react appropriately and promptly, informs students of available support resources, and teaches students how to obtain help and disclose incidents of abuse.

The district's program also may include age-appropriate curriculum in sexual abuse and sexual assault awareness and prevention. Upon written request of a student's parent/guardian, the student shall be excused from taking such instruction. (Education Code 51900.6)

The Superintendent or designee may display posters, in areas on campus where students frequently congregate, notifying students of the appropriate telephone number to call to report child abuse or neglect. (Education Code 33133.5)

In addition, student identification cards for students in grades 7-12 shall include the National Domestic Violence Hotline telephone number. (Education Code 215.5)

The Superintendent or designee shall, to the extent feasible, seek to incorporate community resources into the district's child abuse prevention programs and may use these resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.

Child Abuse Reporting

The Superintendent or designee shall establish procedures for the identification and reporting of known and suspected child abuse and neglect in accordance with law.

Procedures for reporting child abuse shall be included in the district and/or school comprehensive safety plan.

(Education Code 32282)

District employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect.

The Superintendent or designee shall provide training regarding the duties of mandated reporters as required by law and as specified in the accompanying administrative regulation. (Education Code 44691; Penal Code 11165.7)

Policy 5141.52: Suicide Prevention

~~Status:~~
~~ADOPTED~~

Policy 5141.52: Suicide Prevention

Status: ADOPTED

Original Adopted Date: ~~08/08/2017~~07/01/2009 | Last Revised Date: ~~10/27/2020~~06/01/2021 | Last
Reviewed Date: ~~10/27/2020~~06/01/2021

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

In developing policy and ~~strategies~~procedures for suicide prevention ~~and,~~ intervention, and
postvention, the Superintendent or designee shall consult with school and community stakeholders
~~such as administrators, other staff, parents/guardians, and students;~~ school-employed mental health
professionals ~~such as,~~ suicide prevention experts, and, in developing policy for grades K-6, the
county mental health plan. (Education Code 215)

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

~~The Board shall ensure that measures and strategies for students in grades K-6 are age appropriate,~~
legal counsel, and delivered/or the district's risk manager or insurance carrier. The Superintendent
or designee may also collaborate with county and discussed in a manner that is sensitive/or city
governments in an effort to the needs of young students. (Education Code 215)

align district policy with any existing community suicide prevention plans.

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

1. Staff development on suicide awareness and prevention for teachers, interns, school
counselors, and ~~other district employees who interact~~others who interact with students,
including, as described in the accompanying administrative regulation
-appropriate, substitute teachers, coaches, expanded day learning staff, crossing guards, tutors,
and volunteers
2. Instruction to students in problem-solving ~~and,~~ coping, and resiliency skills to promote
students' mental, emotional, and social health and well-being, as well as instruction in
recognizing and appropriately responding to warning signs of suicidal intent in others

3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with ~~the school~~theschool and that is characterized by caring staff and harmonious interrelationships among students
-
4. The review of materials and resources used in awareness efforts and communications to ensure they align withbest practices for safe and effective messaging about suicide
- ~~4.5.~~ The provision of information to parents/guardians and caregivers regarding risk and protective factors ~~and warning signs, warningsigns~~ of suicide, the severity of the suicide problem among youth, the district's suicide prevention curriculum, the district's suicide prevention policy and procedures, basic steps for helping suicidal youth, the importance of communicating with appropriate staff if suicide risk is present or suspected, access to suicide prevention training, and/or school and community resources that can help youth in crisis
-
- ~~5-6.~~ Encouragement for students to notify appropriate school personnel or other adults when they are ~~experiencing thoughtsexperiencingthoughts~~ of suicide or when they suspect or have knowledge of another student's suicidal intentions
-
- ~~6-7.~~ Crisis intervention procedures for addressing suicide threats or attempts
-
- ~~7-8.~~ Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of ~~a student's~~astudent's suicide
9. Establishment of district and/or school-site crisis intervention team(s) to ensure the proper implementation andreview of this policy and other district practices related to the emotional and behavioral wellness of students, including, but not limited to, the oversight of mental health and suicide prevention training, collaboration with community mental health organizations, identification of resources and organizations that provide evidence-based treatment, collaboration to build community response, and compliance with Education Code 215

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

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

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

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

so.- (Education Code 215)

The Board shall review, and update as necessary, this policy at least every five years.- The Board may, at its discretion, review the policy more frequently. (Education Code 215)

The Superintendent or designee shall periodically review district data pertaining to school climate and reports of suicidal ideation, attempts, or death to identify patterns or trends and make recommendations regarding program development.

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

Policy Reference Disclaimer:

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

State	Description
Ed. Code 215	Student suicide prevention policies
Ed. Code 215.5	Student identification cards, inclusion of safety hotlines
Ed. Code 216	Suicide prevention online training programs
Ed. Code 234.6	Bullying and harassment prevention information
Ed. Code 32280-32289.5	Comprehensive safety plan
Ed. Code 49060-49079	Student records
Ed. Code 49602	Confidentiality of personal information received during counseling
Ed. Code 49604	Suicide prevention training for school counselors
Gov. Code 810-996.6	California Tort Claims Act
Pen. Code 11164-11174.3	Child Abuse and Neglect Reporting Act
W&I Code 5698	Emotionally disturbed youth; legislative intent
W&I Code 5850-5886	Children's Mental Health Services Act
Management Resources	Description
California Department of Education Publication	01-05 Guidelines for Piloting Textbooks and Instructional Materials, rev. January 2015
Centers for Disease Control and Prevention Publica	School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009
Court Decision	A.M. v. Albertsons, LLC, (2009) Cal.App.4th 455
Nat'l Assoc. of School Psychologists Publication	Preventing Suicide: Guidelines for Administrators and Crisis Teams, 2015

U.S. Dept. of Health & Human Services
Publication

National Strategy for Suicide Prevention: Goals and
Objectives for Action, rev. 2012

Website

[AASA The School Superintendents Association](#)

Cross References

Code	Description
0450	<u>Comprehensive Safety Plan</u>
0450	<u>Comprehensive Safety Plan</u>
1400	<u>Relations Between Other Governmental Agencies And The Schools</u>
3515	<u>Campus Security</u>
3515	<u>Campus Security</u>
4131	<u>Staff Development</u>
4131	<u>Staff Development</u>
4231	<u>Staff Development</u>
4231	<u>Staff Development</u>
5125	<u>Student Records</u>
5125	<u>Student Records</u>
5131	<u>Conduct</u>
5131.2	<u>Bullying</u>
5131.2	<u>Bullying</u>
5131.6	<u>Alcohol And Other Drugs</u>
5131.6	<u>Alcohol And Other Drugs</u>
5137	<u>Positive School Climate</u>
5138	<u>Conflict Resolution/Peer Mediation</u>
5141	<u>Health Care And Emergencies</u>
5141	<u>Health Care And Emergencies</u>
5141.4	<u>Child Abuse Prevention And Reporting</u>
5141.6	<u>School Health Services</u>
5141.6	<u>School Health Services</u>
5142	<u>Safety</u>
5142	<u>Safety</u>
5145.3	<u>Nondiscrimination/Harassment</u>

5145.3	<u>Nondiscrimination/Harassment</u>
5145.7	<u>Sexual Harassment</u>
5145.7	<u>Sexual Harassment</u>
5145.9	<u>Hate-Motivated Behavior</u>
6142.8	<u>Comprehensive Health Education</u>
6164.2	<u>Guidance/Counseling Services</u>
6164.2	<u>Guidance/Counseling Services</u>

Policy 5141.52: Suicide Prevention**Status:** ADOPTED**Original Adopted Date:** 08/08/2017 | **Last Revised Date:** 10/27/2020 | **Last Reviewed Date:** 10/27/2020

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

In developing policy and procedures for suicide prevention, intervention, and postvention, the Superintendent or designee shall consult with school and community stakeholders, school-employed mental health professionals, suicide prevention experts, and, in developing policy for grades K-6, the county mental health plan. (Education Code 215)

School and community stakeholders and school mental health professionals with whom the Superintendent or designee shall consult may include district and school administrators, school counselors, school psychologists, school social workers, school nurses, other staff, parents/guardians and caregivers, students, local health agencies, mental health professionals, community organizations, law enforcement, legal counsel, and/or the district's risk manager or insurance carrier. The Superintendent or designee may also collaborate with county and/or city governments in an effort to align district policy with any existing community suicide prevention plans.

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

1. Staff development on suicide awareness and prevention for teachers, interns, school counselors, and others who interact with students, including, as appropriate, substitute teachers, coaches, expanded day learning staff, crossing guards, tutors, and volunteers
2. Instruction to students in problem-solving, coping, and resiliency skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others
3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students
4. The review of materials and resources used in awareness efforts and communications to ensure they align with best practices for safe and effective messaging about suicide
5. The provision of information to parents/guardians and caregivers regarding risk and protective factors, warning signs of suicide, the severity of the suicide problem among youth, the district's suicide prevention curriculum, the district's suicide prevention policy and procedures, basic steps for helping suicidal youth, the importance of communicating with appropriate staff if suicide risk is present or suspected, access to suicide prevention training, and/or school and community resources that can help youth in crisis
6. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions
7. Crisis intervention procedures for addressing suicide threats or attempts
8. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

9. Establishment of district and/or school-site crisis intervention team(s) to ensure the proper implementation and review of this policy and other district practices related to the emotional and behavioral wellness of students, including, but not limited to, the oversight of mental health and suicide prevention training, collaboration with community mental health organizations, identification of resources and organizations that provide evidence-based treatment, collaboration to build community response, and compliance with Education Code 215

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

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

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

District employees shall act only within the authorization and scope of their credential or license. Nothing in this policy shall be construed as authorizing or encouraging district employees to diagnose or treat mental illness unless they are specifically licensed and employed to do so. (Education Code 215)

The Board shall review, and update as necessary, this policy at least every five years. The Board may, at its discretion, review the policy more frequently. (Education Code 215)

The Superintendent or designee shall periodically review district data pertaining to school climate and reports of suicidal ideation, attempts, or death to identify patterns or trends and make recommendations regarding program development.

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

Policy 5145.12: Search And Seizure

Status: ADOPTED

Policy 5145.12: Search And Seizure

Status: ADOPTED

Original Adopted Date: ~~08/25/2009~~03/01/2000 | Last Revised Date: 06/01/2021 | Last Reviewed

Date: ~~08/25/2009~~06/01/2021

The Governing Board of Education is fully committed to promoting a safe learning environment and, to the extent possible, eliminating the possession and use of weapons, illegal drugs, and other controlled substances by students on school premises and at school activities. As necessary to protect the health and welfare of students and staff, and only as authorized by law, Board policy, and administrative regulation, school officials may search students, their property, and/or district property under their control and may seize illegal, unsafe, or otherwise prohibited items. School officials shall exercise discretion and use good judgment when conducting searches.

~~The Board urges that employees exercise discretion and good judgment. When conducting a search or seizure, employees shall act in accordance with law, Board policy, and administrative regulation.~~

The Superintendent or designee shall ensure that staff who conduct student searches receive training regarding the requirements of the district's policy and administrative regulation and other legal issues, as appropriate.

Individual Searches Based on Individualized Suspicion

School officials may search ~~any~~an individual student, ~~his/her~~the student's property, or district property under ~~his/her~~the student's control when there is a reasonable suspicion that the search will uncover evidence that ~~he/she~~the student is violating the law, Board policy, administrative regulation, or other rules of the district or the school. Reasonable suspicion shall be based on specific and objective facts that the search will produce evidence related to the alleged violation. ~~The types of student property that may be searched by school officials include, but are not limited to, lockers, desks, purses, backpacks, student vehicles parked on district property, cellular phones, or other electronic communication devices.~~

Any search of a student, ~~his/her~~the student's property, or district property under ~~his/her~~the student's control shall be limited in scope and designed to produce evidence related to the alleged violation. Factors to be considered by school officials when determining the scope of the search shall include the danger to the health or safety of students or staff, such as the possession of weapons, drugs, or other dangerous instruments, and whether the item(s) to be searched by school officials are reasonably related to the contraband to be found. In addition, school officials shall consider the intrusiveness of the search in light of the student's age, gender, and the nature of the alleged violation.

The types of student property that may be searched by school officials include, but are not limited to, lockers, desks, purses, backpacks, and student vehicles parked on district property.

A student's personal electronic device may be searched only if a school official, in good faith, believes that an emergency involving danger of death or serious physical injury to the student or others requires access to the electronic device information.

Employees shall not conduct strip searches or body cavity searches of any student. (Education Code 49050)

Searches of individual students shall be conducted in the presence of at least two district employees.

The principal or designee shall notify the parent/guardian of a student subjected to an individualized search as soon as possible after the search.

Searches of ~~Multiple~~ Student Lockers and Desks

All student lockers and desks are the property of the district. The principal or designee may conduct a general inspection of school properties that are within the control of students, such as lockers and desks, on a regular, announced basis, with students standing by their assigned lockers or desks. Any items contained in a locker or desk shall be considered to be the property of the student to whom the locker or desk was assigned.

Use of Metal Detectors

The Board ~~believes~~finds that the presence of weapons in the schools threatens the district's ability to provide the safe and orderly learning environment to which district students and staff are entitled. The Board also ~~believes~~finds that metal detector searches offer a reasonable means to keep weapons out of the schools and mitigate the fears of students and staff.

The Superintendent or designee shall use metal detectors ~~at district schools~~ as necessary to keep weapons out of schools and help provide a safe learning environment. ~~He/she~~ The Superintendent or designee shall establish a plan to ensure that metal detector searches are conducted in a uniform and consistent manner.

Use of Contraband Detection Dogs

In an effort to keep the schools free of dangerous contraband, the district may use specially trained, nonaggressive dogs to sniff out and alert staff to the presence of substances prohibited by law or Board policy.

The dogs may sniff the air around lockers, desks, or vehicles on district property or at district-sponsored events. Dogs shall not sniff within the close proximity of students or other persons and may not sniff any personal items on those persons without ~~their consent~~ individualized suspicion.

Policy Reference Disclaimer:

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

State	Description
CA Constitution Article I, Section 28(e)	<u>Right to Safe Schools</u>
Ed. Code 32280-32289	<u>School safety plans</u>
Ed. Code 35160	<u>Authority of governing boards</u>

Ed. Code 35160.1	Broad authority of school districts
Ed. Code 48900-48927	Suspension and expulsion
Ed. Code 49050-49051	Searches by school employees
Ed. Code 49330-49334	Injurious objects
Pen. Code 626.10	Dirks, daggers, knives or razor
Pen. Code 626.9	Firearms
Management Resources	Description
Attorney General Opinion	18 Ops. Cal. Atty. Gen. 114 (1951)
Court Decision	A.M. v. Albertsons, LLC, (2009) Cal.App.4th 455
National Institute of Justice Publication	The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies, rev. 2005
Website	<u>AASA The School Superintendents Association</u>

Cross References

Code	Description
3515	<u>Campus Security</u>
3515	<u>Campus Security</u>
5111	<u>Admission</u>
5111	<u>Admission</u>
5111.1	<u>District Residency</u>
5111.1	<u>District Residency</u>
5125	<u>Student Records</u>
5125	<u>Student Records</u>
5125.1	<u>Release Of Directory Information</u>
5125.1	<u>Release Of Directory Information</u>
5125.1 E(1)	<u>Release Of Directory Information</u>
5131	<u>Conduct</u>
5131.2	<u>Bullying</u>
5131.2	<u>Bullying</u>
5131.6	<u>Alcohol And Other Drugs</u>
5131.6	<u>Alcohol And Other Drugs</u>
5131.7	<u>Weapons And Dangerous Instruments</u>

5131.7	<u>Weapons And Dangerous Instruments</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5145.11	<u>Questioning And Apprehension By Law Enforcement</u>
5145.13	<u>Response To Immigration Enforcement</u>
5145.13	<u>Response To Immigration Enforcement</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.6	<u>Parental Notifications</u>
5145.6 E(1)	<u>Parental Notifications</u>
5145.9	<u>Hate Motivated Behavior</u>
6163.4	<u>Student Use Of Technology</u>
6163.4	<u>Student Use Of Technology</u>

The Governing Board is fully committed to promoting a safe learning environment and, to the extent possible, eliminating the possession and use of weapons, illegal drugs, and other controlled substances by students on school premises and at school activities. As necessary to protect the health and welfare of students and staff, and only as authorized by law, Board policy, and administrative regulation, school officials may search students, their property, and/or district property under their control and may seize illegal, unsafe, or otherwise prohibited items. School officials shall exercise discretion and use good judgment when conducting searches.

The Superintendent or designee shall ensure that staff who conduct student searches receive training regarding the requirements of the district's policy and administrative regulation and other legal issues, as appropriate.

Searches Based on Individualized Suspicion

School officials may search an individual student, the student's property, or district property under the student's control when there is a reasonable suspicion that the search will uncover evidence that the student is violating the law, Board policy, administrative regulation, or other rules of the district or the school. Reasonable suspicion shall be based on specific and objective facts that the search will produce evidence related to the alleged violation.

Any search of a student, the student's property, or district property under the student's control shall be limited in scope and designed to produce evidence related to the alleged violation. Factors to be considered by school officials when determining the scope of the search shall include the danger to the health or safety of students or staff, such as the possession of weapons, drugs, or other dangerous instruments, and whether the item(s) to be searched by school officials are reasonably related to the contraband to be found. In addition, school officials shall consider the intrusiveness of the search in light of the student's age, gender, and the nature of the alleged violation.

The types of student property that may be searched by school officials include, but are not limited to, lockers, desks, purses, backpacks, and student vehicles parked on district property.

A student's personal electronic device may be searched only if a school official, in good faith, believes that an emergency involving danger of death or serious physical injury to the student or others requires access to the electronic device information.

Employees shall not conduct strip searches or body cavity searches of any student. (Education Code 49050)

Searches of individual students shall be conducted in the presence of at least two district employees.

The principal or designee shall notify the parent/guardian of a student subjected to an individualized search as soon as possible after the search.

Searches of Student Lockers and Desks

All student lockers and desks are the property of the district. The principal or designee may conduct a general inspection of school properties that are within the control of students, such as lockers and desks, on a regular, announced basis, with students standing by their assigned lockers or desks. Any items contained in a locker or desk shall be considered to be the property of the student to whom the locker or desk was assigned.

Use of Metal Detectors

The Board finds that the presence of weapons in the schools threatens the district's ability to provide the safe and orderly learning environment to which district students and staff are entitled. The Board also finds that metal detector searches offer a reasonable means to keep weapons out of the schools and mitigate the fears of students and staff.

The Superintendent or designee shall use metal detectors as necessary to keep weapons out of schools and help provide a safe learning environment. The Superintendent or designee shall establish a plan to ensure that metal detector searches are conducted in a uniform and consistent manner.

Use of Contraband Detection Dogs

In an effort to keep the schools free of dangerous contraband, the district may use specially trained, nonaggressive dogs to sniff out and alert staff to the presence of substances prohibited by law or Board policy. The dogs may sniff the air around lockers, desks, or vehicles on district property or at district-sponsored events. Dogs shall not sniff within the close proximity of students or other persons and may not sniff any personal items on those persons without individualized suspicion.

Policy 5145.9: Hate-Motivated Behavior

~~Status: ADOPTED~~

Policy 5145.9: Hate-Motivated Behavior

Status: ADOPTED

Original Adopted Date: ~~09/14~~06/01/1999 | Last Revised Date: ~~07/06/2018~~01/2021 | Last Reviewed Date: ~~07/06/2018~~01/2021

The Governing Board is committed to providing a respectful, inclusive, and safe learning environment that protects students from discrimination, harassment, intimidation, bullying, ~~and/or any~~ other type of behavior that is motivated by ~~a person's~~hate.

Hate-motivated behavior is any behavior intended to cause emotional suffering, physical injury, or property damage through intimidation, harassment, bigoted slurs or epithets, force or threat of force, or vandalism motivated in part or in whole by bias or hostility ~~towards another person's~~ toward the victim's real or perceived ~~ethnicity, race, color, ancestry, nationality, national origin, immigrant status, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, gender, sexual orientation, religious belief, age, disability, gender, gender identity, gender expression, or genetic information, or any other physical or cultural characteristic-~~ identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55.

The Superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents ~~if~~ in a timely manner when they occur.

The Superintendent or designee shall collaborate with regional programs and community organizations to promote ~~safe environments for youth~~ an environment where diversity is celebrated and hate-motivated behavior is not tolerated. Such collaborative efforts shall focus on ~~ensuring an efficient use of district and community resources, developing~~ the development of effective prevention strategies and response plans, ~~providing~~ provision of assistance to students affected by hate-motivated behavior, and/or ~~educating~~ education of students who have perpetrated ~~hate-motivated~~ hate-motivated acts.

The district shall provide students with age-appropriate instruction that ~~includes:~~

1. 1. ncludes the development of social-emotional learning, ~~promotes their~~
2. Promotes an understanding ~~of~~, awareness, appreciation, and respect for human rights, human relations, diversity, and acceptance in a multicultural society;
3. Explains the harm and ~~provides~~ dangers of explicit and implicit biases
4. Discourages discriminatory attitudes and practices
5. Provides strategies to manage conflicts constructively-

As necessary, the district shall provide counseling, guidance, and support to students who are victims of ~~hate-motivated~~ hate-motivated behavior and to students who exhibit such behavior.

~~The Superintendent or designee~~ When appropriate, students who engage in hate-motivated behavior shall ensure that be disciplined.

The Superintendent or designee shall provide staff with training that:

1. Promotes an understanding of diversity, equity, and inclusion
2. Discourages the rules development of discriminatory attitudes and practices
3. Includes social-emotional learning and nondiscriminatory instructional and counseling methods
4. Supports the prevention, recognition, and response to hate-motivated behavior
5. Raises the awareness and sensitivity of staff to potentially prejudicial and discriminatory behavior
6. Includes effective enforcement of rules for appropriate student conduct

Employees who engage in hate-motivated behavior shall be subject to disciplinary action, up to and including dismissal.

Rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident are shall be provided to students, staff, and parents/guardians.

~~The Superintendent or designee shall provide staff with training on recognizing and preventing hate-motivated behavior and on effectively enforcing rules for appropriate student conduct.~~

Complaint Process

~~A student or parent/guardian who believes the student is a victim of hate-motivated behavior is strongly encouraged to report the incident to a teacher, the principal, or other staff member.~~

This policy shall be posted in a prominent location on the district's web site in a manner that is readily and easily accessible to parents/guardians and students. (Education Code 234.6)

Complaints

Any staff member who is notified that hate-motivated behavior has occurred, observes such behavior, or otherwise becomes aware of an incident shall immediately contact the ~~principal or the~~ compliance officer responsible for coordinating the district's response to complaints and complying with state and federal civil rights laws. As appropriate, ~~he/she~~ the staff member shall also contact law enforcement.

A student or parent/guardian who believes the student is a victim of hate-motivated behavior is encouraged to report the incident to a teacher, the principal, the district's compliance officer, or other staff member.

Any complaint of hate-motivated behavior shall be investigated and, if determined to be discriminatory, shall be resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures ~~or other applicable procedure~~. If, during the investigation, it is determined that a complaint is about nondiscriminatory behavior, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

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

State

5 CCR 4600-4670

5 CCR 4900-4965

Ed. Code 200-262.4

Ed. Code 32282

Ed. Code 48900.3

Ed. Code 48900.4

Pen. Code 422.55

Pen. Code 422.6

Federal

28 CFR 35.107

34 CFR 100.3

34 CFR 104.7

34 CFR 106.8

34 CFR 110.25

Management Resources

CA Office of the Attorney General
Publication

California Department of Education
Publication

U.S. DOE, Office for Civil Rights
Publication

Website

Description

Uniform complaint procedures

Nondiscrimination in elementary and secondary education
programs

Educational equity; prohibition of discrimination on the basis of
sex

School safety plans

Suspension for hate violence

Suspension or expulsion for threats or harassment

Definition of hate crime

Crimes, harassment

Description

Nondiscrimination on basis of disability; complaints

Discrimination prohibited

Designation of responsible employee for Section 504

Designation of responsible employee and adoption of grievance
procedures

Notification of nondiscrimination on the basis of age

Description

California Department of Justice Guidelines for Access to
Public Records, October 2017

01-05 Guidelines for Piloting Textbooks and Instructional
Materials, rev. January 2015

Dear Colleague Letter on the Nondiscriminatory Administration
of School Discipline, January 2014

AASA The School Superintendents Association

Cross References

Code

0410

0450

0450

3515

3515

3515.4

3515.4

4131

4131

4231

4231

5131

5131.2

5131.2

5131.4

5131.4

5131.5

5136

Description

Nondiscrimination In District Programs And Activities

Comprehensive Safety Plan

Comprehensive Safety Plan

Campus Security

Campus Security

Recovery For Property Loss Or Damage

Recovery For Property Loss Or Damage

Staff Development

Staff Development

Staff Development

Staff Development

Conduct

Bullying

Bullying

Student Disturbances

Student Disturbances

Vandalism And Graffiti

Gangs

5136	<u>Gangs</u>
5137	<u>Positive School Climate</u>
5138	<u>Conflict Resolution/Peer Mediation</u>
5141.52	<u>Suicide Prevention</u>
5141.52	<u>Suicide Prevention</u>
5141.52-E(1)	<u>Suicide Prevention</u>
5144	<u>Discipline</u>
5144	<u>Discipline</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5145.11	<u>Questioning And Apprehension By Law Enforcement</u>
5145.12	<u>Search And Seizure</u>
5145.12	<u>Search And Seizure</u>
5145.2	<u>Freedom Of Speech/Expression</u>
5145.2	<u>Freedom Of Speech/Expression</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5148.2	<u>Before/After School Programs</u>
5148.2	<u>Before/After School Programs</u>
6142.8	<u>Comprehensive Health Education</u>
6144	<u>Controversial Issues</u>
6144	<u>Controversial Issues</u>
6163.4	<u>Student Use Of Technology</u>
6163.4	<u>Student Use Of Technology</u>
6164.2	<u>Guidance/Counseling Services</u>
6164.2	<u>Guidance/Counseling Services</u>
6173.1	<u>Education For Foster Youth</u>
6173.1	<u>Education For Foster Youth</u>

The Governing Board is committed to providing a respectful, inclusive, and safe learning environment that protects students from discrimination, harassment, intimidation, bullying, or any other type of behavior that is motivated by hate.

Hate-motivated behavior is any behavior intended to cause emotional suffering, physical injury, or property damage through intimidation, harassment, bigoted slurs or epithets, force or threat of force, or vandalism motivated in part or in whole by bias or hostility toward the victim's real or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, 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.

The Superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents in a timely manner when they occur.

The Superintendent or designee shall collaborate with regional programs and community organizations to promote an environment where diversity is celebrated and hate-motivated behavior is not tolerated. Such collaborative efforts shall focus on the development of effective prevention strategies and response plans, provision of assistance to students affected by hate-motivated behavior, and/or education of students who have perpetrated hate-motivated acts.

The district shall provide students with age-appropriate instruction that:

1. Includes the development of social-emotional learning
2. Promotes an understanding, awareness, appreciation, and respect for human rights, human relations, diversity, and acceptance in a multicultural society
3. Explains the harm and dangers of explicit and implicit biases
4. Discourages discriminatory attitudes and practices
5. Provides strategies to manage conflicts constructively

As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

When appropriate, students who engage in hate-motivated behavior shall be disciplined.

The Superintendent or designee shall provide staff with training that:

1. Promotes an understanding of diversity, equity, and inclusion
2. Discourages the development of discriminatory attitudes and practices
3. Includes social-emotional learning and nondiscriminatory instructional and counseling methods
4. Supports the prevention, recognition, and response to hate-motivated behavior
5. Raises the awareness and sensitivity of staff to potentially prejudicial and discriminatory behavior
6. Includes effective enforcement of rules for appropriate student conduct

Employees who engage in hate-motivated behavior shall be subject to disciplinary action, up to and including dismissal.

Rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident shall be provided to students, staff, and parents/guardians.

This policy shall be posted in a prominent location on the district's web site in a manner that is readily and easily accessible to parents/guardians and students. (Education Code 234.6)

Complaints

Any staff member who is notified that hate-motivated behavior has occurred, observes such behavior, or otherwise becomes aware of an incident shall immediately contact the compliance officer responsible for coordinating the district's response to complaints and complying with state and federal civil rights laws. As appropriate, the staff member shall also contact law enforcement.

A student or parent/guardian who believes the student is a victim of hate-motivated behavior is encouraged to report the incident to a teacher, the principal, the district's compliance officer, or other staff member.

Any complaint of hate-motivated behavior shall be investigated and, if determined to be discriminatory, shall be resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures or other applicable procedure. If, during the investigation, it is determined that a complaint is about nondiscriminatory behavior, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

Policy 5148.3: Preschool/Early Childhood Education

**Status:
ADOPTED**

Original Adopted Date: 08/25/2009 | **Last Revised Date:** 12/13/2018 | **Last Reviewed Date:** 12/13/2018

Students

BP 5148.3(a)

PRESCHOOL/EARLY CHILDHOOD EDUCATION

The Governing Board recognizes the value of high-quality preschool experiences to enhance children's social-emotional development, knowledge, skills, and abilities,~~and attributes necessary for a successful transition into the elementary education program.~~ The Board desires to provide ~~children ages 3-4 years access to developmentally appropriate activities in a safe, adequately supervised, and cognitively rich environment~~ designed to facilitate the transition to kindergarten for three- and four-year-old children.

The Superintendent or designee shall collaborate with the local child care and development planning council, the county office of education, other public agencies, organizations, and/or private preschool providers to assess the availability of preschool programs in the community and the extent to which the community's preschool needs are being met. The Board encourages the development of a comprehensive districtwide and/or countywide plan to increase children's access to high-quality preschool programs.

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

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

(cf. 5148 - Child Care and Development)

The Superintendent or designee shall provide information about preschool options in the community to parents/guardians upon request.

District Preschool Programs

When the Board determines that it is feasible, the district may contract with the California Department of Education (CDE) to provide preschool services in facilities at or near district schools, either directly or through a subcontract with a public or private provider.

District preschool programs shall comply with all health and safety laws and regulations, including, when applicable, licensure requirements pursuant to 22 CCR 101156.

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

The Board shall set priorities for establishing or expanding services as resources become available, giving consideration to the benefits of providing early education programs for at-

risk children and/or children residing in the attendance areas of the lowest performing district schools.

(cf. 6171 - Title I Programs)

Preschool classroom needs shall be addressed in the district's facilities master plan, including an assessment as to whether adequate and appropriate space exists on school sites. As necessary, the Superintendent or designee shall provide information to the Board regarding facilities financing options for preschool classrooms and/or facilities available through partnering organizations or agencies.

BP 5148.3(b)

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)

(cf. 1330.1 - Joint Use Agreements)

(cf. 7110 - Facilities Master Plan)

(cf. 7210 - Facilities Financing)

Because parents/guardians are essential partners in supporting the development of their children, the Superintendent or designee shall involve them in program planning.

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

The Superintendent or designee shall coordinate the district's preschool program, transitional kindergarten program (TK), and elementary education program to provide a developmental continuum that builds upon children's growing skills and knowledge.

A child's eligibility for TK enrollment shall not impact family eligibility for a preschool or child care program. (Education Code 8205, 48000)

(cf. 6011 - Academic Standards)

(cf. 6170.1 - Transitional Kindergarten)

The district's program shall be aligned with preschool learning foundations and curriculum frameworks developed by CDE which identify the knowledge, skills, and competencies that children typically attain as they complete their first or second year of preschool. The program shall be designed to facilitate children's development in essential skills in the areas of language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

The district's preschool program shall include activities and services that meet the needs of dual language learners for support in the development of their home language and English. (Education Code 8203)

The district's preschool program shall provide appropriate services to support the needs of at-risk children.

(cf. 0415 - Equity)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6174 - Education for English Learners)
(cf. 6175 - Migrant Education Program)

BP 5148.3(c)

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)

To maximize the ability of children to succeed in the preschool program, the program shall support children's health through proper nutrition and physical activity and shall provide or make referrals to available health and social services as needed.

(cf. 3550 - Food Services/Child Nutrition Program)
(cf. 5030 - Student Wellness)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)
(cf. 5141.6 - School Health Services)

The district shall encourage volunteerism by families participating in the program and shall communicate frequently with parents/guardians of enrolled children regarding their child's progress.

(cf. 1240 - Volunteer Assistance)

The Superintendent or designee shall ensure that administrators, teachers, and paraprofessionals in district preschool programs possess the appropriate permit(s) issued by the Commission on Teacher Credentialing, meet any additional qualifications established by the Board, and participate in professional development opportunities designed to continually enhance their knowledge and skills.

(cf. 4112.2 - Certification)
(cf. 4112.4/4212.4/4312.4 - Health Examinations)
(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)
(cf. 4131 - Staff Development)
(cf. 4222 - Teacher Aides/Paraprofessionals)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

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

The Superintendent or designee shall ensure that subsidized preschool is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code ~~8263~~8208, 8210, and 8211 and 5 CCR 18106.

BP 5148.3(d)

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)

The Superintendent or designee shall recommend strategies to link the district's preschool program with other available child care and development programs in the district or community in order to assist families whose child care needs extend beyond the length of time that the district's ~~part-day~~ preschool program is offered.

The Superintendent or designee shall ensure that the plan to provide access to full-day learning programs the year before kindergarten addresses the needs of preschool children and their families as specified in BP 6170.1 - Transitional Kindergarten. (Education Code 8281.5)

When a district CSPP program is physically closed by local or state public health order due to the COVID-19 pandemic, the district shall provide distance learning to preschool children when required to do so as a condition of funding or when required by law.

The Superintendent or designee shall develop and implement an annual plan of evaluation which conforms to state requirements. (5 CCR 18279)

The district's ~~Williams~~ uniform complaint procedures, with modifications as necessary, shall be used to investigate and resolve complaints alleging violation of applicable health or safety requirements for license-exempt programs operating under the California State Preschool Program. However, licensed programs shall refer complaints alleging health and safety violations to the California Department of Social Services. (Education Code ~~8235.5~~8212; 5 CCR 4610, 4611), 4690-4694)

(cf. 1312.3 - Uniform Complaint Procedures)

The Superintendent or designee shall regularly report to the Board regarding enrollment in district preschool programs and the effectiveness of the programs in preparing preschoolers for transition into the elementary education program.

~~Policy~~(cf. 0500 - Accountability)

Legal Reference-Disclaimer: (see next page)

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

State

~~22 CCR 101151-101239.2~~

~~22 CCR 101212-101231~~

~~22 CCR 101237-101239.2~~

~~5 CCR 18000-18434~~

~~5 CCR 18130-18136~~

~~5 CCR 18295~~

~~5 CCR 4600-4670~~

~~5 CCR 4690-4694~~

~~5 CCR 80105-80125~~

~~Ed. Code 44065~~

~~Ed. Code 44256~~

~~Ed. Code 48000~~

~~Ed. Code 48985~~

~~Ed. Code 8200-8209~~

~~Ed. Code 8200-8499.10~~

~~Ed. Code 8230-8233~~

~~Ed. Code 8235-8239.1~~

~~Ed. Code 8240-8244~~

~~Ed. Code 8250-8252~~

~~Ed. Code 8263~~

~~Ed. Code 8263.3~~

~~Ed. Code 8264.8~~

~~Ed. Code 8273.1~~

~~Ed. Code 8360-8370~~

~~Ed. Code 8400-8409~~

~~Ed. Code 8493-8498~~

~~Ed. Code 8499.3-8499.7~~

~~H&S Code 120325-120380~~

~~H&S Code 1596.70-1596.895~~

~~H&S Code 1596.90-1597.21~~

Federal

~~20 USC 1400-1482~~

~~20 USC 6311-6322~~

~~20 USC 6371-6376~~

~~20 USC 6381-6381k~~

~~20 USC 6391-6399~~

~~42 USC 9831-9852e~~

~~42 USC 9857-9858r~~

~~45 CFR 1301.1-1305.2~~

Management Resources

~~California Department of Education Prekindergarten Learning Development Guidelines, 2000 Publication~~

Description

~~General requirements, licensed child care centers~~

~~Continuing requirements~~

~~Facilities and equipment~~

~~Child care and development programs~~

~~California State Preschool Program~~

~~Waiver of qualifications for site supervisor~~

~~Uniform complaint procedures~~

~~Complaints regarding health and safety issues in license-exempt preschool programs~~

~~Commission on Teacher Credentialing, child care and development permits~~

~~Interchange between certificated and classified positions~~

~~Credential types~~

~~Transitional kindergarten~~

~~Notification, primary language other than English~~

~~General provisions for child care and development services~~

~~Child Care and Development Services Act~~

~~Migrant child care and development program~~

~~California State Preschool Program~~

~~General child care and development programs~~

~~Programs for children with special needs~~

~~Eligibility and priorities for subsidized child development services~~

~~Disenrollment of families due to reduced funding levels~~

~~Center-based child care programs, staffing ratios~~

~~Family fees~~

~~Personnel qualifications~~

~~Contracts, administrative appeal procedure~~

~~Facilities, capital outlay~~

~~Local child care and development planning councils~~

~~Immunization requirements~~

~~California Child Day Care Act~~

~~Day care centers~~

Description

~~Individuals with Disabilities Education Act~~

~~Title I, relative to preschool~~

~~Early Reading First~~

~~Even Start Family Literacy Program~~

~~Education of migratory children~~

~~Head Start programs~~

~~Child Care and Development Block Grant~~

~~Head Start~~

Description

California Department of Education Publication	Preschool English Learners: Principles and Practices to Promote Language, Literacy, and Learning, 2nd ed., 2009
California Department of Education Publication	First Class: A Guide for Early Primary Education, 1999
California Department of Education Publication	Dream Big for Our Youngest Children: Final Report of the California Early Learning Quality Improvement System Advisory Committee, 2010
California Department of Education Publication	California Preschool Learning Foundations
CSBA Publication	What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016
U.S. Department of Education Publication	Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings, 2016
U.S. Department of Education Publication	Good Start, Grow Smart, April 2002
Website	National Institute for Early Education Research
Website	California Association for the Education of Young Children
Website	California Head Start Association
Website	California Preschool Instructional Network
Website	Child Development Policy Institute
Website	First 5 California
Website	California County Superintendents Educational Services Association
Website	Cities, Counties and Schools Partnership
Website	CSBA
Website	California Department of Education
Website	U.S. Department of Education

Cross References

Code	Description
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1330	Use Of School Facilities
1330	Use Of School Facilities
1330-E(1)	Use Of School Facilities
1330.1	Joint Use Agreements
1400	Relations Between Other Governmental Agencies And The Schools
3260	Fees And Charges
3260	Fees And Charges
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
4112	Appointment And Conditions Of Employment
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities

5030	<u>Student Wellness</u>
5111	<u>Admission</u>
5111	<u>Admission</u>
5125	<u>Student Records</u>
5125	<u>Student Records</u>
5141.23	<u>Asthma Management</u>
5141.23	<u>Asthma Management</u>
5141.26	<u>Tuberculosis Testing</u>
5141.26	<u>Tuberculosis Testing</u>
5141.31	<u>Immunizations</u>
5141.31	<u>Immunizations</u>
5141.32	<u>Health Screening For School Entry</u>
5141.6	<u>School Health Services</u>
5141.6	<u>School Health Services</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5145.6	<u>Parental Notifications</u>
5145.6 E(1)	<u>Parental Notifications</u>
5148	<u>Child Care And Development</u>
5148	<u>Child Care And Development</u>
6011	<u>Academic Standards</u>
6020	<u>Parent Involvement</u>
6020	<u>Parent Involvement</u>
6164.4	<u>Identification And Evaluation Of Individuals For Special Education</u>
6164.4	<u>Identification And Evaluation Of Individuals For Special Education</u>
6170.1	<u>Transitional Kindergarten</u>
6171	<u>Title I Programs</u>
6171	<u>Title I Programs</u>
6173	<u>Education For Homeless Children</u>
6173	<u>Education For Homeless Children</u>
6173 E(1)	<u>Education For Homeless Children</u>
6175	<u>Migrant Education Program</u>
6175	<u>Migrant Education Program</u>

BP 5148.3(e)

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)

Legal Reference:

EDUCATION CODE

8200-8340 California State Preschool Program, especially:

8203.5 Contracts to provide child care and development services

8205 Definitions

8207 Administration; operation of programs; services

8208 Eligibility of three- or four-year-old child for state preschool program

8209 Physical examination and immunizations

8210 Priority for part-day programs

8211 Priority for full-day programs

8212 Complaints related to preschool health and safety issues

8213 Income eligibility

8214 Order of disenrollment

8217 Enrollment of four-year-old children in state preschool programs

8220-8221 Family literacy services

8241 Staffing ratios for center-based program

8252-8254 Family fees

8281.5 California Prekindergarten Planning and Implementation Grant Program

8298 Program director qualifications

17375 California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program

44065 Interchange between certificated and classified positions

44256 Credential types

48000 Transitional kindergarten

48985 Notification, primary language other than English

HEALTH AND SAFETY CODE

1596.70-1596.895 California Child Day Care Act

1596.90-1597.21 Day care centers

120325-120380 Immunization requirements

WELFARE AND INSTITUTIONS CODE

10207-10490 Child Care and Development Services Act, especially:

10207-10215 General provisions

10217-10224.5 Resource and referral programs

10225-10234 Alternative payment programs

10235-10238 Migrant child care and development programs

10240-10243 General child care and development programs

10250-10252 Family child care home education networks

10260-10263 Child care and development services for children with special needs

10480-10487 Local planning councils

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

4690-4694 Health and safety complaints in license-exempt preschool programs

18000-18434 Child care and development programs, especially:

18130-18136 California State Preschool Program

18272-18281 General Program Requirements

18295 Waiver of qualifications for site supervisor

80105-80125 Permits authorizing service in child development programs

Legal Reference continued: (see next page)

BP 5148.3(f)

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)

Legal Reference: (continued)

CODE OF REGULATIONS, TITLE 22

101151-101239.2 General requirements, licensed child care centers, especially:

101151-101163 Licensing and application procedures

101212-101231 Continuing requirements

101237-101239.2 Facilities and equipment

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act

6311-6322 Title I, relative to preschool

6371-6376 Early Reading First

6381-6381k Even Start family literacy programs

6391-6399 Education of migratory children

UNITED STATES CODE, TITLE 42

9831-9852c Head Start programs

9857-9858r Child Care and Development Block Grant

CODE OF FEDERAL REGULATIONS, TITLE 45

1301.1-1305.2 Head Start

Management Resources:

CSBA PUBLICATIONS

What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Management Bulletin 21-13, Guidance on Implementation of the California State Preschool Program

Quality Requirements During the COVID-19 Pandemic, September 29, 2021

Management Bulletin 21-12, Guidance on Family Fees for Fiscal Year (FY) 2021-22, September 17, 2021

Management Bulletin 21-11, Reopening, Reimbursement, Distance Learning Plans, and Distance Learning Requirements for California State Preschool Program Contractors, September 17, 2021

California Preschool Learning Foundations

Dream Big for Our Youngest Children: Final Report of the California Early Learning Quality

Improvement System Advisory Committee, 2010

Preschool English Learners: Principles and Practices to Promote Language, Literacy, and Learning, 2nd ed., 2009

Prekindergarten Learning Development Guidelines, 2000

First Class: A Guide for Early Primary Education, 1999

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings, 2016

Good Start, Grow Smart, April 2002

Management Resources continued: (see next page)

BP 5148.3(g)

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)

Management Resources: (continued)

WEB SITES

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

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

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

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

California Department of Social Services: <https://www.cdss.ca.gov/>

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

California Preschool Instructional Network: <http://www.cpin.us>

Child Development Policy Institute: <http://www.cdpi.net>

Cities, Counties, and Schools Partnership: <http://www.ccspartnership.org>

First 5 Association of California: <http://www.ccfc.ca.gov>

National Institute for Early Education Research: <http://nieer.org>

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

Policy
adopted:

CSBA POLICY MANUAL UPDATE
December 2021

PRESCHOOL/EARLY CHILDHOOD EDUCATION

The Governing Board recognizes the value of high-quality preschool experiences to enhance children's social-emotional development, knowledge, skills, and abilities. The Board desires to provide a supervised, and cognitively rich environment designed to facilitate the transition to kindergarten for three- and four-year-old children.

The Superintendent or designee shall collaborate with the local child care and development planning council, the county office of education, other public agencies, organizations, and/or private preschool providers to assess the availability of preschool programs in the community and the extent to which the community's preschool needs are being met. The Board encourages the development of a comprehensive districtwide and/or countywide plan to increase children's access to high-quality preschool programs.

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

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

(cf. 5148 - Child Care and Development)

The Superintendent or designee shall provide information about preschool options in the community to parents/guardians upon request.

District Preschool Programs

When the Board determines that it is feasible, the district may contract with the California Department of Education (CDE) to provide preschool services in facilities at or near district schools, either directly or through a subcontract with a public or private provider.

District preschool programs shall comply with all health and safety laws and regulations, including, when applicable, licensure requirements pursuant to 22 CCR 101156.

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

The Board shall set priorities for establishing or expanding services as resources become available, giving consideration to the benefits of providing early education programs for at-risk children and/or children residing in the attendance areas of the lowest performing district schools.

(cf. 6171 - Title I Programs)

Preschool classroom needs shall be addressed in the district's facilities master plan, including an assessment as to whether adequate and appropriate space exists on school sites. As necessary, the Superintendent or designee shall provide information to the Board regarding facilities financing options for preschool classrooms and/or facilities available through partnering organizations or agencies.

(cf. 1330.1 - Joint Use Agreements)
(cf. 7110 - Facilities Master Plan)
(cf. 7210 - Facilities Financing)

Because parents/guardians are essential partners in supporting the development of their children, the Superintendent or designee shall involve them in program planning.

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

The Superintendent or designee shall coordinate the district's preschool program, transitional kindergarten program (TK), and elementary education program to provide a developmental continuum that builds upon children's growing skills and knowledge.

A child's eligibility for TK enrollment shall not impact family eligibility for a preschool or child care program. (Education Code 8205, 48000)

(cf. 6011 - Academic Standards)
(cf. 6170.1 - Transitional Kindergarten)

The district's program shall be aligned with preschool learning foundations and curriculum frameworks developed by CDE which identify the knowledge, skills, and competencies that children typically attain as they complete their first or second year of preschool. The program shall be designed to facilitate children's development in essential skills in the areas of language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

The district's preschool program shall include activities and services that meet the needs of dual language learners for support in the development of their home language and English. (Education Code 8203)

The district's preschool program shall provide appropriate services to support the needs of at-risk children.

(cf. 0415 - Equity)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6174 - Education for English Learners)
(cf. 6175 - Migrant Education Program)

To maximize the ability of children to succeed in the preschool program, the program shall support children's health through proper nutrition and physical activity and shall provide or make referrals to available health and social services as needed.

(cf. 3550 - Food Services/Child Nutrition Program)
(cf. 5030 - Student Wellness)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)
(cf. 5141.6 - School Health Services)

The district shall encourage volunteerism by families participating in the program and shall communicate frequently with parents/guardians of enrolled children regarding their child's progress.

(cf. 1240 - Volunteer Assistance)

The Superintendent or designee shall ensure that administrators, teachers, and paraprofessionals in district preschool programs possess the appropriate permit(s) issued by the Commission on Teacher Credentialing, meet any additional qualifications established by the Board, and participate in professional development opportunities designed to continually enhance their knowledge and skills.

(cf. 4112.2 - Certification)

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

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

(cf. 4131 - Staff Development)

(cf. 4222 - Teacher Aides/Paraprofessionals)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

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

The Superintendent or designee shall ensure that subsidized preschool is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8208, 8210, and 8211 and 5 CCR 18106.

The Superintendent or designee shall recommend strategies to link the district's preschool program with other available child care and development programs in the district or community in order to assist families whose child care needs extend beyond the length of time that the district's preschool program is offered.

The Superintendent or designee shall ensure that the plan to provide access to full-day learning programs the year before kindergarten addresses the needs of preschool children and their families as specified in BP 6170.1 - Transitional Kindergarten. (Education Code 8281.5)

When a district CSPP program is physically closed by local or state public health order due to the COVID-19 pandemic, the district shall provide distance learning to preschool children when required to do so as a condition of funding or when required by law.

The Superintendent or designee shall develop and implement an annual plan of evaluation which conforms to state requirements. (5 CCR 18279)

The district's uniform complaint procedures, with modifications as necessary, shall be used to investigate and resolve complaints alleging violation of applicable health or safety requirements for license-exempt programs operating under the California State Preschool Program. However, licensed programs shall refer complaints alleging health and safety violations to the California Department of Social Services. (Education Code 8212; 5 CCR 4610, 4611, 4690-4694)

(cf. 1312.3 - Uniform Complaint Procedures)

The Superintendent or designee shall regularly report to the Board regarding enrollment in district preschool programs and the effectiveness of the programs in preparing preschoolers for transition into the elementary education program.

(cf. 0500 - Accountability)

Legal Reference:

EDUCATION CODE

8200-8340 California State Preschool Program, especially:

8203.5 Contracts to provide child care and development services

8205 Definitions

8207 Administration; operation of programs; services

8208 Eligibility of three- or four-year-old child for state preschool program

8209 Physical examination and immunizations

8210 Priority for part-day programs

8211 Priority for full-day programs

8212 Complaints related to preschool health and safety issues

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8214 Order of disenrollment

8217 Enrollment of four-year-old children in state preschool programs

8220-8221 Family literacy services

8241 Staffing ratios for center-based program

8252-8254 Family fees

8281.5 California Prekindergarten Planning and Implementation Grant Program

8298 Program director qualifications

17375 California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program

44065 Interchange between certificated and classified positions

44256 Credential types

48000 Transitional kindergarten

48985 Notification, primary language other than English

HEALTH AND SAFETY CODE

1596.70-1596.895 California Child Day Care Act

1596.90-1597.21 Day care centers

120325-120380 Immunization requirements

WELFARE AND INSTITUTIONS CODE

10207-10490 Child Care and Development Services Act, especially:

10207-10215 General provisions

10217-10224.5 Resource and referral programs

10225-10234 Alternative payment programs

10235-10238 Migrant child care and development programs

10240-10243 General child care and development programs

10250-10252 Family child care home education networks

10260-10263 Child care and development services for children with special needs

10480-10487 Local planning councils

CODE OF REGULATIONS, TITLE 5

4600-4670 *Uniform complaint procedures*
 4690-4694 *Health and safety complaints in license-exempt preschool programs*
 18000-18434 *Child care and development programs, especially:*
 18130-18136 *California State Preschool Program*
 18272-18281 *General Program Requirements*
 18295 *Waiver of qualifications for site supervisor*
 80105-80125 *Permits authorizing service in child development programs*
CODE OF REGULATIONS, TITLE 22
 101151-101239.2 *General requirements, licensed child care centers, especially:*
 101151-101163 *Licensing and application procedures*
 101212-101231 *Continuing requirements*
 101237-101239.2 *Facilities and equipment*
UNITED STATES CODE, TITLE 20
 1400-1482 *Individuals with Disabilities Education Act*
 6311-6322 *Title I, relative to preschool*
 6371-6376 *Early Reading First*
 6381-6381k *Even Start family literacy programs*
 6391-6399 *Education of migratory children*
UNITED STATES CODE, TITLE 42
 9831-9852c *Head Start programs*
 9857-9858r *Child Care and Development Block Grant*
CODE OF FEDERAL REGULATIONS, TITLE 45
 1301.1-1305.2 *Head Start*

Management Resources:

CSBA PUBLICATIONS

What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Management Bulletin 21-13, Guidance on Implementation of the California State Preschool Program Quality Requirements During the COVID-19 Pandemic, September 29, 2021

Management Bulletin 21-12, Guidance on Family Fees for Fiscal Year (FY) 2021-22, September 17, 2021

Management Bulletin 21-11, Reopening, Reimbursement, Distance Learning Plans, and Distance Learning Requirements for California State Preschool Program Contractors, September 17, 2021
California Preschool Learning Foundations

Dream Big for Our Youngest Children: Final Report of the California Early Learning Quality Improvement System Advisory Committee, 2010

Preschool English Learners: Principles and Practices to Promote Language, Literacy, and Learning, 2nd ed., 2009

Prekindergarten Learning Development Guidelines, 2000

First Class: A Guide for Early Primary Education, 1999

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings, 2016

Good Start, Grow Smart, April 2002

WEB SITES

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

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

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

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

California Department of Social Services: <https://www.cdss.ca.gov/>

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

California Preschool Instructional Network: <http://www.cpin.us>

Child Development Policy Institute: <http://www.cdpi.net>

Cities, Counties, and Schools Partnership: <http://www.ccspartnership.org>

First 5 Association of California: <http://www.ccfc.ca.gov>

National Institute for Early Education Research: <http://nieer.org>

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

Policy ALAMEDA UNIFIED SCHOOL DISTRICT
adopted: August 25, 2009 Alameda, California
revised: December 13, 2018
revised:

Ceremonies And Observances



Instruction

BP 6115

CEREMONIES AND OBSERVANCES

The Governing Board of Education recognizes the importance of having students observe holidays, celebrate events of cultural or historical significance, and acknowledge the contributions of outstanding individuals in society. On days designated by the Board, staff shall provide students with appropriate commemorative exercises so that they may acquire the knowledge, skills, and principles essential for informed, responsible citizenship in a democratic society.

(cf. 6111 - School Calendar)

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

(cf. 6142.94 - History-Social Science Instruction)

(cf. 6142.3 - Civic Education)

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

District schools shall be closed on the holidays specified in Education Code 37220 and on any other day designated as a holiday by the Board. The Board may, by adoption of a resolution, revise the date upon which schools close in observance of any holiday except Veterans Day, which shall be celebrated on its actual date. (Education Code 37220)

In addition, the Board may, through the adoption of a resolution, authorize the display of symbolic flags or banners in support of specific awareness months.

(cf. 6144 - Controversial Issues)

Legal Reference:

EDUCATION CODE

~~37220-37223~~ Saturdays and holidays

~~44015.1-37220-37222.20~~ Holidays and commemorative events

~~44015.1~~ Week of the School Administrator

~~45203~~ Paid holidays

~~45460-45203~~ Paid holidays, classified employees

~~45460~~ Classified School Employee Week

~~52720~~ Daily performance of patriotic exercises in public schools

~~52730-52720-52730~~ Patriotic exercises, ~~daily~~ and instruction

GOVERNMENT CODE

~~430-439 Display of flags~~

~~3540-3549.3 Meeting and negotiating~~

~~430-439 Display of flags~~

~~3540-3549.3 Meeting and negotiating~~

~~UNITED STATES CODE, TITLE 4~~

~~6_ Time and occasion for display of flag~~

~~7_ Position and manner of display of flag~~

~~UNITED STATES CODE, TITLE 36~~

~~106 Note 106 Constitution Day and Citizenship Day~~

~~106 Note Educational program on the U.S. Constitution~~

~~COURT DECISIONS~~

~~Newdow v. Rio Linda Union School District, 597 F.3d 1007, 1012 (9th Cir. 2010)~~

~~West Virginia State Board of Education et al v. Barnette et al, (1943) 319 U.S. 624 (1943)~~

Management Resources:

CSBA PUBLICATIONS

Constitution Day: New Mandate for Districts Receiving Federal Funds, CSBA Advisory, August 2005

FEDERAL REGISTER

70 Fed. Reg. 29727 Constitution Day and Citizenship Day (2005)

WEB SITES

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

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

California Department of Education, History/Social Science Instructional

Materials: <http://www.cde.ca.gov/ci/hs/im> <http://www.cde.ca.gov/ci/hs/im>

Policy ~~ALAMEDA UNIFIED SCHOOL DISTRICT~~ CSBA MANUAL MAINTENANCE
SERVICE

adopted: ~~August 25, 2009~~ Alameda, California

May 2020

CEREMONIES AND OBSERVANCES

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(cf. 6111 - School Calendar)

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(cf. 6144 - Controversial Issues)

Legal Reference:

EDUCATION CODE

37220-37222.20 Holidays and commemorative events

44015.1 Week of the School Administrator

45203 Paid holidays, classified employees

45460 Classified School Employee Week

52720-52730 Patriotic exercises and instruction

GOVERNMENT CODE

430-439 Display of flags

3540-3549.3 Meeting and negotiating

UNITED STATES CODE, TITLE 4

6 Time and occasion for display of flag

7 Position and manner of display of flag

UNITED STATES CODE, TITLE 36

106 Constitution Day and Citizenship Day

106 Note Educational program on the U.S. Constitution

COURT DECISIONS

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West Virginia State Board of Education et al v. Barnette et al (1943) 319 U.S. 624

Management Resources:

WEB SITES

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

*California Department of Education, History/Social Science Instructional Materials:
<http://www.cde.ca.gov/ci/hs/im>*

Policy ALAMEDA UNIFIED SCHOOL DISTRICT

adopted: August 25, 2009 Alameda, California

revised:

RESPONSE TO INSTRUCTION AND INTERVENTION

The Governing Board desires to improve learning and behavioral outcomes for all students by providing a high-quality, data-driven educational program that meets the learning and behavioral needs of each student and reduces disparities in achievement among subgroups of students. Students who are not making academic progress pursuant to district measures of performance and/or are struggling behaviorally shall receive intensive instruction and intervention supports designed to meet individual learning needs, with progress monitored.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 0415 - Equity)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 6000 - Concepts and Roles)
(cf. 6011- Academic Standards)

The Superintendent or designee shall convene a team that may include, as appropriate, staff with knowledge of curriculum and instruction, student services, special education, and instructional and behavioral support, certificated personnel, other district staff, and parents/guardians to assist in designing the district's Multi-Tiered System of Supports (MTSS) system, based on an examination of indicators of district and school wide student achievement and social-emotional well-being.

(cf. 0500 - Accountability)
(cf. 4115 - Evaluation/Supervision)
(cf. 5123 - Promotion/Acceleration/Retention)
(cf. 5147 - Dropout Prevention)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Learners)
(cf. 6179 - Supplemental Instruction)

The district's MTSS system shall include instructional strategies and interventions with demonstrated effectiveness and be aligned with the district curriculum and assessments. The Superintendent or designee may conduct ongoing screening to determine student needs, analyze data, identify interventions for students not making adequate academic progress, monitor the effectiveness of the interventions, and adjust interventions according to efficacy.

(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6142.91 - Reading/Language Arts Instruction)
(cf. 6142.92 - Mathematics Instruction)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)
(cf. 6190 - Evaluation of the Instructional Program)

The district's MTSS system shall include research-based, standards-based, culturally relevant instruction for students in the general education program; universal screening and continuous classroom monitoring to determine students' needs and to identify those students who are not

making progress; criteria for determining the types and levels of interventions to be provided; and subsequent monitoring of student progress to determine the effectiveness of the intervention and to make changes as needed.

Additionally, the district's MTSS system shall provide for:

1. High-quality classroom instruction
2. High expectations

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

3. Assessments and data collection
4. Problem-solving systems approach
5. Research-based interventions
6. Positive behavioral support
7. Fidelity of program implementation
8. Staff development and collaboration, which may include training in the use of assessments, data analysis, research-based instructional practices and strategies and emphasize a collaborative approach of professional learning communities among teachers within and across grade spans

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

9. Parent/guardian and family involvement, including collaboration and engagement

The Superintendent or designee shall ensure that parents/guardians are involved at all stages of the instructional, intervention, and progress monitoring process. Parents/guardians shall be kept informed of the services that have and will be provided, the strategies being used to increase the student's rate of learning, the supports provided to improve behavioral difficulties, and the performance data that has and will be collected.

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

10. Consideration of further evaluation utilizing MTSS data

The MTSS system may be utilized as one component when considering the referral of a student for evaluation for special education or other services.

(cf. 6159 - Individualized Education Program)
(cf. 6159.4 - Behavioral Interventions for Special Education Students)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.5 - Student Success Teams)
(cf. 6164.6 - Identification and Education Under Section 504)

Legal Reference:

EDUCATION CODE

56329 Assessment, written notice to parent
56333-56338 Eligibility for specific learning disabilities
56500-56509 Procedural safeguards

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act, especially:
1416 Monitoring, technical assistance, and enforcement

CODE OF FEDERAL REGULATIONS, TITLE 34

300.301-300.11 Evaluations, reevaluations, and additional procedures for identifying children with specific learning disabilities

COURT DECISIONS

M.M. v. Lafayette School District (9th Cir. 2014) 767 F.3d 842

Management Resources:

CSBA PUBLICATIONS

Best Practices in Special Education, Governance Brief, May 2019

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Disproportionality Calculation Methodologies

NATIONAL COUNCIL ON DISABILITY PUBLICATIONS

IDEA Series: Every Student Succeeds Act and Students with Disabilities, February 2018

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021

A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011

WEB SITES

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

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

National Center for Learning Disabilities RTI Action Network: <http://www.rtinetwork.org>

National Council on Disability: <https://ncd.gov>

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

Policy ALAMEDA UNIFIED SCHOOL DISTRICT
adopted:

~~Sexual Health And~~~~SEXUAL HEALTH AND HIV/AIDS Prevention—Instruction—PREVENTION INSTRUCTION~~

~~The Governing Board of Education recognizes that the purpose of the district's sexual health and desires to provide a well-planned, integrated sequence of medically accurate and inclusive instruction on comprehensive sexual health and human immunodeficiency virus (HIV/AIDS) prevention instruction is to provide. The district's educational program shall address the goals of the California Healthy Youth Act pursuant to Education Code 51930-51939, including providing students with the knowledge and skills necessary to protect them from unintended pregnancy and risks presented by sexually transmitted diseases/infections, unintended pregnancy, sexual harassment, sexual assault, sexual abuse, and to encourage students human trafficking and to develop have healthy, positive, and safe relationships and behaviors. The district's educational program shall also promote students' understanding of sexuality as a normal part of human development and their development of healthy attitudes and behaviors concerning adolescent growth and development, body image, gender roles, gender identity, gender expression, sexual orientation, dating relationships, marriage, and family. The Board therefore desires to provide a well-planned sequence of instruction on comprehensive sexual health and HIV/AIDS prevention.~~

~~The district's curriculum shall be aligned with the state's content standards, based on medically accurate and factual information, and designed to teach students to make healthy choices and reduce high-risk behaviors. The district's program shall comply with the requirements of law, Board policy, and administrative regulation and~~

~~(cf. 5030 - Student Wellness)~~

~~(cf. 5141.22 - Infectious Diseases)~~

~~(cf. 5141.25 - Availability of Condoms)~~

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

~~(cf. 6142.8 - Comprehensive Health Education)~~

~~The district shall respect the rights of parents/guardians to supervise their children's education on these subjects and to impart values regarding human sexuality to their children.~~

~~Comprehensive sexual health education and HIV prevention education shall be offered to all students in grades 7-12 at least once in junior high or middle school and at least once in high school. (Education Code 51934)~~

~~(cf. 6143 - Courses of Study)~~

~~The district's comprehensive sexual health education program shall include information on the affirmative consent standard. *Affirmative consent* is defined as affirmative, conscious, and voluntary agreement to engage in sexual activity. Teachers delivering such instruction shall consult information related to sexual harassment and violence in the state health curriculum framework. (Education Code 51225.36, 67386)~~

~~The Superintendent or designee may appoint a coordinator and/or an advisory committee regarding the district's comprehensive sexual health program. The advisory committee shall represent a divergence of viewpoints and may participate in planning, implementing, and evaluating shall identify appropriate methods for informing the school community about subjects related to the district's comprehensive sexual health and HIV prevention education program. The Board shall consider~~

~~the advisory committee's recommendations when approving the district's program~~ Superintendent or designee shall use such identified methods to inform parents/guardians of students in grades 6-12 about human trafficking prevention resources, as required pursuant to Education Code 49381.

Parent/Guardian Consent

~~A parent/guardian~~

~~At the beginning of each school year or at the time of a student's enrollment, parents/guardians shall be notified, in the manner specified in the accompanying~~

BP 6142.1(b)

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

~~administrative regulation, that they~~ may request in writing that ~~his/her~~their child be excused from participating in ~~HIV/AIDS prevention or comprehensive~~ sexual health and HIV prevention education. Students so excused by their parents/guardians shall be given an alternative educational activity. ~~(Education Code 51240, 51939)~~ (Education Code 51240, 51938, 51939)

(cf. 5022 - Student and Family Privacy Rights)

A student shall not be subject to disciplinary action, academic penalty, or other sanction if the student's parent/guardian declines to permit the student to receive the instruction. ~~(Education Code 51939)~~ 51939)

Legal Reference:

EDUCATION CODE

~~220-220~~ Prohibition of discrimination

~~48980-33544~~ Inclusion of sexual harassment and violence in health curriculum framework

~~48980~~ Notice at beginning of term

~~51202-49381~~ Human trafficking prevention resources

~~51202~~ Instruction in personal and public health and safety

~~51210.8-51210.8~~ Health education curriculum

~~51240-51225.36~~ Instruction in sexual harassment and violence; districts that require health education for graduation

~~51240~~ Excuse from instruction due to religious beliefs

~~51513 Materials~~ 51513 Test, questionnaire, survey, or examination containing questions about beliefs or practices

51930-51939 Comprehensive Sexual Health and HIV/AIDS Prevention Education Act

~~51930-51939~~ California Healthy Youth Act

~~51950~~ Abuse, sexual abuse, and human trafficking prevention education

~~67386~~ Student safety; affirmative consent standard

HEALTH AND SAFETY CODE

~~1255.7-1255.7~~ Parents surrendering physical custody of a baby

PENAL CODE

~~243.4-243.4~~ Sexual battery

~~261.5~~ 261.5 *Unlawful sexual intercourse*
~~271.5~~ 271.5 *Parents voluntarily surrendering custody of a baby*
UNITED STATES CODE, TITLE 20
~~1232h~~ 1232h *Protection of student rights*

7906 Sex education

7906 Sex education requirements and prohibited use of funds

Management Resources: (see next page)

BP 6142.1(c)

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

Management Resources:

CSBA PUBLICATIONS

Promoting Healthy Relationships for Adolescents: Board Policy Considerations, Governance Brief, August 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade 12, 2008

Health Framework for California Public Schools: Kindergarten through Grade 12, 2003

HUMAN RIGHTS CAMPAIGN FOUNDATION PUBLICATIONS

California LGBTQ Youth Report, January 2019

WEB SITES

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

American Academy of Pediatrics: <http://www.aap.org>

American College of Obstetricians and Gynecologists: <http://www.acog.org>

American Public Health Association: <http://www.apha.org>

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

California Department of Education, Sex Education and HIV/AIDS/STD Instruction: <http://www.cde.ca.gov/ls/he/se> <http://www.cde.ca.gov/ls/he/se>

California Department of Public Health: <http://www.cdph.ca.gov> <http://www.cdph.ca.gov>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org> <http://www.californiahealthykids.org>

California Partnership to End Domestic Violence: <http://www.cpedv.org>

California Safe Schools Coalition: <http://www.casafeschools.org> <http://www.casafeschools.org>

Centers for Disease Control and Prevention: ~~<http://www.cdc.gov>~~ <http://www.cdc.gov>

National Academy of Sciences: ~~<http://www.nationalacademies.org>~~

U.S. Department of Health and Human Services, Office of the Surgeon
General: ~~<http://www.surgeongeneral.gov>~~

Human Rights Campaign: ~~<https://www.hrc.org/hrc-story/hrc-foundation>~~

U.S. Food and Drug Administration: ~~<http://www.fda.gov>~~ <http://www.fda.gov>

Policy ~~ALAMEDA UNIFIED SCHOOL DISTRICT~~ CSBA MANUAL MAINTENANCE
SERVICE

adopted: ~~August 25, 2009 Alameda, California~~

May 2019

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION

The Governing Board desires to provide a well-planned, integrated sequence of medically accurate and inclusive instruction on comprehensive sexual health and human immunodeficiency virus (HIV) prevention. The district's educational program shall address the goals of the California Healthy Youth Act pursuant to Education Code 51930-51939, including providing students with the knowledge and skills necessary to protect them from risks presented by sexually transmitted infections, unintended pregnancy, sexual harassment, sexual assault, sexual abuse, and human trafficking and to have healthy, positive, and safe relationships and behaviors. The district's educational program shall also promote students' understanding of sexuality as a normal part of human development and their development of healthy attitudes and behaviors concerning adolescent growth and development, body image, gender, gender identity, gender expression, sexual orientation, relationships, marriage, and family.

(cf. 5030 - Student Wellness)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.25 - Availability of Condoms)

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

(cf. 6142.8 - Comprehensive Health Education)

The district shall respect the rights of parents/guardians to supervise their children's education on these subjects and to impart values regarding human sexuality to their children.

Comprehensive sexual health education and HIV prevention education shall be offered to all students in grades 7-12 at least once in junior high or middle school and at least once in high school. (Education Code 51934)

(cf. 6143 - Courses of Study)

The district's comprehensive sexual health education program shall include information on the affirmative consent standard. *Affirmative consent* is defined as affirmative, conscious, and voluntary agreement to engage in sexual activity. Teachers delivering such instruction shall consult information related to sexual harassment and violence in the state health curriculum framework. (Education Code 51225.36, 67386)

The Superintendent or designee shall identify appropriate methods for informing the school community about subjects related to the district's comprehensive sexual health and HIV prevention education. The Superintendent or designee shall use such identified methods to inform parents/guardians of students in grades 6-12 about human trafficking prevention resources, as required pursuant to Education Code 49381.

Parent/Guardian Consent

At the beginning of each school year or at the time of a student's enrollment, parents/guardians shall be notified, in the manner specified in the accompanying administrative regulation, that they may request in writing that their child be excused from participating in comprehensive

sexual health and HIV prevention education. Students so excused by their parents/guardians shall be given an alternative educational activity. (Education Code 51240, 51938, 51939)

(cf. 5022 - Student and Family Privacy Rights)

A student shall not be subject to disciplinary action, academic penalty, or other sanction if the student's parent/guardian declines to permit the student to receive the instruction. (Education Code 51939)

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

33544 Inclusion of sexual harassment and violence in health curriculum framework

48980 Notice at beginning of term

49381 Human trafficking prevention resources

51202 Instruction in personal and public health and safety

51210.8 Health education curriculum

51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation

51240 Excuse from instruction due to religious beliefs

51513 Test, questionnaire, survey, or examination containing questions about beliefs or practices

51930-51939 California Healthy Youth Act

51950 Abuse, sexual abuse, and human trafficking prevention education

67386 Student safety; affirmative consent standard

HEALTH AND SAFETY CODE

1255.7 Parents surrendering physical custody of a baby

PENAL CODE

243.4 Sexual battery

261.5 Unlawful sexual intercourse

271.5 Parents voluntarily surrendering custody of a baby

UNITED STATES CODE, TITLE 20

1232h Protection of student rights

7906 Sex education requirements and prohibited use of funds

Management Resources:

CSBA PUBLICATIONS

Promoting Healthy Relationships for Adolescents: Board Policy Considerations, Governance Brief, August 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade 12, 2008

Health Framework for California Public Schools: Kindergarten through Grade 12, 2003

HUMAN RIGHTS CAMPAIGN FOUNDATION PUBLICATIONS

California LGBTQ Youth Report, January 2019

WEB SITES

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

California Department of Education, Sex Education and HIV/AIDS/STD Instruction: <http://www.cde.ca.gov/ls/he/se>

California Department of Public Health: <http://www.cdph.ca.gov>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Partnership to End Domestic Violence: <http://www.cpedv.org>

California Safe Schools Coalition: <http://www.casafeschools.org>

*Centers for Disease Control and Prevention: <http://www.cdc.gov>
Human Rights Campaign: <https://www.hrc.org/hrc-story/hrc-foundation>
U.S. Food and Drug Administration: <http://www.fda.gov>*

Policy ALAMEDA UNIFIED SCHOOL DISTRICT

adopted: August 25, 2009 Alameda, California

revised:

Policy 6142.5: Environmental Education

Status: ADOPTED

Original Adopted Date: 09/01/1990 | Last Revised Date: 06/01/2021 | Last Reviewed Date: 06/01/2021

~~Original Adopted Date: 08/25/2009~~

The ~~Governing Board of Education~~ recognizes that schools play a crucial role in educating students about the ~~importance of relationship between humans and the environment~~natural world and in preparing them to have the skills, knowledge, and principles needed to solve environmental problems. The Board believes that all students should understand ecological systems and the impact of human action on such systems, including, but not limited to, climate change. The district's environmental education program shall promote environmental literacy and shall prepare students to be stewards of natural resources.~~The Board believes that students should value the environment, respect all life forms, understand the basic ecological principles which support the planet, and live an ecologically responsible life-style~~environmentally sustainable lifestyle.

~~The Superintendent or designee shall develop and~~district's local control and accountability plan may include local goals and priorities for environmental education program that is aligned with state academic standards and curriculum frameworks.~~The Superintendent or designee shall determine how the literacy.~~

The district's environmental education program will~~may be integrated into~~taught across the district's district curriculum in science curriculum and other subjects, history-social science, English language arts, health, and courses in which the concepts may, to the extent practicable, mathematics. Such instruction shall be explicitly and systematically taught.

~~The goal of the district's environmental education program shall be to provide students with an understanding of~~aligned with state-adopted standards and curriculum frameworks and may include, but not be limited to, the interactions and interdependence of human societies and natural systems, people's dependence and influence on natural systems, the ways that natural systems change and how people can benefit and influence that change, the fact that there are no boundaries to prevent matter from flowing between systems, and the fact that decisions affecting resources and natural systems are complex and involve many factors.

The district's program ~~shall emphasize a coordination of instructional resources with~~may also provide for active student participation in onsite resource conservation and management programs and the promotion of service learning partnerships. The Superintendent or designee may collaborate with other local educational agencies and/or community-based organizations to enhance the curriculum and learning experiences provided to students.

Policy Reference Disclaimer:

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

State	Description
Ed. Code 33541	Science requirements
Ed. Code 51210	Areas of study
Ed. Code 51220	Areas of study, grades 7 to 12
Ed. Code 51795-51797	School instructional gardens
Ed. Code 60041	Ecological systems and their protection
Ed. Code 8700-8707	Environmental education
Ed. Code 8720-8723	Conservation education service
Ed. Code 8760-8773	Outdoor science, conservation, and forestry
Pub. Res. Code 71300-71305	Statewide environmental education
Management Resources	Description
Website	<u>AASA The School Superintendents Association</u>

Cross-References

Code	Description
1400	<u>Relations Between Other Governmental Agencies And The Schools</u>
3260	<u>Fees And Charges</u>
3260	<u>Fees And Charges</u>
3510	<u>Green School Operations</u>
3511	<u>Energy And Water Management</u>
3511	<u>Energy And Water Management</u>
3511.1	<u>Integrated Waste Management</u>
3511.1	<u>Integrated Waste Management</u>
3514	<u>Environmental Safety</u>
3514	<u>Environmental Safety</u>
4131	<u>Staff Development</u>
4131	<u>Staff Development</u>
5030	<u>Student Wellness</u>
6000	<u>Concepts And Roles</u>
6011	<u>Academic Standards</u>

6141	<u>Curriculum Development And Evaluation</u>
6141	<u>Curriculum Development And Evaluation</u>
6142.3	<u>Civic Education</u>
6142.4	<u>Service Learning/Community Service Classes</u>
6142.8	<u>Comprehensive Health Education</u>
6142.93	<u>Science Instruction</u>
6143	<u>Courses Of Study</u>
6143	<u>Courses Of Study</u>
6153	<u>School Sponsored Trips</u>
6153	<u>School Sponsored Trips</u>

The Superintendent or designee shall ensure that environment-based learning experiences are made available on an equitable basis and that the environmental literacy curriculum reflects the linguistic, ethnic, and socioeconomic diversity of California.

As appropriate, the Superintendent or designee shall provide professional development for teachers in the development and effective implementation of curriculum and activities inside and outside of the classroom that promote environmental literacy.

Policy 6142.5: Environmental Education

Status: ADOPTED

Original Adopted Date: August 25, 2009 | Last Revised Date: | Last Reviewed Date:

The Governing Board recognizes that schools play a crucial role in educating students about the relationship between humans and the natural world and in preparing them to have the skills, knowledge, and principles needed to solve environmental problems. The Board believes that all students should understand ecological systems and the impact of human action on such systems, including, but not limited to, climate change. The district's environmental education program shall promote environmental literacy and shall prepare students to be stewards of natural resources and live an environmentally sustainable lifestyle.

The district's local control and accountability plan may include local goals and priorities for environmental literacy.

The district's environmental education program may be taught across the district curriculum in science, history-social science, English language arts, health, and, to the extent practicable, mathematics. Such instruction shall be aligned with state-adopted standards and curriculum frameworks and may include, but not be limited to, the interactions and interdependence of human societies and natural systems, people's dependence and influence on natural systems, the ways that natural systems change and how people can benefit and influence that change, the fact that there are no boundaries to prevent matter from flowing between systems, and the fact that decisions affecting resources and natural systems are complex and involve many factors.

The district's program may also provide for active student participation in onsite resource conservation and management programs and the promotion of service learning partnerships. The Superintendent or designee may collaborate with other local educational agencies and/or community-based organizations to enhance the curriculum and learning experiences provided to students.

The Superintendent or designee shall ensure that environment-based learning experiences are made available on an equitable basis and that the environmental literacy curriculum reflects the linguistic, ethnic, and socioeconomic diversity of California.

As appropriate, the Superintendent or designee shall provide professional development for teachers in the development and effective implementation of curriculum and activities inside and outside of the classroom that promote environmental literacy.

Comprehensive Health Education



Instruction

BP 6142.8(a)

COMPREHENSIVE HEALTH EDUCATION

The Governing Board of Education believes that health education should foster the knowledge, skills, and attitudes that students need in order to lead healthy lives and avoid high-risk behaviors, and that creating a safe, supportive, inclusive, and nonjudgmental environment is crucial in promoting healthy development for all students. The district's health education program shall be part of a coordinated school health system which supports the physical, mental, and social well-being of students and is linked to district and community services and resources.

(cf. 0415 - Equity)

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 3514 - Environmental Safety)

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

(cf. 3554 - Other Food Sales)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

(cf. 5131.63 - Steroids)

(cf. 5137 - Positive School Climate)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.23 - Asthma Management)

(cf. 5141.3 - Health Examinations)

(cf. 5141.32 - Health Screening for School Entry)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5141.5 - Mental Health)

(cf. 5141.52 - Suicide Prevention)

(cf. 5141.6 - School Health Services)

(cf. 5141.7 - Sun Safety)

(cf. 5142 - Safety)

(cf. 5145.3 - Nondiscrimination/Harassment)

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

(cf. 6164.2 - Guidance/Counseling Services)

Goals for the district's health education program shall be designed to promote student wellness and shall include, but not be limited to, goals for nutrition promotion and education ~~and~~, physical activity, and other school-based activities that promote student well-being.

(cf. 0200 - Goals for the School District)

(cf. 5030 - Student Wellness)

(cf. 6142.7 - Physical Education and Activity)

The district shall provide a planned, sequential, research-based, and developmentally appropriate health education curriculum for students in grades K-12 which is aligned with the state's content standards and curriculum framework and integrated with other content areas of the district's curriculum. The Superintendent or designee shall determine the grade levels and

subject areas in which health-related topics will be addressed, in accordance with law, Board policy, and administrative regulation.

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

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

(cf. 6143 - Courses of Study)

BP 6142.8(b)

COMPREHENSIVE HEALTH EDUCATION (continued)

As appropriate, the Superintendent or designee shall involve school administrators, teachers, school nurses, health professionals representing various fields of health care, parents/guardians, community-based organizations, and other community members in the development, implementation, and evaluation of the district's health education program. Health and safety professionals may be invited to provide related instruction in the classroom, school assemblies, and other instructional settings.

(cf. 1220 - Citizen Advisory Committees)

(cf. 1240 - Volunteer Assistance)

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

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

(cf. 6020 - Parent Involvement)

(cf. 6145.8 - Assemblies and Special Events)

(cf. 6162.8 - Research)

The Superintendent or designee shall provide professional development as needed to ensure that health education teachers are knowledgeable about academic content standards, the state curriculum framework, and effective instructional methodologies.

(cf. 4131 - Staff Development)

The Superintendent or designee shall provide periodic reports to the Board regarding the implementation and effectiveness of the district's health education program, which may include, but not be limited to, a description of the district's program and the extent to which it is aligned with the state's content standards and curriculum framework, the amount of time allotted for health instruction at each grade level, student achievement of district standards for health education, and the manner in which the district's health education program supports the physical, mental, and social well-being of students.

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference: (see next page)

COMPREHENSIVE HEALTH EDUCATION (continued)

Legal Reference:

EDUCATION CODE

~~8850.5~~ 8850.5 *Family relationships and parenting education*

~~35183.5~~ 35183.5 *Sun protection*

~~49413~~ 49413 *First aid and cardiopulmonary resuscitation training*

~~49430~~ 49436 ~~49430~~ 49434 *Pupil Nutrition, Health and Achievement Act of 2001*

~~49490~~ 49494 ~~49490~~ 49494 *School breakfast and lunch programs*

49500-49505 School meals

~~51202~~ 49500-49505 *School meals*

51202 *Instruction in personal and public health and safety*

~~51203~~ 51203 *Instruction on alcohol, narcotics and dangerous drugs*

51210 Areas of study

~~51210.8~~ 51210 *Areas of study; grades 1-6*

51210.8 *State content standards for health education*

~~51220.5~~ 51220.5 *Parenting skills; areas of instruction*

51260-51269 Drug education

~~51513~~ 51225.36 *Sexual harassment and violence instruction; affirmative consent standard*

51225.6 *Compression-only cardiopulmonary resuscitation instruction*

51260-51269 *Drug education*

51513 *Personal beliefs; exams, questionnaires, and surveys*

~~51880~~ ~~51881.5~~ 51880-51881.5 *Health education, legislative findings and intent*

~~51890~~ ~~51891~~ 51890-51891 *Comprehensive health education programs and community participation; definitions*

~~51913~~ 51900.6 *Sexual abuse and sexual assault awareness and prevention*

51913 *District health education plan*

~~51920~~ 51920 *Inservice training, health education*

~~51930~~ ~~51939~~ 51930-51939 *California Healthy Youth Act; Comprehensive sexual health and HIV/AIDS prevention education*

67386 *Affirmative consent; definition*

CALIFORNIA CODE OF REGULATIONS, TITLE 5

~~11800~~ ~~11801~~ 11800-11801 *District health education plan*

UNITED STATES CODE, TITLE 42

1751-1769j *National School Lunch Program, especially:*

1758b *Local wellness policy*

1771-1793 Child nutrition programs, including National School Breakfast Program

Management Resources:

CSBA PUBLICATIONS

Why Schools Hold the Promise for Adolescent Mental Health, Governance Brief, May 2019

The Impact of Marijuana Legalization on K-12: The Effect of Marijuana on the Brain, November 2018

Preventing Catastrophic Health Illness, Governance Brief, July 2018

Integrating Physical Activity into the School Day, April 2016

Promoting Healthy Relationships for Adolescents: Board Policy Considerations, August 2014

Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012

Promoting Oral Health for California's Students: New Roles, New Opportunities for Schools, Policy Brief, November 2008

Asthma Management in the Schools, Policy Brief, March 2008

Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007

Physical Education and California Schools, Policy Brief, rev. October 2007

Promoting Oral Health for California's Students: New Roles, New Opportunities for Schools, Policy Brief, March 2007

Sun Safety in Schools, Policy Brief, July 2006

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

Management Resources continued: (see next page)

BP 6142.8(d)

COMPREHENSIVE HEALTH EDUCATION (continued)

Management Resources: (continued)

AMERICAN ASSOCIATION FOR HEALTH EDUCATION PUBLICATIONS

National Health Education Standards: Achieving Excellence, 2007 rev. November 2012

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

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

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

Health Framework for California Public Schools: Kindergarten Through Grade Twelve, 2003

HUMAN RIGHTS CAMPAIGN FOUNDATION PUBLICATIONS

California LGBTQ Youth Report, January 2019

WEB SITES

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

American Association for Health Education: <http://www.aahperd.org>

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

American School Health Association: ~~<http://www.ashaweb.org>~~ <http://www.ashaweb.org>

California Association of School Health Educators: ~~<http://www.cashe.org>~~ <http://www.cashe.org>

*California Department of Education, Health Education: ~~<http://www.cde.ca.gov/ei/he>~~
~~<http://www.cde.ca.gov/ci/he>~~*

California Department of Public Health: ~~<http://www.cdph.ca.gov>~~ <http://www.cdph.ca.gov>

*California Healthy Kids Resource Center: ~~<http://www.californiahealthykids.org>~~
~~<http://www.californiahealthykids.org>~~*

*California Subject Matter Project, Physical Education-Health Project: ~~<http://csmp.ucop.edu/pehp>~~
~~<https://csmp.online>~~*

Center for Injury Prevention Policy and Practice: ~~<http://www.cipp.org>~~ <http://www.cipp.org>

Centers for Disease Control and Prevention: ~~<http://www.cdc.gov>~~ <http://www.cdc.gov>

Human Rights Campaign Foundation: <https://www.hrc.org>

National Center for Health Education: ~~<http://www.nche.org>~~ <http://www.nche.org>

*National Hearing Conservation Association: ~~<http://www.hearingconservation.org>~~
~~<http://www.hearingconservation.org>~~*

Shape America Society of Health and Physical Educators: <https://www.shapeamerica.org>

Policy-~~ALAMEDA UNIFIED SCHOOL DISTRICT~~CSBA MANUAL MAINTENANCE
SERVICE

adopted: ~~August 25, 2009~~ Alameda, California

March 2021

COMPREHENSIVE HEALTH EDUCATION

The Governing Board believes that health education should foster the knowledge, skills, and attitudes that students need in order to lead healthy lives and avoid high-risk behaviors, and that creating a safe, supportive, inclusive, and nonjudgmental environment is crucial in promoting healthy development for all students. The district's health education program shall be part of a coordinated school health system which supports the physical, mental, and social well-being of students and is linked to district and community services and resources.

(cf. 0415 - Equity)
(cf. 3513.3 - Tobacco-Free Schools)
(cf. 3514 - Environmental Safety)
(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3554 - Other Food Sales)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.62 - Tobacco)
(cf. 5131.63 - Steroids)
(cf. 5137 - Positive School Climate)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.23 - Asthma Management)
(cf. 5141.3 - Health Examinations)
(cf. 5141.32 - Health Screening for School Entry)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5141.5 - Mental Health)
(cf. 5141.52 - Suicide Prevention)
(cf. 5141.6 - School Health Services)
(cf. 5141.7 - Sun Safety)
(cf. 5142 - Safety)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6164.2 - Guidance/Counseling Services)

Goals for the district's health education program shall be designed to promote student wellness and shall include, but not be limited to, goals for nutrition promotion and education, physical activity, and other school-based activities that promote student well-being.

(cf. 0200 - Goals for the School District)
(cf. 5030 - Student Wellness)
(cf. 6142.7 - Physical Education and Activity)

The district shall provide a planned, sequential, research-based, and developmentally appropriate health education curriculum for students in grades K-12 which is aligned with the state's content standards and curriculum framework and integrated with other content areas of the district's curriculum. The Superintendent or designee shall determine the grade levels and subject areas in which health-related topics will be addressed, in accordance with law, Board policy, and administrative regulation.

(cf. 6011 - Academic Standards)
(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6143 - Courses of Study)

As appropriate, the Superintendent or designee shall involve school administrators, teachers, school nurses, health professionals representing various fields of health care, parents/guardians, community-based organizations, and other community members in the development, implementation, and evaluation of the district's health education program. Health and safety professionals may be invited to provide related instruction in the classroom, school assemblies, and other instructional settings.

(cf. 1220 - Citizen Advisory Committees)

(cf. 1240 - Volunteer Assistance)

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

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

(cf. 6020 - Parent Involvement)

(cf. 6145.8 - Assemblies and Special Events)

(cf. 6162.8 - Research)

The Superintendent or designee shall provide professional development as needed to ensure that health education teachers are knowledgeable about academic content standards, the state curriculum framework, and effective instructional methodologies.

(cf. 4131 - Staff Development)

The Superintendent or designee shall provide periodic reports to the Board regarding the implementation and effectiveness of the district's health education program, which may include, but not be limited to, a description of the district's program and the extent to which it is aligned with the state's content standards and curriculum framework, the amount of time allotted for health instruction at each grade level, student achievement of district standards for health education, and the manner in which the district's health education program supports the physical, mental, and social well-being of students.

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE

8850.5 Family relationships and parenting education

35183.5 Sun protection

49413 First aid and cardiopulmonary resuscitation training

49430-49434 Pupil Nutrition, Health and Achievement Act of 2001

49490-49494 School breakfast and lunch programs

49500-49505 School meals

51202 Instruction in personal and public health and safety

51203 Instruction on alcohol, narcotics and dangerous drugs

51210 Areas of study; grades 1-6

51210.8 State content standards for health education

51220.5 Parenting skills; areas of instruction

51225.36 Sexual harassment and violence instruction; affirmative consent standard

51225.6 Compression-only cardiopulmonary resuscitation instruction

51260-51269 Drug education

51513 Personal beliefs; exams, questionnaires, and surveys

51880-51881.5 Health education, legislative findings and intent

51890-51891 Comprehensive health education programs and community participation; definitions

51900.6 Sexual abuse and sexual assault awareness and prevention

51913 District health education plan

51920 Inservice training, health education
 51930-51939 California Healthy Youth Act; Comprehensive sexual health and HIV/AIDS prevention education
 67386 Affirmative consent; definition
CALIFORNIA CODE OF REGULATIONS, TITLE 5
 11800-11801 District health education plan
UNITED STATES CODE, TITLE 42
 1751-1769j National School Lunch Program, especially:
 1758b Local wellness policy
 1771-1793 Child nutrition programs, including National School Breakfast Program

Management Resources:

CSBA PUBLICATIONS

Why Schools Hold the Promise for Adolescent Mental Health, Governance Brief, May 2019
The Impact of Marijuana Legalization on K-12: The Effect of Marijuana on the Brain, November 2018
Preventing Catastrophic Health Illness, Governance Brief, July 2018
Integrating Physical Activity into the School Day, April 2016
Promoting Healthy Relationships for Adolescents: Board Policy Considerations, August 2014
Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012
Promoting Oral Health for California's Students: New Roles, New Opportunities for Schools, Policy Brief, November 2008
Asthma Management in the Schools, Policy Brief, March 2008
Sun Safety in Schools, Policy Brief, July 2006
Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006
AMERICAN ASSOCIATION FOR HEALTH EDUCATION PUBLICATIONS
National Health Education Standards: Achieving Excellence, rev. November 2012
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Health Education Framework for California Public Schools: Kindergarten Through Grade Twelve, 2019
Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008
HUMAN RIGHTS CAMPAIGN FOUNDATION PUBLICATIONS
California LGBTQ Youth Report, January 2019

WEB SITES

CSBA: <http://www.csba.org>
 American School Health Association: <http://www.ashaweb.org>
 California Association of School Health Educators: <http://www.cashe.org>
 California Department of Education, Health Education: <http://www.cde.ca.gov/ci/he>
 California Department of Public Health: <http://www.cdph.ca.gov>
 California Healthy Kids Resource Center: <http://www.californiahealthykids.org>
 California Subject Matter Project, Physical Education-Health Project: <https://csmp.online>
 Center for Injury Prevention Policy and Practice: <http://www.cipp.org>
 Centers for Disease Control and Prevention: <http://www.cdc.gov>
 Human Rights Campaign Foundation: <https://www.hrc.org>
 National Center for Health Education: <http://www.nche.org>
 National Hearing Conservation Association: <http://www.hearingconservation.org>
 Shape America Society of Health and Physical Educators: <https://www.shapeamerica.org>

Policy ALAMEDA UNIFIED SCHOOL DISTRICT

adopted: August 25, 2009 Alameda, California

revised:

Policy 6143: Courses Of Study

Status:
ADOPTED

Original Adopted Date: 08/25/2009 | **Last Revised Date:** 02/11/2020 | **Last Reviewed Date:** 02/11/2020

Instruction

BP 6143(a)

COURSES OF STUDY

The Governing Board recognizes that a well-aligned sequence of courses fosters academic growth and provides for the best possible use of instructional time. -The district's course of study shall provide students with opportunities to attain the skills, knowledge, and abilities they need to be successful academically, professionally, and personally.

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

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

The Superintendent or designee shall establish processes for ensuring the articulation of courses across grade levels within the district. -As necessary, the Superintendent or designee shall work with representatives of appropriate area districts and postsecondary institutions to ensure articulation of courses with other institutions to which district students may matriculate. -The sequence of courses shall be designed to ensure that each course provides adequate preparation for the next course in the sequence, only utilizes prerequisites that are essential to success in a given program or course, avoids significant duplication of content, and allows for reinforcement and progression in the subject matter.

The district shall not provide any course separately or require or refuse participation by any student on the basis of the student's actual or perceived sex, sexual orientation, gender, gender expression, gender identity, ethnic group identification, immigration status, race, ancestry, national origin, religion, color, ~~or~~ mental or physical disability ~~or require or refuse participation by any of its students on, or~~ any other characteristic listed in Education Code 200 and 220, Government Code 11135, or Penal Code 422.55, or the student's association with a person or group with one or more of such basis. ~~(actual or perceived characteristics.~~ (Education Code 200, 220; Government Code 11135; Penal Code 422.55; 5 CCR 4940)

(cf. 0415 - Equity)

(cf. 5145.3 - Nondiscrimination/Harassment)

Elementary

Grades

The Board shall adopt a course of study for elementary grades that sufficiently prepares students for the secondary course of study.

(cf. 6146.5 - Elementary/Middle School Graduation Requirements)

Secondary

Grades

The district shall offer all otherwise qualified students in grades 7-12 a course of study that prepares them, upon graduation from high school, to meet the requirements and prerequisites for admission to California public colleges and universities and to attain entry-level employment skills in business or industry. ~~(Education Code 51228)~~

The district's course of study may provide

BP 6143(b)

COURSES OF STUDY (continued)

for a rigorous academic curriculum that integrates academic and career skills, includes applied learning across all disciplines, and prepares all students for high school graduation and career entry. (Education Code 51228)

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

(cf. 6141.5 - Advanced Placement)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6178 - Career Technical Education)

In addition, the course of study for students in grades 9-12 shall include instruction in skills and knowledge for adult life, career technical training, and a timely opportunity for all otherwise qualified students to enroll, within four years, in each course necessary to fulfill the requirements and prerequisites for admission to California public colleges and universities prior to graduation. ~~-(Education Code 51224, 51228)~~

The Superintendent or designee shall develop a process by which courses that meet California college admission criteria (referred to as "a-g" course requirements) are submitted to the University of California for review and certification. ~~The Superintendent or designee shall maintain an accurate list of all current high school courses that have been so certified, shall ensure that the list is provided annually to all students in grades 9-12 and their parents/guardians, and shall make updated lists readily available. -(Education Code 51229, 66204)~~

Policy

Legal Reference Disclaimer: (see next page)

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

State

~~5 CCR 10020-10043~~

~~5 CCR 10060~~

~~5 CCR 4940~~

~~Ed. Code 33319.3~~

~~Ed. Code 33540~~

~~Ed. Code 48980~~

~~Ed. Code 51202~~

~~Ed. Code 51203~~

~~Ed. Code 51204~~

~~Ed. Code 51204.5~~

~~Ed. Code 51210-51212~~

~~Ed. Code 51220-51229~~

~~Ed. Code 51241~~

~~Ed. Code 51911-51921~~

~~Ed. Code 51930-51939~~

~~Ed. Code 51940~~

~~Ed. Code 60040-60052~~

~~Ed. Code 66204~~

~~H&S Code 11032~~

Federal

~~20 USC 6111-6251~~

Management Resources

~~Website~~

~~Website~~

~~Website~~

~~Website~~

~~Website~~

~~Website~~

~~Website~~

~~Website~~

~~Website~~

Description

~~Automobile driver education and training~~

~~Criteria for high school physical education programs~~

~~Nondiscrimination; course access~~

~~Driver education; CDE materials on road rage~~

~~Standards for government and civics instruction~~

~~Parental notifications~~

~~Instruction in personal and public health and safety~~

~~Instruction on alcohol, narcotics and dangerous drugs~~

~~Course of study designed for student's needs~~

~~History of California; contributions of men, women, and ethnic groups~~

~~Course of study for grades 1-6~~

~~Course of study for grades 7-12~~

~~Temporary, two-year or permanent exemption from physical education~~

~~Comprehensive health education~~

~~California Healthy Youth Act~~

~~Curriculum for brain and spinal cord injury prevention~~

~~Requirements for instructional materials~~

~~Certification of high school courses as meeting university admission criteria~~

~~Definition of dangerous drugs~~

Description

~~School-to-Work Opportunities Act of 1994~~

Description

~~American Health Association~~

~~American Red Cross, Hands Only CPR~~

~~California Career Resource Network~~

~~California State University, Admission Requirements~~

~~University of California, a-g Course Submissions~~

~~University of California, List of Approved a-g Courses~~

~~California Colleges.edu~~

~~California Department of Education~~

~~CSBA~~

Cross-References

Code

~~0415~~

~~0460~~

~~0460~~

~~3270~~

Description

~~Equity~~

~~Local Control And Accountability Plan~~

~~Local Control And Accountability Plan~~

~~Sale And Disposal Of Books, Equipment And Supplies~~

3270	<u>Sale And Disposal Of Books, Equipment And Supplies</u>
3513.3	<u>Tobacco Free Schools</u>
3513.3	<u>Tobacco Free Schools</u>
5121	<u>Grades/Evaluation Of Student Achievement</u>
5121	<u>Grades/Evaluation Of Student Achievement</u>
5131.6	<u>Alcohol And Other Drugs</u>
5131.6	<u>Alcohol And Other Drugs</u>
5138	<u>Conflict Resolution/Peer Mediation</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.6	<u>Parental Notifications</u>
5145.6 E(1)	<u>Parental Notifications</u>
5146	<u>Married/Pregnant/Parenting Students</u>
5146	<u>Married/Pregnant/Parenting Students</u>
6000	<u>Concepts And Roles</u>
6011	<u>Academic Standards</u>
6141	<u>Curriculum Development And Evaluation</u>
6141	<u>Curriculum Development And Evaluation</u>
6141.2	<u>Recognition Of Religious Beliefs And Customs</u>
6141.2	<u>Recognition Of Religious Beliefs And Customs</u>
6141.5	<u>Advanced Placement</u>
6141.5	<u>Advanced Placement</u>
6142.1	<u>Sexual Health And HIV/AIDS Prevention Instruction</u>
6142.1	<u>Sexual Health And HIV/AIDS Prevention Instruction</u>
6142.2	<u>World Language Instruction</u>
6142.2	<u>World Language Instruction</u>
6142.3	<u>Civic Education</u>
6142.4	<u>Service Learning/Community Service Classes</u>
6142.5	<u>Environmental Education</u>
6142.6	<u>Visual And Performing Arts Education</u>
6142.7	<u>Physical Education And Activity</u>
6142.7	<u>Physical Education And Activity</u>
6142.8	<u>Comprehensive Health Education</u>
6142.91	<u>Reading/Language Arts Instruction</u>
6142.91	<u>Reading/Language Arts Instruction</u>
6142.92	<u>Mathematics Instruction</u>
6142.93	<u>Science Instruction</u>
6142.94	<u>History Social Science Instruction</u>
6144	<u>Controversial Issues</u>
6144	<u>Controversial Issues</u>
6145	<u>Extracurricular And Cocurricular Activities</u>
6145	<u>Extracurricular And Cocurricular Activities</u>
6145.8	<u>Assemblies And Special Events</u>
6146.1	<u>High School Graduation Requirements</u>
6146.1	<u>High School Graduation Requirements</u>
6146.11	<u>Alternative Credits Toward Graduation</u>
6146.11	<u>Alternative Credits Toward Graduation</u>
6146.3	<u>Reciprocity Of Academic Credit</u>
6146.3	<u>Reciprocity Of Academic Credit</u>

6146.5	<u>Elementary/Middle School Graduation Requirements</u>
6151	<u>Class Size</u>
6151	<u>Class Size</u>
6152.1	<u>Placement In Mathematics Courses</u>
6152.1	<u>Placement In Mathematics Courses</u>
6153	<u>School-Sponsored Trips</u>
6153	<u>School-Sponsored Trips</u>
6155	<u>Challenging Courses By Examination</u>
6155	<u>Challenging Courses By Examination</u>
6158	<u>Independent Study</u>
6158	<u>Independent Study</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1-E(1)	<u>Selection And Evaluation Of Instructional Materials</u>
6164.2	<u>Guidance/Counseling Services</u>
6164.2	<u>Guidance/Counseling Services</u>
6172.1	<u>Concurrent Enrollment In College Classes</u>
6172.1	<u>Concurrent Enrollment In College Classes</u>
6173	<u>Education For Homeless Children</u>
6173	<u>Education For Homeless Children</u>
6173-E(1)	<u>Education For Homeless Children</u>
6173.2	<u>Education Of Children Of Military Families</u>
6177	<u>Summer Learning Programs</u>
6178	<u>Career Technical Education</u>
6178	<u>Career Technical Education</u>
6178.1	<u>Work-Based Learning</u>
6178.1	<u>Work-Based Learning</u>
6181	<u>Alternative Schools/Programs Of Choice</u>
6181	<u>Alternative Schools/Programs Of Choice</u>
6184	<u>Continuation Education</u>
6184	<u>Continuation Education</u>

COURSES OF STUDY (continued)**Legal Reference:****EDUCATION CODE**200 Educational equity220 Prohibition of discrimination234.1 Categorical program monitoring and prohibition of discrimination, harassment, intimidation, and bullying234.7 Student protections relating to immigration and citizenship status33319.3 Driver education; CDE materials on road rage33540 Government and civics instruction in interaction with government agencies48980 Parental notifications49060-49079 Student records51202 Instruction in personal and public health and safety51203 Instruction on alcohol, narcotics and restricted dangerous drugs51204 Course of study designed for student's needs51204.5 Social science instruction; history of California; contributions of various groups51210-51212 Course of study for grades 1-651220-51230 Course of study for grades 7-1251241 Exemption from physical education51911-51921 Comprehensive health education51930-51939 California Healthy Youth Act51940 Curriculum for brain and spinal cord injury prevention60040-60052 Requirements for instructional materials66204 Certification of high school courses as meeting university admission criteria**GOVERNMENT CODE**7282-7282.5 Standards for responding to U.S. Immigration and Customs enforcement holds7283-7283.2 Standards for participation in U.S. Immigration and Customs enforcement programs7284-7284.12 Cooperation with immigration authorities11135 Discrimination**HEALTH AND SAFETY CODE**11032 Definitions of dangerous drugs**PENAL CODE**422.55 Hate crime**CODE OF REGULATIONS, TITLE 5**430-438 Student Records4940 Nondiscrimination; course access10020-10043 Automobile driver education and training10060 Physical education program**UNITED STATES CODE, TITLE 20**1232g Family Educational Rights and Privacy Act**CODE OF FEDERAL REGULATIONS, TITLE 34**99.1-99.67 Family Educational Rights and Privacy Act**Management Resources: (see next page)**

COURSES OF STUDY (continued)

Management Resources:

WEB SITES

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

American Heart Association: <https://www.heart.org>

American Red Cross, Hands-Only CPR: <https://www.redcross.org/take-a-class>

California Career Resource Network: <http://www.californiacareers.info>

California Colleges.edu: <http://www.californiacolleges.edu>

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

California State University, Admission Requirements: http://www.csumentor.edu/planning/high_school

California Student Aid Commission: <https://www.csac.ca.gov>

Federal Student Aid: <https://studentaid.gov>

University of California, a-g Course Submissions:

<https://hs-articulation.ucop.edu/guide/update-your-a-g-list/submitting-courses>

University of California, List of Approved a-g Courses: <https://hs-articulation.ucop.edu/agcourselist>

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

COURSES OF STUDY

The Governing Board recognizes that a well-aligned sequence of courses fosters academic growth and provides for the best possible use of instructional time. The district's course of study shall provide students with opportunities to attain the skills, knowledge, and abilities they need to be successful academically, professionally, and personally.

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

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

The Superintendent or designee shall establish processes for ensuring the articulation of courses across grade levels within the district. As necessary, the Superintendent or designee shall work with representatives of appropriate area districts and postsecondary institutions to ensure articulation of courses with other institutions to which district students may matriculate. The sequence of courses shall be designed to ensure that each course provides adequate preparation for the next course in the sequence, only utilizes prerequisites that are essential to success in a given program or course, avoids significant duplication of content, and allows for reinforcement and progression in the subject matter.

The district shall not provide any course separately or require or refuse participation by any student on the basis of the student's actual or perceived sex, sexual orientation, gender, gender expression, gender identity, ethnic group identification, immigration status, race, ancestry, national origin, religion, color, mental or physical disability, or any other characteristic listed in Education Code 200 and 220, Government Code 11135, or Penal Code 422.55, or the student's association with a person or group with one or more of such actual or perceived characteristics. (Education Code 200, 220; Government Code 11135; Penal Code 422.55; 5 CCR 4940)

(cf. 0415 - Equity)

(cf. 5145.3 - Nondiscrimination/Harassment)

Elementary Grades

The Board shall adopt a course of study for elementary grades that sufficiently prepares students for the secondary course of study.

(cf. 6146.5 - Elementary/Middle School Graduation Requirements)

Secondary Grades

The district shall offer all otherwise qualified students in grades 7-12 a course of study that prepares them, upon graduation from high school, to meet the requirements and prerequisites for admission to California public colleges and universities and to attain entry-level employment skills in business or industry. The district's course of study may provide

for a rigorous academic curriculum that integrates academic and career skills, includes applied learning across all disciplines, and prepares all students for high school graduation and career entry. (Education Code 51228)

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

(cf. 6141.5 - Advanced Placement)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6178 - Career Technical Education)

In addition, the course of study for students in grades 9-12 shall include instruction in skills and knowledge for adult life, career technical training, and a timely opportunity for all otherwise qualified students to enroll, within four years, in each course necessary to fulfill the requirements and prerequisites for admission to California public colleges and universities prior to graduation. (Education Code 51224, 51228)

The Superintendent or designee shall develop a process by which courses that meet California college admission criteria (referred to as "a-g" course requirements) are submitted to the University of California for review and certification. The Superintendent or designee shall maintain an accurate list of all current high school courses that have been so certified, shall ensure that the list is provided annually to all students in grades 9-12 and their parents/guardians, and shall make updated lists readily available. (Education Code 51229, 66204)

Legal Reference:

EDUCATION CODE

200 Educational equity

220 Prohibition of discrimination

234.1 Categorical program monitoring and prohibition of discrimination, harassment, intimidation, and bullying

234.7 Student protections relating to immigration and citizenship status

33319.3 Driver education; CDE materials on road rage

33540 Government and civics instruction in interaction with government agencies

48980 Parental notifications

49060-49079 Student records

51202 Instruction in personal and public health and safety

51203 Instruction on alcohol, narcotics and restricted dangerous drugs

51204 Course of study designed for student's needs

51204.5 Social science instruction; history of California; contributions of various groups

51210-51212 Course of study for grades 1-6

51220-51230 Course of study for grades 7-12

51241 Exemption from physical education

51911-51921 Comprehensive health education

51930-51939 California Healthy Youth Act

51940 Curriculum for brain and spinal cord injury prevention

60040-60052 Requirements for instructional materials

66204 Certification of high school courses as meeting university admission criteria

GOVERNMENT CODE

7282-7282.5 Standards for responding to U.S. Immigration and Customs enforcement holds

7283-7283.2 Standards for participation in U.S. Immigration and Customs enforcement programs

7284-7284.12 Cooperation with immigration authorities

11135 Discrimination

HEALTH AND SAFETY CODE

11032 Definitions of dangerous drugs
PENAL CODE
422.55 Hate crime
CODE OF REGULATIONS, TITLE 5
430-438 Student Records
4940 Nondiscrimination; course access
10020-10043 Automobile driver education and training
10060 Physical education program
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy Act

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>
American Heart Association: <https://www.heart.org>
American Red Cross, Hands-Only CPR: <https://www.redcross.org/take-a-class>
California Career Resource Network: <http://www.californiacareers.info>
California Colleges.edu: <http://www.californiacolleges.edu>
California Department of Education: <https://www.cde.ca.gov>
California State University, Admission Requirements: http://www.csumentor.edu/planning/high_school
California Student Aid Commission: <https://www.csac.ca.gov>
Federal Student Aid: <https://studentaid.gov>
*University of California, a-g Course Submissions:
<https://hs-articulation.ucop.edu/guide/update-your-a-g-list/submitting-courses>*
University of California, List of Approved a-g Courses: <https://hs-articulation.ucop.edu/agcourselist>
U.S. Department of Education: <https://www.ed.gov>

Policy ALAMEDA UNIFIED SCHOOL DISTRICT

adopted: August 25, 2009 Alameda, California

revised: May 8, 2012

revised: February 11, 2020

revised:

Policy 6146.1: High School Graduation Requirements

Status:
ADOPTED

Original Adopted Date: 06/12/2012 | **Last Revised Date:** 06/08/2021 | **Last Reviewed Date:** 06/08/2021

Instruction

BP 6146.1(a)

HIGH SCHOOL GRADUATION REQUIREMENTS

The Governing Board desires to prepare all students to successfully complete the high school course of study and obtain a diploma that represents their educational achievement and increases their opportunities for postsecondary education and employment.

Pathway

Support

~~Alameda Unified School District is to support 9th—12th-grade students understand the multiple pathways to earning high school credit toward graduation along with the necessary classes that need to be taken in order to achieve A-G readiness. Students' will be given multiple opportunities to engage with staff to learn about opportunities that exist outside the traditional high school such as concurrent enrollment at the Peralta colleges or alternative programs to help plan their own path to college and career.~~

Course

Requirements

(cf. 5127 - Graduation Ceremonies and Activities)

(cf. 5147 - Dropout Prevention)

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6146.3 - Reciprocity of Academic Credit)

Course Requirements

To obtain a high school diploma, students shall complete the following courses in grades 9-12, with each course being one year unless otherwise specified:

~~Four~~

~~1.~~ 1. _____ Three courses in English - (Education Code 51225.3)

(cf. 6142.91 - Reading/Language Arts Instruction)

2. _____ Two courses in mathematics - _____ (Education Code 51225.3)

~~At~~

~~Students shall complete at least one mathematics course, or a combination of the two mathematics courses, shall meet or exceed that meets the~~ state academic content standards for Algebra I or Mathematics I. ~~Completion of~~ Students may complete such coursework prior to grade 9 ~~shall satisfy the Algebra I or Mathematics I requirement, but shall not exempt a student from the requirement to~~ provided that they also complete two mathematics courses in grades 9-12. - (Education Code 51224.5)

~~2.~~ S
tudents may be awarded up to one mathematics course credit for successful completion of an approved computer science course that is classified as a "category c" course based on the "a-g" course requirements for college admission. ~~-, which may be counted toward additional graduation requirements in mathematics.~~ (Education Code 51225.3, 51225.35)
-

~~3. Two courses in laboratory sciences (including a year each in both biological and physical lab sciences that are approved UC "d" requirements). Students shall be counseled that foundational science requirements for state public college admission include completion of 1) Biology and 2) Chemistry or Physics. Students shall be counseled that these two years of laboratory science are required for UC-CSU admission but that three years of lab science are recommended. This graduation requirement takes effect for AUSD students graduating in 2020 and thereafter. (Education Code 51225.3)~~
-

~~Four~~

~~(cf. 6142.92 - Mathematics Instruction)~~

~~(cf. 6152.1 - Placement in Mathematics Courses)~~

~~3. Two courses in science, including biological and physical sciences (Education Code 51225.3)~~

~~(cf. 6142.93 - Science Instruction)~~

~~4. 4. Three~~ courses in social studies, including United States history and geography; world history, culture, and geography; a one-semester course in ~~Ethnic Studies, a one-semester course in~~ American ~~Government~~ government and ~~Civics~~ civics; and a one-semester course in ~~Economics~~ economics (Education Code 51225.3)
-

~~(cf. 6142.3 - Civic Education)~~

~~(cf. 6142.94 - History-Social Science Instruction)~~

BP 6146.1(b)

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

5. One course in visual or performing arts, world language, or career technical education (CTE). - For purposes of this requirement, a course in American Sign Language shall be deemed a course in world language. - (Education Code 51225.3)

~~5.~~ To be counted towards meeting graduation requirements, a CTE course shall be aligned to the CTE model curriculum standards and framework adopted by the State Board of Education. - (Education Code 51225.3)

(cf. 6142.2 - World Language Instruction)

(cf. 6142.6 - Visual and Performing Arts Education)

(cf. 6178 - Career Technical Education)

(cf. 6178.2 - Regional Occupational Center/Program)

6. 6. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3)

~~7. One course in Navigating Life (one semester)~~

~~The normal course load for students is six courses per semester.~~

~~a. Each student must complete a total of 220 credits for graduation.~~

~~b. Each student shall complete a total of 20 hours of community service work during the 10th, 11th, and/or 12th grade(s) with the exception of the Class of 2021 and 2022.~~

~~Only passing grades of "D" or above will be used to establish credit. Class standing will be based upon the individual accumulation of credit as follows:~~

(cf. 6142.7 - Physical Education and Activity)

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

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

(cf. 6142.8 - Comprehensive Health Education)

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

(cf. 6146.11 - Alternative Credits Toward Graduation)
(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)
(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

Exemptions from District-Adopted Graduation Requirements

District students are required to complete graduation course requirements specified above, including the requirements imposed by Education Code 51225.3 and those adopted by the Board. However, a foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student who transfers into the district or between district schools any time after completing the second year of high school, or a newly arrived immigrant student who is in the third or fourth year of high school and is participating in a

BP 6146.1(c)

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

newcomer program, shall be exempted from any graduation requirements adopted by the Board that are in addition to statewide course requirements.

This exemption shall not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school.

Within 30 days of the transfer into a school or of the commencement of participation in a newcomer program, as applicable, the Superintendent or designee shall notify any eligible student of the availability of the exemption and whether the student qualifies for it. -(Education Code 51225.1)

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 5145.6 - Parental Notifications)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)
(cf. 6175 - Migrant Education Program)

If during the 2020-21 school year a student was in the third or fourth year of high school and is not on track to graduate in four years, the district shall exempt the student from any local graduation requirements adopted by the Board that are in addition to statewide course requirements specified in Education Code 51225.3. (Education Code 51225)

Continuation High School Graduation Requirements

The following requirements are specific to AUSD's continuation high school program. Students who return to a comprehensive or other non-continuation program will be required to complete the standard AUSD graduation requirements outlined in BP 6146.1.

Course Requirements

To obtain a diploma of graduation from the district's continuation high school, AUSD students shall complete at least the following courses in grades 9-12, with each course being an equivalent of one year unless otherwise specified (Education Code 51225.3):

1. Three courses in English. (Education Code 51225.3)
2. Two courses in mathematics, one which must be Algebra I. A student who completes coursework in grades 7 through 12 that meets or exceeds state academic content standards for Algebra I in less than two courses shall be considered to have met the requirement for Algebra I. Completion, prior to grade 9, of algebra coursework that meets or exceeds state academic content standards shall not exempt a student from the requirement to complete two mathematics courses in grades 9-12. (Education Code 51224.5 and 51225.3)
3. Two courses in laboratory sciences (including a year each in both biological and physical lab sciences). Students shall be counseled that foundational science requirements for state public college admission include completion of 1) Biology and 2) Chemistry or Physics. Students shall be counseled that two years of approved laboratory science are required for UC-CSU admission but that three years of lab science are recommended. (Education Code 51225.3)
4. Four courses in social studies, including United States history and geography; world history, culture, and geography; a one semester course in Ethnic Studies; a one-semester course in American government and civics; and a one-semester course in economics. (Education Code 51225 .3)
5. One course in visual and performing arts and one course in world language. For purposes of this requirement, American Sign Language shall qualify as a world language (Education Code 51225.3). Students may substitute a course in career technical education for one of these required courses (Assembly Bill 1330). Students shall be counseled that one year of visual and performing arts and two years of world language are required for UC-CSU admission but three years of a world language are recommended for UC-CSU admission. This graduation requirement takes effect for students graduating in 2016 and thereafter.
6. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3). Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.
7. One course in Navigating Life (one semester).

The Superintendent or designee shall exempt or waive specific course requirements for foster youth or children of military families in accordance with Education Code 51225.3 and 49701.

1. Each student must complete a total of 200 credits for graduation.
2. Each student must attain a cumulative Grade Point Average (GPA) of not less than 1.75.
3. Each student shall complete a total of 20 hours of community service work during the 10th, 11th, and/or 12th grade(s).
4. Each student must complete at least two (2) of the following community college experiences:
 - a. Meet with a community college counselor
 - b. Complete a community college course
 - c. Create a community college online account
 - d. Participate in an official tour of a community college campus
5. Each student must complete all of the following as part of a career planning course or portfolio:
 - a. Resume
 - b. Cover Letter
 - c. Career Interest Survey/Inventory

Only passing grades of "D" or above will be used to establish credit. Class standing will be based upon the individual accumulation of credit as follows:

Because the prescribed course of study may not accommodate needs of some students, the Board shall provide alternative means for the completion of prescribed course in accordance with law.

Additional Opportunities to Complete Required Coursework

The Superintendent or designee shall provide a student who was enrolled in the third or fourth year of high school during the 2020-21 school year and is not on track to graduate in the 2020-21 or 2021-22 school years the opportunity to complete the statewide coursework required for graduation, which may include, but is not limited to, completion of the coursework through a fifth year of instruction, credit recovery, or other opportunity to complete the required coursework. (Education Code 51225)

Retroactive

Diplomas

Any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. ~~(Education Code 51413)~~

~~In addition, the district may retroactively grant high school diplomas to former students who: (Education Code 48204.4, 51430, 51440) (Education Code 51413)~~

In addition, the district may retroactively grant high school diplomas to former students who: (Education Code 48204.4, 51430, 51440)

1. Departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure

BP 6146.1(d)

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the district that are consistent with the purposes of Education Code 48204.4.

- ~~1.~~ In determining whether to award a diploma under these circumstances, the Superintendent or designee shall consider any coursework that may have been completed outside of the United States or through online or virtual courses.

-

2. Were interned by order of the federal government during World War II or are honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that they were enrolled in a district school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars.

- ~~2.~~ Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.

-

- ~~3.~~ 3. Are veterans who entered the military service of the United States while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a district school.

-

4. ~~4.~~ Were in their senior year of high school during the 2019-20 school year, were in good academic standing and on track to graduate at the end of the 2019-20 school year as of March 1, 2020, and were unable to complete the statewide graduation requirements as a result of the COVID-19 crisis-

Honorary

Diplomas

The Board may grant an honorary high school diploma to: ~~-(Education Code 51225.5)~~

- ~~1.~~ 1. An international exchange student who has not completed the course of study ordinarily required for graduation and who is returning to the student's home country following the completion of one academic school year in the district

(cf. 6145.6 - International Exchange)

- ~~2.~~ 2. _____ A student who is terminally ill

BP 6146.1(e)

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

The honorary diploma shall be clearly distinguishable from the regular diploma of graduation awarded by the district. ~~-(Education Code 51225.5)~~

~~Certificates _____ of _____ Completion~~

~~Any Special Education student who completes a course of study as prescribed in the Individual Education Plan (but whose IEP Team determines s/he is unable to meet AUSD graduation requirements because of disability) will receive an AUSD Certificate of Completion and may participate in commencement exercise. (Education Code 51225.5)~~

Policy

Legal Reference-Disclaimer:

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

State

~~5 CCR 1600-1651~~

~~5 CCR 4600-4670~~

~~Ed. Code 47612~~

~~Ed. Code 48200~~

~~Ed. Code 48204.4~~

~~Ed. Code 48412~~

Description

~~Graduation of students from grade 12 and credit toward graduation~~

~~Uniform complaint procedures~~

~~Enrollment in charter school~~

~~Compulsory attendance~~

~~Parents/guardians departing California against their will~~

~~Certificate of proficiency~~

Ed. Code 48430	Continuation education schools and classes
Ed. Code 48645.5	Former juvenile court school students, enrollment
Ed. Code 48980	Required notification at beginning of term
Ed. Code 49701	Provisions of the interstate compact on educational opportunities for military children
Ed. Code 51224	Skills and knowledge required for adult life
Ed. Code 51224.5	Algebra in course of study for grades 7-12
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Former juvenile court school student defined; acceptance of coursework, credits, retaking of course
Ed. Code 51225.3	High school graduation
Ed. Code 51225.35	Mathematics course requirements; computer science
Ed. Code 51225.36	Instruction in sexual harassment and violence; districts that require health education for graduation
Ed. Code 51225.5	Honorary diplomas; foreign exchange students
Ed. Code 51225.6	Instruction in cardiopulmonary resuscitation
Ed. Code 51228	Graduation requirements
Ed. Code 51230	Credit for community emergency response training
Ed. Code 51240-51246	Exemptions from requirements
Ed. Code 51250-51251	Assistance to military dependents
Ed. Code 51410-51413	Diplomas
Ed. Code 51420-51427	High school equivalency certificates
Ed. Code 51430	Retroactive high school diplomas
Ed. Code 51440	Retroactive high school diplomas
Ed. Code 51450-51455	Golden State Seal Merit Diploma
Ed. Code 51745	Independent study
Ed. Code 56390-56392	Recognition for educational achievement, special education
Ed. Code 66204	Certification of high school courses as meeting university admission criteria
Ed. Code 67386	Student safety; affirmative consent standard
Management Resources	Description
Court Decision	O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452
Website	University of California, List of Approved a-g Courses
Website	California Department of Education, High School
Website	CSBA

Cross-References

Code	Description
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
4112.2	Certification
4112.2	Certification
5127	Graduation Ceremonies And Activities
5145.6	Parental Notifications
5145.6-E(1)	Parental Notifications

5147	<u>Dropout Prevention</u>
6000	<u>Concepts And Roles</u>
6011	<u>Academic Standards</u>
6141	<u>Curriculum Development And Evaluation</u>
6141	<u>Curriculum Development And Evaluation</u>
6142.1	<u>Sexual Health And HIV/AIDS Prevention Instruction</u>
6142.1	<u>Sexual Health And HIV/AIDS Prevention Instruction</u>
6142.2	<u>World Language Instruction</u>
6142.2	<u>World Language Instruction</u>
6142.3	<u>Civic Education</u>
6142.4	<u>Service Learning/Community Service Classes</u>
6142.6	<u>Visual And Performing Arts Education</u>
6142.7	<u>Physical Education And Activity</u>
6142.7	<u>Physical Education And Activity</u>
6142.8	<u>Comprehensive Health Education</u>
6142.91	<u>Reading/Language Arts Instruction</u>
6142.91	<u>Reading/Language Arts Instruction</u>
6142.92	<u>Mathematics Instruction</u>
6142.93	<u>Science Instruction</u>
6142.94	<u>History Social Science Instruction</u>
6143	<u>Courses Of Study</u>
6143	<u>Courses Of Study</u>
6145	<u>Extracurricular And Cocurricular Activities</u>
6145	<u>Extracurricular And Cocurricular Activities</u>
6145.2	<u>Athletic Competition</u>
6145.2	<u>Athletic Competition</u>
6145.6	<u>International Exchange</u>
6145.6	<u>International Exchange</u>
6146.11	<u>Alternative Credits Toward Graduation</u>
6146.11	<u>Alternative Credits Toward Graduation</u>
6146.2	<u>Certificate Of Proficiency/High School Equivalency</u>
6146.2	<u>Certificate Of Proficiency/High School Equivalency</u>
6146.2 E(1)	<u>Certificate Of Proficiency/High School Equivalency</u>
6146.3	<u>Reciprocity Of Academic Credit</u>
6146.3	<u>Reciprocity Of Academic Credit</u>
6146.4	<u>Differential Graduation And Competency Standards For Students With Disabilities</u>
6151	<u>Class Size</u>
6151	<u>Class Size</u>
6152.1	<u>Placement In Mathematics Courses</u>
6152.1	<u>Placement In Mathematics Courses</u>
6155	<u>Challenging Courses By Examination</u>
6155	<u>Challenging Courses By Examination</u>
6158	<u>Independent Study</u>
6158	<u>Independent Study</u>
6159	<u>Individualized Education Program</u>
6159	<u>Individualized Education Program</u>
6159.2	<u>Nonpublic, Nonsectarian School And Agency Services For Special Education</u>

6159.2	<u>Nonpublic, Nonsectarian School And Agency Services For Special Education</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1-E(1)	<u>Selection And Evaluation Of Instructional Materials</u>
6162.5	<u>Student Assessment</u>
6172.1	<u>Concurrent Enrollment In College Classes</u>
6172.1	<u>Concurrent Enrollment In College Classes</u>
6173	<u>Education For Homeless Children</u>
6173	<u>Education For Homeless Children</u>
6173-E(1)	<u>Education For Homeless Children</u>
6173.1	<u>Education For Foster Youth</u>
6173.1	<u>Education For Foster Youth</u>
6173.2	<u>Education Of Children Of Military Families</u>
6175	<u>Migrant Education Program</u>
6175	<u>Migrant Education Program</u>
6176	<u>Weekend/Saturday Classes</u>
6176	<u>Weekend/Saturday Classes</u>
6177	<u>Summer Learning Programs</u>
6178	<u>Career Technical Education</u>
6178	<u>Career Technical Education</u>
6178.1	<u>Work-Based Learning</u>
6178.1	<u>Work-Based Learning</u>
6178.2	<u>Regional Occupational Center/Program</u>
6179	<u>Supplemental Instruction</u>
6179	<u>Supplemental Instruction</u>
6181	<u>Alternative Schools/Programs Of Choice</u>
6181	<u>Alternative Schools/Programs Of Choice</u>
6184	<u>Continuation Education</u>
6184	<u>Continuation Education</u>
6200	<u>Adult Education</u>
6200	<u>Adult Education</u>
6200-E(1)	<u>Adult Education</u>
9000	<u>Role Of The Board</u>

EDUCATION CODE

47612 Enrollment in charter school

48200 Compulsory attendance

48204.4 Parents/guardians departing California against their will

48412 Certificate of proficiency

48430 Continuation education schools and classes

48645.5 Acceptance of coursework

48980 Required notification at beginning of term

49701 Interstate Compact on Educational Opportunity for Military Children

51224 Skills and knowledge required for adult life

51224.5 Algebra instruction

51225 2020-21 exemption from graduation requirements

51225.1 Exemption from district graduation requirements

51225.2 Student in foster care defined; acceptance of coursework, credits, retaking of course

51225.3 High school graduation

51225.35 Mathematics course requirements; computer science

51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation

51225.5 Honorary diplomas
51225.6 Compression-only cardiopulmonary resuscitation
51228 Graduation requirements
51230 Credit for community emergency response training
51240-51246 Exemptions from requirements
51250-51251 Assistance to military dependents
51410-51413 Diplomas
51420-51427 High school equivalency certificates
51430 Retroactive high school diplomas
51440 Retroactive high school diplomas
51450-51455 Golden State Seal Merit Diploma
51745 Independent study restrictions
56390-56392 Recognition for educational achievement, special education
66204 Certification of high school courses as meeting university admissions criteria
67386 Student safety; affirmative consent standard
CODE OF REGULATIONS, TITLE 5
1600-1651 Graduation of students from grade 12 and credit toward graduation
4600-4670 Uniform complaint procedures
COURT DECISIONS
O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

Management Resources: (see next page)

BP 6146.1(f)

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

Management Resources:

WEB SITES

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

California Department of Education, High School: <http://www.cde.ca.gov/ci/gs/hs>

University of California, List of Approved a-g Courses:

<https://admission.universityofcalifornia.edu/admission-requirements/freshman-requirements>

Policy
adopted:

CSBA POLICY MANUAL UPDATE
September 2021

HIGH SCHOOL GRADUATION REQUIREMENTS

The Governing Board desires to prepare all students to successfully complete the high school course of study and obtain a diploma that represents their educational achievement and increases their opportunities for postsecondary education and employment.

Pathway Support

Alameda Unified School District is to support 9th – 12th grade students understand the multiple pathways to earning high school credit toward graduation along with the necessary classes that need to be taken in order to achieve A-G readiness. Students' will be given multiple opportunities to engage with staff to learn about opportunities that exist outside the traditional high school such as concurrent enrollment at the Peralta colleges or alternative programs to help plan their own path to college and career.

(cf. 5127 - Graduation Ceremonies and Activities)

(cf. 5147 - Dropout Prevention)

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6146.3 - Reciprocity of Academic Credit)

Course Requirements

To obtain a high school diploma, students shall complete the following courses in grades 9-12, with each course being one year unless otherwise specified:

1. Four courses in English (Education Code 51225.3)

(cf. 6142.91 - Reading/Language Arts Instruction)

2. Two courses in Mathematics (Education Code 51225.3)

Students shall complete at least one mathematics course that meets the state academic content standards for Algebra I or Mathematics I. Students may complete such coursework prior to grade 9 provided that they also complete two mathematics courses in grades 9-12. (Education Code 51224.5)

Students may be awarded up to one mathematics course credit for successful completion of an approved computer science course that is classified as a "category c" course based on the "a-g" course requirements for college admission, which may be counted toward additional graduation requirements in mathematics. (Education Code 51225.3, 51225.35)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6152.1 - Placement in Mathematics Courses)

3. Two courses in Laboratory Sciences (including a year each in both biological and physical lab sciences that are approved UC "d" requirements). Students shall be counseled that foundational science requirements for state public college admission include completion of 1) Biology and 2) Chemistry or Physics. Students shall be counseled that these two years of laboratory science are required for UC-CSU admission but that three years of lab science are recommended. This graduation requirement takes effect for AUSD students graduating in 2020 and thereafter. (Education Code 51225.3)

(cf. 6142.93 - Science Instruction)

4. Four courses in Social Studies, including United States History and Geography; World History, Culture, and Geography; a one-semester course in American Government and Civics; and a one-semester course in Economics (Education Code 51225.3)

(cf. 6142.3 - Civic Education)

(cf. 6142.94 - History-Social Science Instruction)

5. One course in Visual or Performing Arts, World Language, or Career Technical Education (CTE). For purposes of this requirement, a course in American Sign Language shall be deemed a course in World Language. (Education Code 51225.3)

To be counted towards meeting graduation requirements, a CTE course shall be aligned to the CTE model curriculum standards and framework adopted by the State Board of Education. (Education Code 51225.3)

(cf. 6142.2 - World Language Instruction)

(cf. 6142.6 - Visual and Performing Arts Education)

(cf. 6178 - Career Technical Education)

(cf. 6178.2 - Regional Occupational Center/Program)

6. Two courses in Physical Education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3)

(cf. 6142.7 - Physical Education and Activity)

7. One course in Navigating Life (one semester)

The normal course load for students is six courses per semester.

- a. Each student must complete a total of 220 credits for graduation.
- b. Each student shall complete a total of 20 hours of community service work during the 10th, 11th, and/or 12th grade(s) with the exception of the Class of 2021 and 2022.

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

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

(cf. 6142.8 - Comprehensive Health Education)

Only passing grades of "D" or above will be used to establish credit. Class standing will be based upon the individual accumulation of credit as follows:

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

Exemptions from District-Adopted Graduation Requirements

District students are required to complete graduation course requirements specified above, including the requirements imposed by Education Code 51225.3 and those adopted by the Board. However, a foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student who transfers into the district or between district schools any time after completing the second year of high school, or a newly arrived immigrant student who is in the third or fourth year of high school and is participating in a newcomer program, shall be exempted from any graduation requirements adopted by the Board that are in addition to statewide course requirements. This exemption shall not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school.

Within 30 days of the transfer into a school or of the commencement of participation in a newcomer program, as applicable, the Superintendent or designee shall notify any eligible student of the availability of the exemption and whether the student qualifies for it. (Education Code 51225.1)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5145.6 - Parental Notifications)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6173.3 - Education for Juvenile Court School Students)

(cf. 6175 - Migrant Education Program)

If during the 2020-21 school year a student was in the third or fourth year of high school and is not on track to graduate in four years, the district shall exempt the student from any local graduation requirements adopted by the Board that are in addition to statewide course requirements specified in Education Code 51225.3. (Education Code 51225)

Continuation High School Graduation Requirements

The following requirements are specific to AUSD's continuation high school program. Students who return to a comprehensive or other non-continuation program will be required to complete the standard AUSD graduation requirements outlined in BP 6146.1.

Course Requirements

To obtain a diploma of graduation from the district's continuation high school, AUSD students shall complete at least the following courses in grades 9-12, with each course being an equivalent of one year unless otherwise specified (Education Code [51225.3](#)):

1. Three courses in English. (Education Code [51225.3](#))
2. Two courses in mathematics, one which must be Algebra I. A student who completes coursework in grades 7 through 12 that meets or exceeds state academic content standards for Algebra I in less than two courses shall be considered to have met the requirement for Algebra I. Completion, prior to grade 9, of algebra coursework that meets or exceeds state academic content standards shall not exempt a student from the requirement to complete two mathematics courses in grades 9-12. (Education Code [51224.5](#) and [51225.3](#))
3. Two courses in laboratory sciences (including a year each in both biological and physical lab sciences). Students shall be counseled that foundational science requirements for state public college admission include completion of 1) Biology and 2) Chemistry or Physics. Students shall be counseled that two years of approved laboratory science are required for

UC-CSU admission but that three years of lab science are recommended. (Education Code [51225.3](#))

4. Four courses in social studies, including United States history and geography; world history, culture, and geography; a one semester course in Ethnic Studies; a one-semester course in American government and civics; and a one-semester course in economics. (Education Code 51225 .3)
5. One course in visual and performing arts and one course in world language. For purposes of this requirement, American Sign Language shall qualify as a world language (Education Code [51225.3](#)). Students may substitute a course in career technical education for one of these required courses (Assembly Bill 1330). Students shall be counseled that one year of visual and performing arts and two years of world language are required for UC-CSU admission but three years of a world language are recommended for UC-CSU admission. This graduation requirement takes effect for students graduating in 2016 and thereafter.
6. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code [51225.3](#)). Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.
7. One course in Navigating Life (one semester).

The Superintendent or designee shall exempt or waive specific course requirements for foster youth or children of military families in accordance with Education Code [51225.3](#) and [49701](#).

1. Each student must complete a total of 200 credits for graduation.
2. Each student must attain a cumulative Grade Point Average (GPA) of not less than 1.75.
3. Each student shall complete a total of 20 hours of community service work during the 10th, 11th, and/or 12th grade(s).
4. Each student must complete at least two (2) of the following community college experiences:
 - a. Meet with a community college counselor
 - b. Complete a community college course
 - c. Create a community college online account
 - d. Participate in an official tour of a community college campus
5. Each student must complete all of the following as part of a career planning course or portfolio:
 - a. Resume
 - b. Cover Letter
 - c. Career Interest Survey/Inventory

Only passing grades of "D" or above will be used to establish credit. Class standing will be based upon the individual accumulation of credit as follows:

Because the prescribed course of study may not accommodate needs of some students, the Board shall provide alternative means for the completion of prescribed course in accordance with law.

Additional Opportunities to Complete Required Coursework

The Superintendent or designee shall provide a student who was enrolled in the third or fourth year of high school during the 2020-21 school year and is not on track to graduate in the 2020-21 or 2021-22 school years the opportunity to complete the statewide coursework required for graduation, which may include, but is not limited to, completion of the coursework through a fifth year of instruction, credit recovery, or other opportunity to complete the required coursework. (Education Code 51225)

Retroactive Diplomas

Any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 51413)

In addition, the district may retroactively grant high school diplomas to former students who: (Education Code 48204.4, 51430, 51440)

1. Departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure

Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the district that are consistent with the purposes of Education Code 48204.4.

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall consider any coursework that may have been completed outside of the United States or through online or virtual courses.

2. Were interned by order of the federal government during World War II or are honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that they were enrolled in a district school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars

Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.

3. Are veterans who entered the military service of the United States while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a district school
4. Were in their senior year of high school during the 2019-20 school year, were in good academic standing and on track to graduate at the end of the 2019-20 school year as of March 1, 2020, and were unable to complete the statewide graduation requirements as a result of the COVID-19 crisis

Honorary Diplomas

The Board may grant an honorary high school diploma to: (Education Code 51225.5)

1. An international exchange student who has not completed the course of study ordinarily required for graduation and who is returning to the student's home country following the completion of one academic school year in the district

(cf. 6145.6 - International Exchange)

2. A student who is terminally ill

The honorary diploma shall be clearly distinguishable from the regular diploma of graduation awarded by the district.

Certificates of Completion

Any Special Education student who completes a course of study as prescribed in the Individual Education Plan (but whose IEP Team determines s/he is unable to meet AUSD graduation requirements because of disability) will receive an AUSD Certificate of Completion and may participate in commencement exercise. (Education Code 51225.5)

Legal Reference:

EDUCATION CODE

47612 Enrollment in charter school
48200 Compulsory attendance
48204.4 Parents/guardians departing California against their will
48412 Certificate of proficiency
48430 Continuation education schools and classes
48645.5 Acceptance of coursework
48980 Required notification at beginning of term
49701 Interstate Compact on Educational Opportunity for Military Children
51224 Skills and knowledge required for adult life
51224.5 Algebra instruction
51225 2020-21 exemption from graduation requirements
51225.1 Exemption from district graduation requirements
51225.2 Student in foster care defined; acceptance of coursework, credits, retaking of course
51225.3 High school graduation
51225.35 Mathematics course requirements; computer science
51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation
51225.5 Honorary diplomas
51225.6 Compression-only cardiopulmonary resuscitation
51228 Graduation requirements
51230 Credit for community emergency response training
51240-51246 Exemptions from requirements
51250-51251 Assistance to military dependents
51410-51413 Diplomas
51420-51427 High school equivalency certificates
51430 Retroactive high school diplomas
51440 Retroactive high school diplomas
51450-51455 Golden State Seal Merit Diploma
51745 Independent study restrictions
56390-56392 Recognition for educational achievement, special education
66204 Certification of high school courses as meeting university admissions criteria
67386 Student safety; affirmative consent standard

CODE OF REGULATIONS, TITLE 5

1600-1651 Graduation of students from grade 12 and credit toward graduation
4600-4670 Uniform complaint procedures

COURT DECISIONS

O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

Management Resources:

WEB SITES

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

California Department of Education, High School: <http://www.cde.ca.gov/ci/gs/hs>

University of California, List of Approved a-g Courses:

<https://admission.universityofcalifornia.edu/admission-requirements/freshman-requirements>

Policy ALAMEDA UNIFIED SCHOOL DISTRICT

adopted: June 12, 2012 Alameda, California

revised: March 24, 2015

revised: February 26, 2019

revised: October 17, 2019

revised: June 8, 2021

revised

Policy
adopted:

CSBA POLICY MANUAL UPDATE
September 2021

Policy 6146.18: ^Continuation High School Graduation Requirements

Status: ADOPTED

Original Adopted Date: 06/25/2019 | **Last Reviewed Date:** 06/25/2019

The following requirements are specific to AUSD's continuation high school program. Students who return to a comprehensive or other non-continuation program will be required to complete the standard AUSD graduation requirements outlined in BP 6146.1.

Course Requirements

To obtain a diploma of graduation from the district's continuation high school, AUSD students shall complete at least the following courses in grades 9-12, with each course being an equivalent of one year unless otherwise specified (Education Code 51225.3):

1. Three courses in English. (Education Code 51225.3)
2. Two courses in mathematics, one which must be Algebra I. A student who completes coursework in grades 7 through 12 that meets or exceeds state academic content standards for Algebra I in less than two courses shall be considered to have met the requirement for Algebra I. Completion, prior to grade 9, of algebra coursework that meets or exceeds state academic content standards shall not exempt a student from the requirement to complete two mathematics courses in grades 9-12. (Education Code 51224.5 and 51225.3)
3. Two courses in laboratory sciences (including a year each in both biological and physical lab sciences). Students shall be counseled that foundational science requirements for state public college admission include completion of 1) Biology and 2) Chemistry or Physics. Students shall be counseled that two years of approved laboratory science are required for UC-CSU admission but that three years of lab science are recommended. (Education Code 51225.3)
4. Three courses in social studies, including United States history and geography; world history, culture, and geography; a one-semester course in American government and civics; and a one-semester course in economics. (Education Code 51225.3)
5. One course in visual and performing arts and one course in world language. For purposes of this requirement, American Sign Language shall qualify as a world language (Education Code 51225.3). Students may substitute a course in career technical education for one of these required courses (Assembly Bill 1330). Students shall be counseled that one year of visual and performing arts and two years of world language are required for UC-CSU admission but three years of a world language are recommended for UC-CSU admission. This graduation requirement takes effect for students graduating in 2016 and thereafter.
6. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3). Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.
7. One course in current life issues (one semester).

The Superintendent or designee shall exempt or waive specific course requirements for foster youth or children of military families in accordance with Education Code 51225.3 and 49701.

1. Each student must complete a total of 200 credits for graduation.
2. Each student must attain a cumulative Grade Point Average (GPA) of not less than 1.75.
3. Each student shall complete a total of 20 hours of community service work during the 10th, 11th, and/or 12th grade(s).

4. Each student must complete at least two (2) of the following community college experiences:

- a. Meet with a community college counselor
- b. Complete a community college course
- c. Create a community college online account
- d. Participate in an official tour of a community college campus

5. Each student must complete all of the following as part of a career planning course or portfolio:

- a. Resume
- b. Cover Letter
- c. Career Interest Survey/Inventory

Only passing grades of "D" or above will be used to establish credit. Class standing will be based upon the individual accumulation of credit as follows:

Because the prescribed course of study may not accommodate needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

Diploma of Graduation

Any student who meets all AUSD continuation school graduation requirements will receive an AUSD Diploma of Graduation and may participate in commencement exercises.

Policy 6158: Independent Study

Status:
ADOPTED

Original Adopted Date: 09/28/2010 | Last Revised Date: 11/10/2015 | Last Reviewed Date: 11/10/2015

Instruction

BP 6158(a)

INDEPENDENT STUDY

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

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

~~A student's~~

(cf. 0420.4 - Charter School Authorization)

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

Except for students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to quarantine or school closure for exposure to or infection with COVID-19, student participation in independent study shall be voluntary. ~~Students participating in independent study shall have the right, at any time, to enter or return to the regular classroom mode of instruction.~~ (Education Code 51747.5, ~~51749.5~~ CCR 41700, 51749.6)

Parents/guardians

Independent study for each student shall be under the general supervision of ~~students who are interested in~~ a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall ~~contact~~ be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

With the exception of students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to a quarantine or school closure for exposure to or infection with COVID-19, the minimum period of time for any independent study option shall be three consecutive school days. (Education Code 51747)

General Independent Study Requirements

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)

For the 2022-23 school year and thereafter, the Superintendent or designee ~~The Superintendent or designee shall~~ may offer and approve independent study for an individual student ~~only~~ upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than ~~he/she~~ the student would in the regular classroom setting.

BP 6158(b)

INDEPENDENT STUDY (continued)

(cf. 5147 - Dropout Prevention)

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6200 - Adult Education)

The minimum ~~period of time for any instructional~~ minutes for students participating in independent study ~~option~~ shall be ~~five consecutive~~ the same as required for their peers at the school ~~days who are receiving in-person instruction, except~~

~~Written Agreements~~

~~The Superintendent or designee shall ensure that a written master agreement and, as appropriate, a learning agreement for students participating in course-based independent study exist for each participating student as prescribed otherwise permitted by law. (Education Code 51747, 51749.546100)~~

~~The master agreement shall specify the length of time in which each independent study assignment must be completed.~~

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

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student ~~fails to make satisfactory educational progress and/or~~ misses three assignments, ~~unless the student's written agreement specifies a lower or higher number of missed assignments~~. Satisfactory educational progress shall be determined based on ~~the nature of the assignments, the total number of assignments, and/or other unique circumstances~~. all of the following indicators: (Education Code 51747)

~~Student-Teacher Conferences~~

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

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

~~Home-Based Independent Study~~

- ~~1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060~~
- ~~2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments~~
- ~~3. Learning of required concepts, as determined by the supervising teacher~~
- ~~4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher~~

~~The Superintendent or designee shall encourage parents/guardians desiring to teach their children at home to have their children participate in ensure that students participating in independent study. Such participation allows continued contact and cooperation between the school system and the home-based student and ensures that the student will be offered a are provided with content aligned to grade level standards-based education at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. (Education Code 51747)~~

BP 6158(c)

INDEPENDENT STUDY (continued)

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction
2. For students in quality and quantity to grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction

3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students participating in an independent study program for 15 school days or more who: (Education Code 51747)

1. Are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or 10 percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar
2. Are found to be not participatory pursuant to Section 51747.5 for more than the greater of three schooldays or 60 percent of the scheduled days of synchronous instruction in a school month as applicable by grade span
3. Are in violation of their written agreement

Tiered reengagement strategies procedures used in district independent study programs shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the recording of a non-attendance day or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

BP 6158(d)

INDEPENDENT STUDY (continued)

The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more. (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)

Upon the request of the parent/guardian of a student, and before signing a written agreement as described below in the section "Master Agreement," the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, and, if requested, their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

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

However, for the 2021-22 school year only, the district shall obtain a signed written agreement from each student participating in an independent study program for any length of time, no later than 30 days after the first day of instruction in the independent study program.

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

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

1. The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress

BP 6158(e)

INDEPENDENT STUDY (continued)

2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed

between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study

5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that independent study is an optional educational alternative in which no student may be required to participate

For the 2021-22 school year, this statement shall not be required for a student's participation in independent study if the student is unable to attend in-person instruction because of a quarantine or school closure mandated by a local or state health order or guidance due to the student's exposure to or infection with COVID-19.

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

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

BP 6158(f)

INDEPENDENT STUDY (continued)

10. Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.

However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if

the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student, no later than 30 days after the first day of instruction in the independent study program or October 15, whichever date comes later.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

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

Course-Based Independent Study

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

1. A signed learning agreement shall be completed and on file for each participating student, pursuant to Education Code 51749.6
2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.

(cf. 4112.2 - Certification)

3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions

BP 6158(g)

INDEPENDENT STUDY (continued)

criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities throughout the school year, for students in transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive

at least weekly synchronous instruction.

4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.
5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

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

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for

BP 6158(h)

INDEPENDENT STUDY (continued)

outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

(cf. 5125 - Student Records)

6. Examinations shall be administered by a proctor.

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

(cf. 6162.51 - State Academic Achievement Tests)

8. A student shall not be required to enroll in courses included in the course-based independent study program.
9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.
10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

11. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.
12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

(cf. 3260 - Fees and Charges)

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

BP 6158(i)

INDEPENDENT STUDY (continued)

14. A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.
15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.
16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no

case, later than five instructional days.

Learning Agreement for Course-Based Independent Study

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

1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #3 of the Course-Based Independent Study section above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with

BP 6158(j)

INDEPENDENT STUDY (continued)

their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.

7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.

8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.
9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.
10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.
11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.
12. For 2022-23 school year and thereafter, before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, and by the student's parent/guardian or caregiver if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

For the 2021-22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.

BP 6158(k)

INDEPENDENT STUDY (continued)

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

A signed learning agreement from a parent/guardian of a student who is less than 18 years of age shall constitute the parent/guardian's permission for the student to receive instruction through course-based independent study. (Education Code 51749.6)

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

Upon the request of a student's parent/guardian, and before signing a written agreement as described above, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference, or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51749.6)

Student-Parent-Educator Conferences

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or, if requested by a parent/guardian, prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records

The Superintendent or designee shall ensure that records are maintained for audit purposes.

These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher

BP 6158(l)

INDEPENDENT STUDY (continued)

4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid

certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled live interaction or synchronous instruction shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee shall also maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

(cf. 3580 - District Records)

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

Program Evaluation

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

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INDEPENDENT STUDY (continued)

(cf. 0500 - Accountability)

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

(cf. 6162.5 - Student Assessment)

Legal Reference-Disclaimer:

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

State

5-CCR 11700-11703

Ed. Code 17289

Ed. Code 41976.2

Description

Independent study

Exemption for facilities

Independent study programs; adult education funding

Ed. Code 42238	Revenue limits
Ed. Code 42238.05	Local control funding formula; average daily attendance
Ed. Code 44865	Qualifications for home teachers
Ed. Code 46200-46208	Incentives for longer instructional day and year
Ed. Code 46300-46307.1	Methods of computing average daily attendance
Ed. Code 46390-46393	Emergency average daily attendance
Ed. Code 47612-47612.1	Charter School Operation
Ed. Code 47612.5	Charter schools operations, general requirements
Ed. Code 48204	Residency requirements for school attendance
Ed. Code 48206.3	Home or hospital instruction; students with temporary disabilities
Ed. Code 48220	Classes of children exempted
Ed. Code 48340	Improvement of pupil attendance
Ed. Code 48915	Expulsion; particular circumstances
Ed. Code 48916.1	Educational program requirements for expelled students
Ed. Code 48917	Suspension of expulsion order
Ed. Code 49011	Student fees
Ed. Code 51225.3	High school graduation
Ed. Code 51745-51749.6	Independent study
Ed. Code 52522	Adult education alternative instructional delivery
Ed. Code 52523	Adult education as supplement to high school curriculum; criteria
Ed. Code 56026	Individual with exceptional needs
Ed. Code 58500-58512	Alternative schools and programs of choice
Federal	Description
20 USC 6301	Highly qualified teachers
Management Resources	Description
California Department of Education Publication	California Digital Learning Integration and Standards Guidance, April 2021
California Department of Education Publication	Elements of Exemplary Independent Study
Court Decision	Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365
Website	<u>California Consortium for Independent Study</u>
Website	<u>California Department of Education, Independent Study</u>
Website	<u>Education Audit Appeals Panel</u>

Cross References

Code	Description
0410	<u>Nondiscrimination In District Programs And Activities</u>
0420.4	<u>Charter School Authorization</u>
0420.4	<u>Charter School Authorization</u>
0500	<u>Accountability</u>
3260	<u>Fees And Charges</u>
3260	<u>Fees And Charges</u>
3580	<u>District Records</u>
3580	<u>District Records</u>
4112.2	<u>Certification</u>
4112.2	<u>Certification</u>

4131	<u>Staff Development</u>
4131	<u>Staff Development</u>
5111.1	<u>District Residency</u>
5111.1	<u>District Residency</u>
5112.3	<u>Student Leave Of Absence</u>
5112.3	<u>Student Leave Of Absence</u>
5113	<u>Absences And Excuses</u>
5113	<u>Absences And Excuses</u>
5121	<u>Grades/Evaluation Of Student Achievement</u>
5121	<u>Grades/Evaluation Of Student Achievement</u>
5125	<u>Student Records</u>
5125	<u>Student Records</u>
5126	<u>Awards For Achievement</u>
5126	<u>Awards For Achievement</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5146	<u>Married/Pregnant/Parenting Students</u>
5146	<u>Married/Pregnant/Parenting Students</u>
5147	<u>Dropout Prevention</u>
6000	<u>Concepts And Roles</u>
6011	<u>Academic Standards</u>
6111	<u>School Calendar</u>
6112	<u>School Day</u>
6112	<u>School Day</u>
6142.4	<u>Service Learning/Community Service Classes</u>
6143	<u>Courses Of Study</u>
6143	<u>Courses Of Study</u>
6146.1	<u>High School Graduation Requirements</u>
6146.1	<u>High School Graduation Requirements</u>
6146.11	<u>Alternative Credits Toward Graduation</u>
6146.11	<u>Alternative Credits Toward Graduation</u>
6152	<u>Class Assignment</u>
6159	<u>Individualized Education Program</u>
6159	<u>Individualized Education Program</u>
6162.5	<u>Student Assessment</u>
6162.51	<u>State Academic Achievement Tests</u>
6162.51	<u>State Academic Achievement Tests</u>
6164.5	<u>Student Success Teams</u>
6164.5	<u>Student Success Teams</u>
6181	<u>Alternative Schools/Programs Of Choice</u>
6181	<u>Alternative Schools/Programs Of Choice</u>
6183	<u>Home And Hospital Instruction</u>
6184	<u>Continuation Education</u>
6184	<u>Continuation Education</u>
6185	<u>Community Day School</u>
6185	<u>Community Day School</u>
6200	<u>Adult Education</u>
6200	<u>Adult Education</u>
6200-E(1)	<u>Adult Education</u>

EDUCATION CODE

17289 Exemption for facilities

41020 Audit guidelines

41422 Apportionment credit for student inability to attend in-person or school closure due to COVID-19

41976.2 Independent study programs; adult education funding

42238 Revenue limits

42238.05 Local control funding formula; average daily attendance

44865 Qualifications for home teachers and teachers in special classes and schools

46100 Length of school day

46200-46208 Instructional day and year

46300-46307.1 Methods of computing average daily attendance

46390-46393 Emergency average daily attendance

46600 Interdistrict attendance computation

47612-47612.1 Charter school operation

47612.5 Independent study in charter schools

48204 Residency

48206.3 Home or hospital instruction; students with temporary disabilities

48220 Classes of children exempted

48340 Improvement of pupil attendance

48915 Expulsion; particular circumstances

48916.1 Educational program requirements for expelled students

48917 Suspension of expulsion order

49011 Student fees

51225.3 Requirements for high school graduation

51745-51749.6 Independent study programs

52060 Local control and accountability plan

52522 Adult education alternative instructional delivery

52523 Adult education as supplement to high school curriculum; criteria

56026 Individuals with exceptional needs

58500-58512 Alternative schools and programs of choice

FAMILY CODE

6550-6552 Authorization affidavits

CODE OF REGULATIONS, TITLE 5

11700-11703 Independent study

UNITED STATES CODE, TITLE 20

6301 Highly qualified teachers

6311 State plans

COURT DECISIONS

Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

Management Resources: (see next page)

BP 6158(n)

INDEPENDENT STUDY (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

2021-22 AA & IT Independent Study FAQs, 2021

Clarifications for Student Learning in Quarantine, 2021

Conducting Individualized Determinations of Need, 2021

Legal Requirements for Independent Study, 2021

Elements of Exemplary Independent Study

California Digital Learning Integration and Standards Guidance, April 2021
EDUCATION AUDIT APPEALS PANEL PUBLICATIONS
Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting
WEB SITES
California Consortium for Independent Study: <http://www.ccis.org>
California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>
Education Audit Appeals Panel: <http://www.eaap.ca.gov>

Policy
adopted:

CSBA POLICY MANUAL UPDATE
December 2021

Policy 6158: Independent Study

Status:
ADOPTED

Original Adopted Date: 09/28/2010 | **Last Revised Date:** 11/10/2015 | **Last Reviewed Date:** 11/10/2015

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

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

(cf. 0420.4 - Charter School Authorization)

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

Except for students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to quarantine or school closure for exposure to or infection with COVID-19, student participation in independent study shall be voluntary. (Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

With the exception of students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to a quarantine or school closure for exposure to or infection with COVID-19, the minimum period of time for any independent study option shall be three consecutive school days. (Education Code 51747)

General Independent Study Requirements

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)

For the 2022-23 school year and thereafter, the Superintendent or designee may offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

(cf. 5147 - Dropout Prevention)
(cf. 6011 - Academic Standards)
(cf. 6143 - Courses of Study)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6200 - Adult Education)

The minimum instructional minutes for students participating in independent study shall be the same as required for their peers at the school who are receiving in-person instruction, except as otherwise permitted by law. (Education Code 46100)

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. When necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due. However, in no event shall the due date of an assignment be extended beyond the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning of required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. (Education Code 51747)

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction

2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students participating in an independent study program for 15 school days or more who: (Education Code 51747)

1. Are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or 10 percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar
2. Are found to be not participatory pursuant to Section 51747.5 for more than the greater of three schooldays or 60 percent of the scheduled days of synchronous instruction in a school month as applicable by grade span
3. Are in violation of their written agreement

Tiered reengagement strategies procedures used in district independent study programs shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the recording of a non-attendance day or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more. (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous

learning, that a student will have access to as part of independent study. (Education Code 51747)

Upon the request of the parent/guardian of a student, and before signing a written agreement as described below in the section "Master Agreement," the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, and, if requested, their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

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

However, for the 2021-22 school year only, the district shall obtain a signed written agreement from each student participating in an independent study program for any length of time, no later than 30 days after the first day of instruction in the independent study program.

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

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

1. The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion

7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that independent study is an optional educational alternative in which no student may be required to participate

For the 2021-22 school year, this statement shall not be required for a student's participation in independent study if the student is unable to attend in-person instruction because of a quarantine or school closure mandated by a local or state health order or guidance due to the student's exposure to or infection with COVID-19.

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

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

10. Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.

However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student, no later than 30 days after the first day of instruction in the independent study program or October 15, whichever date comes later.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

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

Student-Parent-Educator Conferences

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or, if requested by a parent/guardian, prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records

The Superintendent or designee shall ensure that records are maintained for audit purposes.

These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled live interaction or synchronous instruction shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee shall also maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

(cf. 3580 - District Records)

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

Program Evaluation

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

(cf. 0500 - Accountability)

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

(cf. 6162.5 - Student Assessment)

Legal Reference:

EDUCATION CODE

17289 *Exemption for facilities*

41020 *Audit guidelines*

41422 *Apportionment credit for student inability to attend in-person or school closure due to COVID-19*

41976.2 *Independent study programs; adult education funding*

42238 *Revenue limits*

42238.05 *Local control funding formula; average daily attendance*

44865 *Qualifications for home teachers and teachers in special classes and schools*

46100 *Length of school day*

46200-46208 *Instructional day and year*

46300-46307.1 *Methods of computing average daily attendance*

46390-46393 *Emergency average daily attendance*

46600 *Interdistrict attendance computation*

47612-47612.1 *Charter school operation*

47612.5 *Independent study in charter schools*

48204 *Residency*

48206.3 *Home or hospital instruction; students with temporary disabilities*

48220 *Classes of children exempted*

48340 *Improvement of pupil attendance*

48915 *Expulsion; particular circumstances*

48916.1 *Educational program requirements for expelled students*

48917 *Suspension of expulsion order*

49011 *Student fees*

51225.3 *Requirements for high school graduation*

51745-51749.6 *Independent study programs*

52060 *Local control and accountability plan*

52522 *Adult education alternative instructional delivery*

52523 *Adult education as supplement to high school curriculum; criteria*

56026 *Individuals with exceptional needs*

58500-58512 *Alternative schools and programs of choice*

FAMILY CODE

6550-6552 *Authorization affidavits*

CODE OF REGULATIONS, TITLE 5

11700-11703 *Independent study*

UNITED STATES CODE, TITLE 20

6301 *Highly qualified teachers*

6311 *State plans*

COURT DECISIONS

Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

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Conducting Individualized Determinations of Need, 2021

Legal Requirements for Independent Study, 2021

Elements of Exemplary Independent Study

California Digital Learning Integration and Standards Guidance, April 2021

EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting

WEB SITES

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

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

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

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION

The Governing Board ~~Policy Manual~~
~~Alameda Unified School District~~

~~Policy 6164.4: Identification And Evaluation Of Individuals For Status: Special Education~~ **ADOPTED**

~~Original Adopted Date: 08/25/2009 | Last Revised Date: 01/25/2011 | Last Reviewed Date: 01/25/2011~~

~~The Board of Education~~ recognizes the need to actively seek out and evaluate district residents from birth to age 21 who have disabilities in order to provide them with appropriate educational opportunities in accordance with state and federal law.

(cf. 0430 - Comprehensive Local Plan for Special Education)

(cf. 6164.41 - Children with Disabilities Enrolled by Their Parents in Private School)

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

The Superintendent or designee shall establish a comprehensive child find system that includes procedures for the identification, screening, referral, ~~and regular assessment~~, and triennial assessment of individuals eligible for special education, as well as procedures for the planning, implementation, and review of the special education and related services provided to such individuals. (Education Code 56301)

The district's identification procedures shall include systematic methods for utilizing referrals from parents/guardians, teachers, agencies, appropriate professionals, and ~~others~~ other members of the public, and shall be coordinated with school site procedures for referral of students whose needs cannot be met with modifications to the regular instructional program. (Education Code 56302)

The Superintendent or designee shall notify parents/guardians, in writing, of their rights related to identification, referral, assessment, instructional planning, implementation, and review, including the right to consent to any assessment concerning their child. In addition, the Superintendent or designee shall notify parents/guardians of procedures for initiating a referral for assessment to identify individuals ~~who need for~~ special education services. (Education Code 56301)

~~Policy~~ *(cf. 3541.2 - Transportation for Students with Disabilities)*

(cf. 4112.23 - Special Education Staff)

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

(cf. 5145.6 - Parental Notifications)

(cf. 6159 - Individualized Education Program)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

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

(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)

(cf. 6162.51 - State Academic Achievement Tests)

Legal Reference-Disclaimer: (see next page)

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

State

~~5 CCR 3021-3029~~
~~5 CCR 3030-3031~~
~~Ed. Code 44265.5~~
~~Ed. Code 56000-56885~~
~~Ed. Code 56195.8~~
~~Ed. Code 56300-56304~~
~~Ed. Code 56320-56331~~
~~Ed. Code 56333-56338~~
~~Ed. Code 56340-56347~~
~~Ed. Code 56381~~
~~Ed. Code 56425-56432~~
~~Ed. Code 56441.11~~
~~Ed. Code 56445~~
~~Ed. Code 56500-56509~~
~~Gov. Code 95000-95029.5~~

Federal

~~20 USC 1232g~~
~~20 USC 1412~~
~~20 USC 1415~~
~~34 CFR 104.35~~
~~34 CFR 104.36~~
~~34 CFR 300.1-300.818~~
~~34 CFR 300.301-300.306~~

Management Resources

~~Court Decision~~

~~Federal Register~~

~~Website~~

~~Website~~

Description

~~Identification, referral and assessment~~
~~Eligibility criteria~~
~~Professional preparation for teachers of impaired students~~
~~Special education programs~~
~~Adoption of policies~~
~~Identification of individuals with disabilities~~
~~Assessment~~
~~Eligibility for specific learning disabilities~~
~~Individualized education program teams~~
~~Reassessment of students~~
~~Early education for individuals with disabilities~~
~~Eligibility criteria, children ages 3-5~~
~~Transition to grade school; reassessment~~
~~Procedural safeguards~~
~~California Early Intervention Services Act~~

Description

~~Family Educational Rights and Privacy Act (FERPA) of 1974~~
~~State eligibility~~
~~Procedural safeguards~~
~~Evaluation and placement~~
~~Procedural safeguards~~
~~Individuals with Disabilities Education Act~~
~~Evaluations and reevaluations~~

Description

~~Hood v. Encinitas Union School District, (2007) 486 F.3d 1099~~

~~Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845~~

~~California Department of Education, Special Education~~

~~U.S. Department of Education, Office of Special Education Programs~~

Cross-References

Code

~~0410~~
~~0430~~
~~0430~~
~~0460~~
~~0460~~
~~1312.3~~
~~1312.3~~
~~1312.3-E(1)~~
~~3541.2~~

Description

~~Nondiscrimination In District Programs And Activities~~
~~Comprehensive Local Plan For Special Education~~
~~Comprehensive Local Plan For Special Education~~
~~Local Control And Accountability Plan~~
~~Local Control And Accountability Plan~~
~~Uniform Complaint Procedures~~
~~Uniform Complaint Procedures~~
~~Uniform Complaint Procedures~~
~~Transportation For Students With Disabilities~~

3541.2	<u>Transportation For Students With Disabilities</u>
3552	<u>Summer Meal Program</u>
4112.23	<u>Special Education Staff</u>
5144.2	<u>Suspension And Expulsion/Due Process (Students With Disabilities)</u>
5145.6	<u>Parental Notifications</u>
5145.6 E(1)	<u>Parental Notifications</u>
5148.3	<u>Preschool/Early Childhood Education</u>
5148.3	<u>Preschool/Early Childhood Education</u>
6146.4	<u>Differential Graduation And Competency Standards For Students With Disabilities</u>
6159	<u>Individualized Education Program</u>
6159	<u>Individualized Education Program</u>
6159.1	<u>Procedural Safeguards And Complaints For Special Education</u>
6159.1	<u>Procedural Safeguards And Complaints For Special Education</u>
6159.2	<u>Nonpublic, Nonsectarian School And Agency Services For Special Education</u>
6159.2	<u>Nonpublic, Nonsectarian School And Agency Services For Special Education</u>
6159.3	<u>Appointment Of Surrogate Parent For Special Education Students</u>
6159.3	<u>Appointment Of Surrogate Parent For Special Education Students</u>
6162.5	<u>Student Assessment</u>
6162.51	<u>State Academic Achievement Tests</u>
6162.51	<u>State Academic Achievement Tests</u>
6163.2	<u>Animals At School</u>
6163.2	<u>Animals At School</u>
6164.41	<u>Children With Disabilities Enrolled By Their Parents In Private School</u>
6164.41	<u>Children With Disabilities Enrolled By Their Parents In Private School</u>
6164.6	<u>Identification And Education Under Section 504</u>
6164.6	<u>Identification And Education Under Section 504</u>
6173.1	<u>Education For Foster Youth</u>
6173.1	<u>Education For Foster Youth</u>
6173.2	<u>Education Of Children Of Military Families</u>
6183	<u>Home And Hospital Instruction</u>

BP 6164.4(b)

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

Legal Reference:

EDUCATION CODE

44265.5 Professional preparation for teachers of impaired students

56000-56885 Special education programs, especially:

56043 Timelines affecting special education programs

56195.8 Adoption of policies

56300-56305 Identification of individuals with disabilities

56320-56330 Assessment

56333-56338 Eligibility criteria for specific learning disabilities

56340-56347 Instructional planning and individualized education program

56381 Reassessment of students

56425-56432 Early education for individuals with disabilities

56441.11 Eligibility criteria, children ages 3-5

56445 Transition to grade school; reassessment

56500-56509 Procedural safeguards

GOVERNMENT CODE

95000-95029.5 California Early Intervention Services Act

CODE OF REGULATIONS, TITLE 5

3021-3029 Identification, referral and assessment

3030-3031 Eligibility criteria

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act of 1974

1400-1482 Individuals with Disabilities Education Act, especially:

1412 State eligibility

1415 Procedural safeguards

CODE OF FEDERAL REGULATIONS, TITLE 34

104.35 Evaluation and placement

104.36 Procedural safeguards

300.1-300.818 Individuals with Disabilities Education Act, especially:

300.301-300.306 Evaluations and reevaluations

300.323 When IEPs must be in effect

300.502 Independent educational evaluation

FEDERAL REGISTER

Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

COURT DECISIONS

Timothy O. v. Paso Robles Unified School District (9th Cir. 2016) 822 F.3d 1105

M.M. v. Lafayette School District (9th Cir. 2014) 767 F.3d 842

Compton Unified School District v. Addison, (9th Cir. 2010) 598 F.3d 1181

N.B. and C.B v. Hellgate Elementary School District (9th Cir. 2008) 541 F.3d 1202

Hood v. Encinitas Union School District (2007) 486 F.3d 1099

Management Resources: (see next page)

BP 6164.4(c)

**IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL
EDUCATION (continued)**

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Practitioners' Guide for Educating English Learners with Disabilities, 2019

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021

Long COVID under Section 504 and the IDEA: A Resource to Support Children, Students, Educators, Schools, Service Providers, and Families, July 2021

A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011

WEB SITES

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

U.S. Department of Education, Office of Special Education Programs:

<http://www.ed.gov/about/offices/list/osep/osep>

Policy
adopted:

CSBA POLICY MANUAL UPDATE
September 2021

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION

The Governing Board recognizes the need to actively seek out and evaluate district residents from birth to age 21 who have disabilities in order to provide them with appropriate educational opportunities in accordance with state and federal law.

(cf. 0430 - Comprehensive Local Plan for Special Education)

(cf. 6164.41 - Children with Disabilities Enrolled by Their Parents in Private School)

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

The Superintendent or designee shall establish a comprehensive child find system that includes procedures for the identification, screening, referral, assessment, and triennial assessment of individuals eligible for special education, as well as procedures for the planning, implementation, and review of the special education and related services provided to such individuals. (Education Code 56301)

The district's identification procedures shall include systematic methods for utilizing referrals from parents/guardians, teachers, agencies, appropriate professionals, and other members of the public, and shall be coordinated with school site procedures for referral of students whose needs cannot be met with modifications to the regular instructional program. (Education Code 56302)

The Superintendent or designee shall notify parents/guardians, in writing, of their rights related to identification, referral, assessment, instructional planning, implementation, and review, including the right to consent to any assessment concerning their child. In addition, the Superintendent or designee shall notify parents/guardians of procedures for initiating a referral for assessment to identify individuals for special education services. (Education Code 56301)

(cf. 3541.2 - Transportation for Students with Disabilities)

(cf. 4112.23 - Special Education Staff)

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

(cf. 5145.6 - Parental Notifications)

(cf. 6159 - Individualized Education Program)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

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

(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)

(cf. 6162.51 - State Academic Achievement Tests)

Legal Reference:

EDUCATION CODE

44265.5 Professional preparation for teachers of impaired students

56000-56885 Special education programs, especially:

56043 Timelines affecting special education programs

56195.8 Adoption of policies

56300-56305 Identification of individuals with disabilities

56320-56330 Assessment

56333-56338 Eligibility criteria for specific learning disabilities

56340-56347 Instructional planning and individualized education program

56381 *Reassessment of students*
 56425-56432 *Early education for individuals with disabilities*
 56441.11 *Eligibility criteria, children ages 3-5*
 56445 *Transition to grade school; reassessment*
 56500-56509 *Procedural safeguards*
GOVERNMENT CODE
 95000-95029.5 *California Early Intervention Services Act*
CODE OF REGULATIONS, TITLE 5
 3021-3029 *Identification, referral and assessment*
 3030-3031 *Eligibility criteria*
UNITED STATES CODE, TITLE 20
 1232g *Family Educational Rights and Privacy Act of 1974*
 1400-1482 *Individuals with Disabilities Education Act, especially:*
 1412 *State eligibility*
 1415 *Procedural safeguards*
CODE OF FEDERAL REGULATIONS, TITLE 34
 104.35 *Evaluation and placement*
 104.36 *Procedural safeguards*
 300.1-300.818 *Individuals with Disabilities Education Act, especially:*
 300.301-300.306 *Evaluations and reevaluations*
 300.323 *When IEPs must be in effect*
 300.502 *Independent educational evaluation*
FEDERAL REGISTER
Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845
COURT DECISIONS
Timothy O. v. Paso Robles Unified School District (9th Cir. 2016) 822 F.3d 1105
M.M. v. Lafayette School District (9th Cir. 2014) 767 F.3d 842
Compton Unified School District v. Addison, (9th Cir. 2010) 598 F.3d 1181
N.B. and C.B. v. Hellgate Elementary School District (9th Cir. 2008) 541 F.3d 1202
Hood v. Encinitas Union School District (2007) 486 F.3d 1099

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
California Practitioners' Guide for Educating English Learners with Disabilities, 2019
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021
Long COVID under Section 504 and the IDEA: A Resource to Support Children, Students, Educators, Schools, Service Providers, and Families, July 2021
A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011
WEB SITES
California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>
U.S. Department of Education, Office of Special Education Programs: <http://www.ed.gov/about/offices/list/osep>

Policy ALAMEDA UNIFIED SCHOOL DISTRICT
 adopted: August 25, 2009 Alameda, California
 revised: January 25, 2011
 revised:

CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOL

The Governing Board **Policy Manual**
Alameda Unified School District

Policy 6164.41: Children With Disabilities Enrolled By Their Parents Status:
In Private School **ADOPTED**

Original Adopted Date: 08/25/2009

~~The Board of Education~~ recognizes its obligations under state and federal ~~and state law~~ to locate, identify, evaluate, and provide equitable services to children voluntarily enrolled by their parents/guardians in private schools located within the district.

(cf. 0430 - Comprehensive Local Plan for Special Education)

The Superintendent or designee shall ensure that activities to locate, identify, and evaluate children with disabilities enrolled by their parents/guardians in private schools within the district are comparable to activities undertaken for individuals with disabilities aged three to 22 in public schools within the district. ~~(34 CFR 300.131; (~~Education Code 56171; 34 CFR 300.131)

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

The Superintendent or designee shall develop a budget for the provision of services to children with disabilities enrolled by their parents/guardians in private school based on the proportionate share of federal funds received and the number of eligible children, including the possibility of mid-year enrollees, and the types of services to be provided.

Policy

Legal Reference-Disclaimer:

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

State

~~Ed. Code 56000
Ed. Code 56020-56035
Ed. Code 56170-56177
Ed. Code 56195.8
Ed. Code 56300-56385
Ed. Code 56500-56509
Ed. Code 56600-56606~~

Federal

~~20 USC 1232g
20 USC 1400-1482
29 USC 794~~

Description

~~Special education; legislative findings and declarations
Definitions
Children enrolled in private schools
Adoption of policies
Identification and referral, assessment
Procedural safeguards
Evaluation, audits and information~~

Description

~~Family Educational Rights and Privacy Act (FERPA) of 1974
Individuals with Disabilities Education Act
Rehabilitation Act of 1973, Section 504~~

34 CFR 300.1-300.818	Assistance to states for the education of students with disabilities
34 CFR 300.130-300.140	Children with disabilities enrolled by their parents in private schools
Management Resources	Description
Court Decision	Agostini v. Felton, (1997) 521 U.S. 203, 117 S.Ct. 1997
Federal Register	Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845
U.S. Department of Education	Questions and Answers on Serving Children with Disabilities Placed by Their Parents at Private Schools, March 2006
Publication	California Department of Education, Special Education
Website	U.S. Department of Education, Office of Special Education
Website	<u>Programs</u>

Cross References

Code	Description
0430	<u>Comprehensive Local Plan For Special Education</u>
0430	<u>Comprehensive Local Plan For Special Education</u>
6159	<u>Individualized Education Program</u>
6159	<u>Individualized Education Program</u>
6159.1	<u>Procedural Safeguards And Complaints For Special Education</u>
6159.1	<u>Procedural Safeguards And Complaints For Special Education</u>
6164.4	<u>Identification And Evaluation Of Individuals For Special Education</u>
6164.4	<u>Identification And Evaluation Of Individuals For Special Education</u>

EDUCATION CODE

56000 Education for individuals with exceptional needs

56020-56035 Definitions

56170-56177 Children in private schools

56195.8 Adoption of policies for programs and services

56300-56385 Identification and referral, assessment

56500-56509 Procedural safeguards, including due process rights

56600-56606 Evaluation, audits and information

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1400-1482 Individuals with Disabilities Education Act, especially:

1412 State eligibility

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act

CODE OF FEDERAL REGULATIONS, TITLE 34

300.1-300.818 Assistance to states for the education of students with disabilities, especially:

300.130-300.144 Children with disabilities enrolled by their parents in private schools

FEDERAL REGISTER

Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

COURT DECISIONS

Agostini v. Felton (1997) 521 U.S. 203

Management Resources: (see next page)

**CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN
PRIVATE SCHOOL (continued)**

Management Resources:

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021

Long COVID under Section 504 and the IDEA: A Resource to Support Children, Students, Educators, Schools, Service Providers, and Families, July 2021

A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011

Questions and Answers on Serving Children with Disabilities Placed by Their Parents in Private Schools, April 2011

WEB SITES

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

U.S. Department of Education, Office of Special Education and Rehabilitative Services: <http://www.ed.gov/about/offices/list/osers>

CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOL

The Governing Board recognizes its obligations under state and federal to locate, identify, evaluate, and provide equitable services to children voluntarily enrolled by their parents/guardians in private schools located within the district.

(cf. 0430 - Comprehensive Local Plan for Special Education)

The Superintendent or designee shall ensure that activities to locate, identify, and evaluate children with disabilities enrolled by their parents/guardians in private schools within the district are comparable to activities undertaken for individuals with disabilities aged three to 22 in public schools within the district. (Education Code 56171; 34 CFR 300.131)

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

The Superintendent or designee shall develop a budget for the provision of services to children with disabilities enrolled by their parents/guardians in private school based on the proportionate share of federal funds received and the number of eligible children, including the possibility of mid-year enrollees, and the types of services to be provided.

Legal Reference:

EDUCATION CODE

56000 Education for individuals with exceptional needs

56020-56035 Definitions

56170-56177 Children in private schools

56195.8 Adoption of policies for programs and services

56300-56385 Identification and referral, assessment

56500-56509 Procedural safeguards, including due process rights

56600-56606 Evaluation, audits and information

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1400-1482 Individuals with Disabilities Education Act, especially:

1412 State eligibility

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act

CODE OF FEDERAL REGULATIONS, TITLE 34

300.1-300.818 Assistance to states for the education of students with disabilities, especially:

300.130-300.144 Children with disabilities enrolled by their parents in private schools

FEDERAL REGISTER

Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

COURT DECISIONS

Agostini v. Felton (1997) 521 U.S. 203

Management Resources:

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021

Long COVID under Section 504 and the IDEA: A Resource to Support Children, Students, Educators, Schools, Service Providers, and Families, July 2021

A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011

Questions and Answers on Serving Children with Disabilities Placed by Their Parents in Private Schools, April 2011

WEB SITES

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

U.S. Department of Education, Office of Special Education and Rehabilitative Services:
<http://www.ed.gov/about/offices/list/osers>

Policy ALAMEDA UNIFIED SCHOOL DISTRICT
adopted: August 25, 2009 Alameda, California
revised:

STUDENT SUCCESS TEAMS

The SST is an early intervention process that brings together parents/guardians, certificated and classified staff, administrators, and/or the student, as appropriate, to identify student needs and develop an improvement plan to address those needs.

The Governing Board **Policy Manual**
Alameda Unified School District

Policy 6164.5: Student Success Teams

Status:
ADOPTED

Original Adopted Date: 08/25/2009 | **Last Revised Date:** 05/11/2021 | **Last Reviewed Date:** 05/11/2021

~~The Board of Education~~ encourages the collaboration of parents/guardians, ~~teachers, resource personnel~~ certificated and classified staff, administrators and students, and/or the student, as appropriate, in evaluating the strengths and needs of students having academic, attendance, social, emotional, or behavioral difficulties and in identifying strategies and programs that may assist ~~thesuch~~ students in maximizing their potential. The Superintendent or designee shall establish student study success teams (SST) as needed to address individual ~~students'~~ student needs.

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5147 - Dropout Prevention)

(cf. 6159 - Individualized Education Program)

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

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

The Superintendent or designee shall establish and maintain a process for initiating ~~referrals~~ the referral of students to ~~the student study team~~ SSTs, which may include referral by district staff, parents/guardians, and/or agency representatives. The Superintendent or designee may also establish and maintain a process for responding to SST referrals, which may include a determination by the district as to whether an SST

~~Each student study team~~ shall be convened for an individual student.

Each SST may collect and analyze relevant student data, as appropriate. The SST may also review the student's educational history, work samples, strengths and areas for growth, and identify available resources and strategies.

(cf. 5022 - Student and Family Privacy Rights)

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

(cf. 5125 - Student Records)

(cf. 5141.6 - School Health Services)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6164.2 - Guidance/Counseling Services)

Each SST shall develop a plan to support the student which incorporates intervention strategies ~~to assist the student.~~ Such strategies may include changes in program placement or instructional

methods, recommendation of supplemental educational services, parent involvement strategies, social, emotional and/or behavioral interventions, discipline, referrals to other agencies or resources, and/or other appropriate interventions.

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

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 5141.3 - Health Examinations)

(cf. 5141.5 - Mental Health)

(cf. 5144 - Discipline)

BP 6164.5(b)

STUDENT SUCCESS TEAMS (continued)

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

(cf. 6020 - Parent Involvement)

(cf. 6120 - Response to Instruction and Intervention)

(cf. 6158 - Independent Study)

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

(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. 6173.2 - Education of Children of Military Families)

(cf. 6174 - Education for English Learners)

(cf. 6175 - Migrant Education Program)

(cf. 6176 - Weekend/Saturday Classes)

(cf. 6177 - Summer Learning Programs)

(cf. 6178 - Career Technical Education)

(cf. 6178.1 - Work-Based Learning)

(cf. 6179 - Supplemental Instruction)

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

(cf. 6183 - Home and Hospital Instruction)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

The ~~student study team~~**SST** shall monitor the student's progress, evaluate the extent to which the recommended strategies have been implemented, make adjustments to the plan, and develop additional interventions as needed.

Policy Reference Disclaimer:

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

State

Ed. Code 48260-48273

Ed. Code 48400-48454

Ed. Code 49600-49604

Ed. Code 51745-51749.3

Ed. Code 54400-54425

Ed. Code 54440-54445

Ed. Code 8800-8807

Description

Truants

Compulsory continuation education

Educational counseling

Independent study

Programs for disadvantaged children

Migrant children

Healthy Start support services for children

W&I Code 18986.40-18986.46	Interagency children's services
W&I Code 4343-4352.5	Primary interventions program, mental health
Management Resources	Description
California Department of Education Publication	SB-65 School-Based Pupil Motivation and Maintenance Program Guidelines (2000-01 Edition), 2000
California Department of Education Publication	Student Success Teams: Supporting Teachers in General Education, 1997
California Dropout Prevention Network Publication	SST: Student Success Teams, 2000
Website	California Dropout Prevention Network
Website	National Dropout Prevention Center
Website	California Department of Education

Cross References

Code	Description
0415	Equity
1400	Relations Between Other Governmental Agencies And The Schools
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5141.3	Health Examinations
5141.3	Health Examinations
5141.6	School Health Services
5141.6	School Health Services
5144	Discipline
5144	Discipline
5146	Married/Pregnant/Parenting Students
5146	Married/Pregnant/Parenting Students
5147	Dropout Prevention
6000	Concepts And Roles
6020	Parent Involvement
6020	Parent Involvement
6158	Independent Study
6158	Independent Study
6159	Individualized Education Program
6159	Individualized Education Program
6159.4	Behavioral Interventions For Special Education Students
6164.2	Guidance/Counseling Services
6164.2	Guidance/Counseling Services
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6171	Title I Programs
6171	Title I Programs
6174	Education For English Learners
6174	Education For English Learners
6174-E(1)	Education For English Learners
6175	Migrant Education Program

6175	<u>Migrant Education Program</u>
6176	<u>Weekend/Saturday Classes</u>
6176	<u>Weekend/Saturday Classes</u>
6177	<u>Summer Learning Programs</u>
6178	<u>Career Technical Education</u>
6178	<u>Career Technical Education</u>
6178.1	<u>Work-Based Learning</u>
6178.1	<u>Work-Based Learning</u>
6179	<u>Supplemental Instruction</u>
6179	<u>Supplemental Instruction</u>
6181	<u>Alternative Schools/Programs Of Choice</u>
6181	<u>Alternative Schools/Programs Of Choice</u>
6183	<u>Home And Hospital Instruction</u>
6184	<u>Continuation Education</u>
6184	<u>Continuation Education</u>
6185	<u>Community Day School</u>
6185	<u>Community Day School</u>

The SST process shall not delay or deny a referral for evaluation for eligibility for special education, as may be required under state or federal law.

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

The Superintendent or designee may integrate SSTs into the district's multi-tiered system of support, including identification of students who need additional support, the level(s) of support, appropriate interventions, monitoring of progress, and whether the goal of intervention has been met.

(cf. 0460 - Local Control and Accountability Plan)

To strengthen the effectiveness of SSTs, the Superintendent or designee may provide staff development in the identification of students who may need additional support, implementation of measurable and targeted interventions, and monitoring of progress and goal attainment.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

Legal Reference: (see next page)

BP 6164.5(c)

STUDENT SUCCESS TEAMS (continued)

Legal Reference:

EDUCATION CODE

8800-8807 Healthy Start support services for children

48260-48273 Truancy

48400-48454 Continuation education

49600-49604 Educational counseling
51745-51749.6 Independent study programs
52060-52077 Local control and accountability plan
54400-54425 Programs for disadvantaged children
54440-54445 Migrant children
56300-56305 Identification and referral
WELFARE AND INSTITUTIONS CODE
4343-4352.5 Primary interventions program, mental health
18986.40-18986.46 Interagency children's services

Management Resources:

CSBA PUBLICATIONS

Best Practices in Special Education, Governance Brief, May 2019

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021

A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011

WEB SITES

California Department of Education, multi-tiered systems of support: <http://www.cde.ca.gov/ci/cr/ri>

National Dropout Prevention Center: <http://www.dropoutprevention.org>

U.S. Department of Education, Office of Special Education Programs:

<https://www2.ed.gov/about/offices/list/osep/>

Policy
adopted:

CSBA POLICY MANUAL UPDATE
September 2021

STUDENT SUCCESS TEAMS

The SST is an early intervention process that brings together parents/guardians, certificated and classified staff, administrators, and/or the student, as appropriate, to identify student needs and develop an improvement plan to address those needs.

The Governing Board encourages the collaboration of parents/guardians, certificated and classified staff, administrators, and/or the student, as appropriate, in evaluating the strengths and needs of students having academic, attendance, social, emotional, or behavioral difficulties and in identifying strategies and programs that may assist such students in maximizing their potential. The Superintendent or designee shall establish student success teams (SST) as needed to address individual student needs.

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5147 - Dropout Prevention)

(cf. 6159 - Individualized Education Program)

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

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

The Superintendent or designee shall establish and maintain a process for initiating the referral of students to SSTs, which may include referral by district staff, parents/guardians, and/or agency representatives. The Superintendent or designee may also establish and maintain a process for responding to SST referrals, which may include a determination by the district as to whether an SST shall be convened for an individual student.

Each SST may collect and analyze relevant student data, as appropriate. The SST may also review the student's educational history, work samples, strengths and areas for growth, and identify available resources and strategies.

(cf. 5022 - Student and Family Privacy Rights)

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

(cf. 5125 - Student Records)

(cf. 5141.6 - School Health Services)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6164.2 - Guidance/Counseling Services)

Each SST shall develop a plan to support the student which incorporates intervention strategies. Such strategies may include changes in program placement or instructional methods, recommendation of supplemental educational services, parent involvement strategies, social, emotional and/or behavioral interventions, discipline, referrals to other agencies or resources, and/or other appropriate interventions.

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

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 5141.3 - Health Examinations)

(cf. 5141.5 - Mental Health)

(cf. 5144 - Discipline)

(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6020 - Parent Involvement)
(cf. 6120 - Response to Instruction and Intervention)
(cf. 6158 - Independent Study)
(cf. 6159.4 - Behavioral Interventions for Special Education Students)
(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. 6173.2 - Education of Children of Military Families)
(cf. 6174 - Education for English Learners)
(cf. 6175 - Migrant Education Program)
(cf. 6176 - Weekend/Saturday Classes)
(cf. 6177 - Summer Learning Programs)
(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)
(cf. 6179 - Supplemental Instruction)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6183 - Home and Hospital Instruction)
(cf. 6184 - Continuation Education)
(cf. 6185 - Community Day School)

The SST shall monitor the student's progress, evaluate the extent to which the recommended strategies have been implemented, make adjustments to the plan, and develop additional interventions as needed.

The SST process shall not delay or deny a referral for evaluation for eligibility for special education, as may be required under state or federal law.

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

The Superintendent or designee may integrate SSTs into the district's multi-tiered system of support, including identification of students who need additional support, the level(s) of support, appropriate interventions, monitoring of progress, and whether the goal of intervention has been met.

(cf. 0460 - Local Control and Accountability Plan)

To strengthen the effectiveness of SSTs, the Superintendent or designee may provide staff development in the identification of students who may need additional support, implementation of measurable and targeted interventions, and monitoring of progress and goal attainment.

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

Legal Reference:

EDUCATION CODE

8800-8807 Healthy Start support services for children

48260-48273 Truancy

48400-48454 Continuation education

49600-49604 Educational counseling

51745-51749.6 *Independent study programs*
52060-52077 *Local control and accountability plan*
54400-54425 *Programs for disadvantaged children*
54440-54445 *Migrant children*
56300-56305 *Identification and referral*
WELFARE AND INSTITUTIONS CODE
4343-4352.5 *Primary interventions program, mental health*
18986.40-18986.46 *Interagency children's services*

Management Resources:

CSBA PUBLICATIONS

Best Practices in Special Education, Governance Brief, May 2019

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

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Policy ALAMDA UNIFIED SCHOOL DISTRICT

adopted: August 25, 2009

revised: May 11, 2021

revised:

Instruction

CSBA Sample Manual CSBA Policy Management Console

Policy 6173: Education For Homeless Children

Status: ADOPTED

Original Adopted Date: 07/01/2005 | Last Revised Date: 10/01/2016 | Last Reviewed Date: 10/01/2016

The Governing Board ~~must~~**desires to** ensure that homeless students have access to the same free and appropriate public education provided to other students within the district. The district shall provide homeless students with access to education and other services necessary for them to meet the same challenging academic standards as other students.

~~Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way.~~

The Superintendent or designee shall ~~ensure that placement decisions for~~ identify and remove any barriers to the identification and enrollment of homeless students and to the retention of homeless students ~~are based on the student's best interest as defined in law and administrative regulation due to absences or outstanding fees or fines. (42 USC 11432)~~

When there are at least 15 homeless students in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (~~California~~ Education Code ~~[EC] sections~~ 52052, 52060)

The Superintendent or designee shall designate an appropriate staff person to serve as a liaison for homeless children and youths. The district liaison shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting homeless students to succeed in school.

In order to identify district students who are homeless, the Superintendent or designee may give a housing questionnaire to all parents/guardians during school registration, make referral forms readily available, include the district liaison's contact information on the district and school web sites, provide materials in a language easily understood by families and students, provide school staff with professional development on the definition and signs of homelessness, and contact appropriate local agencies to coordinate referrals for homeless children and youth and unaccompanied youth.

Information about a homeless student's living situation shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act and shall not be deemed to be directory information as defined in 20 USC 1232g. (42 USC 11432)

The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

Each homeless student shall be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (42 USC 11432)

Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. However, the Superintendent or designee may separate homeless students on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary,

special, and supplementary services to meet the unique needs of homeless students. (42 USC 11432, 11433)

The Superintendent or designee shall coordinate with other agencies and entities to ensure that homeless children and youth are promptly identified, ensure that homeless students have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to homeless children and youth, and, if applicable, transitional housing facilities. In addition, the Superintendent or designee shall coordinate transportation, transfer of school records, and other interdistrict activities with other local educational agencies. As necessary, the Superintendent or designee shall coordinate, within

the district and with other involved local educational agencies, services for homeless students and services for students with disabilities. (42 USC 11432)

District liaisons and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of homeless students and to provide training on the definitions of terms related to homelessness. (42 USC 11432)

At least annually, the Superintendent or designee shall report to the Board on outcomes for homeless students, which may include, but are not limited to, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates, and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, the district shall revise its strategies as needed to better support the education of homeless students.

Policy 6173: Education For Homeless Children

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Policy ALAMEDA UNIFIED SCHOOL DISTRICT

Adopted: September 13, 2005 Alameda, California

Revised: August 25, 2009

Revised:

FACILITIES FINANCING

The Governing Board recognizes its responsibility to identify the most cost-efficient and effective method of financing when purchasing or modifying district facilities. Financing—

◀ Previous | Next ▶

~~When~~ may be necessary when it is determined that school facilities must be built or expanded to accommodate an increased or projected increased enrollment, ~~the Board of Education shall consider appropriate methods of financing for the purchase of school sites and the construction of buildings. In addition, financing may be needed~~ or when safety considerations and educational program improvements require the replacement, reconstruction, or modernization of existing facilities.

The Superintendent or designee shall research funding alternatives and recommend to the Board the method of funding that ~~would~~will best serve district needs as identified in the district's master plan for school facilities.

~~These funding~~

(cf. 7110 - Facilities Master Plan)

Funding alternatives may include, but are not be limited to:

- 1.- Levying developer fees pursuant to Education Code ~~17620~~ 17620 and Government Code ~~65995-65998~~ 65995-65998

(cf. 7211- Developer Fees)

- 2.- Forming a community facilities district pursuant to Government Code ~~53311-53368.3~~, 53311-53368.3, the Mello-Roos Community Facilities Act

(cf. 7212 - Mello-Roos Districts)

- 3.- Forming a school facilities improvement district pursuant to Education Code ~~15300-15425~~ 15300-15425

(cf. 7213 - School Facilities Improvement Districts)

- 4.- Issuing voter-approved general obligation bonds

(cf. 7214 - General Obligation Bonds)

- 5.- Imposing a ~~qualified~~ parcel tax pursuant to Government Code ~~50079~~ 50079

(cf. 3471 - Parcel Taxes)

- 6.- Using lease revenues for capital outlay purposes from surplus school property

(cf. 3280 - Sale or Lease of District-Owned Real Property)

7. Applying for state facilities funding pursuant to the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30)

BP 7210(b)

FACILITIES FINANCING (continued)

The district shall provide reports, maintain records, and provide for audits of the expenditure of state facilities funds as required by law and AR 3460 - Financial Reports and Accountability. (Education Code 41024)

(cf. 3460 - Financial Reports and Accountability)

As applicable, the district shall comply with BP 3470 - Debt Issuance and Management.

(cf. 3470 - Debt Issuance and Management)

Legal Reference: (see next page)

~~65864-65867 Development agreements~~

~~65970-65980.1-65864-65869.5 Development agreements~~

~~65970-65981 School facilities development project~~

~~65995-65998-65995-65998 Payment of fees against a development project~~

~~66000-66008 Fees for development projects~~

~~66016-66018.5 Development project fees~~

~~66020-66025 Protests and audits~~

~~66000-66008 Fees for development projects~~

~~66016-66019 Development project fees~~

~~66020-66025 Protests and audits~~

~~HEALTH AND SAFETY CODE~~

~~33445.5-33445.5 Overcrowding of schools resulting from redevelopment~~

~~33446-33446 School construction by redevelopment agency~~

~~CALIFORNIA CONSTITUTION~~

~~Article 13D, Sections 1-6 Assessment and property related fee reform~~

~~UNCODIFIED STATUTES~~

~~17696-17696.98 Greene-Hughes School Building Lease-Purchase Bond Law of 1986~~

~~CODE OF REGULATIONS, TITLE 2~~

~~1859-1859.106 School facility program~~

~~1859-1859.199 School facility program~~

~~COURT DECISIONS~~

~~*Ehrlich v. City of Culver City* (1996) 12 Cal.4th 854~~

~~*Loyola Marymount University v. Los Angeles Unified School District* (1996) 45 Cal.App.4th 1256~~

~~*Ehrlich v. City of Culver City* (1996) 12 Cal.4th 854~~

~~*Dolan v. City of Tigard* (1994) 114 S.Ct. 2309~~

~~*Canyon North Co. v. Conejo Valley Unified School District* (1993) 19 Cal.App.4th 243, 23 Cal.Rptr.2d 495~~

~~*Garlic Development Co. v. Hayward Unified School District* (1992) 3 Cal.App.4th 320, 4 Cal.Rptr.2d 897~~

~~*Nollan v. California Coastal Commission* (1987) 107 S.Ct. 3141~~

~~Legal Reference continued: (see next page)~~

BP 7210(d)

FACILITIES FINANCING (continued)

Legal Reference: (continued)

ATTORNEY GENERAL OPINIONS

79 Ops.Cal.Atty.Gen. 149 (1996)

FACILITIES FINANCING (continued)

Legal Reference:

EDUCATION CODE

~~15100-17059.2~~ School bonds, especially:

~~15122.5-15100-17199.6~~ School bonds, especially:

~~15122.5~~ Ballot statement

~~15300-15327-15300-15327~~ School facilities improvement districts

~~17000-17059.2-17000-17059.2~~ State School Building Lease-Purchase Law of 1976

~~17060-17066-17060-17066~~ Joint venture school facilities construction projects

~~17070.10-17076.10-17070.10-17079.30~~ Leroy F. Greene School Facilities Act of 1998

~~17085-17095-17085-17096~~ State Relocatable Classroom Law of 1979

~~17582-17582~~ District deferred maintenance fund

~~17620-17626-17620-17626~~ Levies against development projects by school districts, especially:

~~17621-17621~~ Procedures for levying fees

~~41024~~ Accounting system and audits

GOVERNMENT CODE

~~6061~~ One time notice

~~6066-6061~~ Manner of notice as prescribed in designated section

~~6066~~ Two weeks' notice

~~50075-50077~~ Voter-approved special taxes

~~50079-8855~~ Debt issuance and management

~~50075-50077.5~~ Voter-approved special taxes

~~50079~~ School districts; qualified special taxes

~~53175-53187-53175-53187~~ Integrated Financing District Act

~~53311-53368.3-53311-53368.3~~ Mello-Roos Community Facilities Act of 1982

~~53753-53753~~ Assessment notice and hearing requirements

~~53753.5~~ Exemptions

~~54954.1~~ Mailed notice to property owners

~~54954.6-53753.5~~ Exemptions

~~54954.1~~ Mailing of agenda

~~54954.6~~ New or increased tax or assessment; public meetings and hearings; notice

Management Resources:

WEB SITES

California Department of Education: www.cde.ca.gov

California State Controller: www.sco.ca.gov

Department of General Services, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

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

Policy ~~ALAMEDA UNIFIED SCHOOL DISTRICT~~ CSBA MANUAL MAINTENANCE
SERVICE

adopted: ~~August 25, 2009 Alameda, California~~ March 2021

FACILITIES FINANCING

The Governing Board recognizes its responsibility to identify the most cost-efficient and effective method of financing when purchasing or modifying district facilities. Financing may be necessary when it is determined that school facilities must be built or expanded to accommodate an increased or projected increased enrollment or when safety considerations and educational program improvements require the replacement, reconstruction, or modernization of existing facilities.

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(cf. 7110 - Facilities Master Plan)

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(cf. 7212 - Mello-Roos Districts)

3. Forming a school facilities improvement district pursuant to Education Code 15300-15425

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6. Using lease revenues for capital outlay purposes from surplus school property

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7. Applying for state facilities funding pursuant to the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30)

The district shall provide reports, maintain records, and provide for audits of the expenditure of state facilities funds as required by law and AR 3460 - Financial Reports and Accountability. (Education Code 41024)

(cf. 3460 - Financial Reports and Accountability)

As applicable, the district shall comply with BP 3470 - Debt Issuance and Management.

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17060-17066 Joint venture school facilities construction projects

17070.10-17079.30 Leroy F. Greene School Facilities Act of 1998

17085-17096 State Relocatable Classroom Law of 1979

17582 District deferred maintenance fund

17620-17626 Levies against development projects by school districts, especially:

17621 Procedures for levying fees

41024 Accounting system and audits

GOVERNMENT CODE

6061 Manner of notice as prescribed in designated section

6066 Two weeks' notice

8855 Debt issuance and management

50075-50077.5 Voter-approved special taxes

50079 School districts; qualified special taxes

53175-53187 Integrated Financing District Act

53311-53368.3 Mello-Roos Community Facilities Act of 1982

53753 Assessment notice and hearing requirements

53753.5 Exemptions

54954.1 Mailing of agenda

54954.6 New or increased tax or assessment; public meetings and hearings; notice

65864-65869.5 Development agreements

65970-65981 School facilities development project

65995-65998 Payment of fees against a development project

66000-66008 Fees for development projects

66016-66019 Development project fees

66020-66025 Protests and audits

HEALTH AND SAFETY CODE

33445.5 Overcrowding of schools resulting from redevelopment

33446 School construction by redevelopment agency

CALIFORNIA CONSTITUTION

Article 13D, Sections 1-6 Assessment and property related fee reform

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1859-1859.199 School facility program

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Policy ALAMEDA UNIFIED SCHOOL DISTRICT

adopted: August 25, 2009 Alameda, California

revised:

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Measure I Contracts (Standing Item)

Item Type: Consent

Background: Alameda voters approved Measure I in November 2014, and the Bond Program Project Schedule: Option 5A was approved at the April 14, 2015 board meeting.

As the bond program schedule dictates, there will be various contracts to come before the Board for approval. Contracts may include construction bid contracts, architectural services contract addenda, specialists/consultants agreements, etc. Staff has created a standing board item to approve the bond program contracts to keep the bond program contracts separate from the approval of other contracts.

1. (Fund 21) Amendment No. 1 to Lease-leaseback Agreement between AUSD and Lathrop Construction Associates, Inc. for a Guaranteed Project Cost of \$604,921.00.
2. (Fund 21) Project Addendum no. 211613.7 to Agreement for Architectural Services for Measure I Bond Projects between AUSD and Quattrocchi Kwok Architects, Inc. for an increase of \$266,696.00 and a new total fee of \$2,590,0692.00.
3. (Fund 21) Professional Services Agreement between AUSD and Miller Pacific Engineering Group for a total not to exceed \$12,000.00.
4. (Fund 21) Professional Services Agreement between AUSD and Wallace Kuhl & Associates for a total not to exceed \$13,210.00.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 21 Building – Bond Fund

Fiscal Analysis

Amount (Savings) (Cost): See attached contract(s) for detailed expenditures.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
❑ Lathrop Construction Associates	3/15/2022	Backup Material
❑ QKA	3/15/2022	Backup Material

▣	Miller Pacific Engineering	3/15/2022	Backup Material
▣	Wallace Kuhl & Associates	3/15/2022	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Proclamation: Adult Education Week - April 18-22, 2022

Item Type: Consent

Background: Adult Education Week was introduced in March 2016. This year California proclaims the week of April 18-22, 2022 as Adult Education Week. This period honors the teachers, administrators, classified staff, and students of adult education programs statewide for their efforts, persistence, and accomplishments.

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.| #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.| #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

Description	Upload Date	Type
□ Proclamation: Adult Education Week	3/16/2022	Backup Material

PROCLAMATION
Adult Education Week
April 18-22, 2022

WHEREAS, the week of April 18-22, 2022, is observed as "Adult Education Week," recognizing the unique accomplishments of California adult schools; and

WHEREAS, the Legislature acknowledges that adult schools that are provided by K-12 school districts offer quality programs to meet the ever-changing economic and workforce development and lifelong learning needs of our diverse state; and

WHEREAS, the first recorded adult education class in California was held in the basement of St. Mary's Cathedral in San Francisco in 1856. The class was authorized by the San Francisco Board of Education to teach English to Irish, Italian, and Chinese immigrants. John Swett, who was the first volunteer teacher for the class, later became a Superintendent of Public Instruction; and

WHEREAS, adult schools, which work in collaboration with community centers and libraries, are a primary community resource for the teaching and instruction of adult literacy; and

WHEREAS, adult schools provide a way for adults to complete secondary-education studies and obtain a high school diploma or its equivalent at their own pace and to prepare for and transition to postsecondary education and career training; and

WHEREAS, adult schools provide critical opportunities to bring recent dropouts back to school; and

WHEREAS, adult schools provide instruction to those in the state who need English as a second language and citizenship courses and play a key role in immigrant integration and the path to United States citizenship, which is important for our diverse community during this time of immigration reform; and

WHEREAS, adult schools, which recognize that we must focus on educating parents in order to break the cycle of illiteracy and to support educational equity for all our children, provide programs in family literacy at elementary schools in conjunction with community-based organizations; and

WHEREAS, historically, adult schools have been called on to assist the state as it dealt with significant social, political, and economic issues, such as providing job training programs during the Great Depression and training for skilled and under skilled workers during World War II; and

WHEREAS, adult schools provide short-term career and technical training for adults seeking changes or enhancements in their career pathways; and

WHEREAS, adult schools offer varied and market-based education programs to enhance the lifelong learning opportunities in the state; and

WHEREAS, in 2015, the Legislature and Governor Edmund G. Brown Jr. saved California adult schools from the brink of closure by establishing the Adult Education Block Grant program that is helping to restore access and programming for adult learners with planning and collaboration on a regional scale;

NOW, THEREFORE, BE IT PROCLAIMED, that the Alameda Unified School District Board of Education hereby recognizes the week of April 18-22, 2022 as Adult Education Week.

PASSED AND ADOPTED by the following votes this 22nd day of March 2022.

AYES:_____MEMBERS:_____

NOES:_____MEMBERS:_____

ABSENT:_____MEMBERS:_____

Jennifer Williams, President
Board of Education
Alameda Unified School District
Alameda County, State of California

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Proclamation: Cesar Chavez Day - March 31, 2022

Item Type: Consent

Background: Cesar Chavez was a great leader who fought injustice and created a coalition for civil rights that was unprecedented in this state's history. The Alameda Unified School District Board of Education recognizes March 31, 2022 as Cesar Chavez Day.

AUSD LCAP Goals: 2a. Support all students in becoming college and career ready.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

Description	Upload Date	Type
□ Proclamation: Cesar Chavez Day	3/16/2022	Backup Material

PROCLAMATION

Cesar Chavez Day

March 31, 2022

WHEREAS, California has established an official state holiday to honor Mexican-American labor leader Cesar Chavez, born March 31, 1927; and

WHEREAS, Cesar Chavez was a Latino, farm worker, and labor leader who acted as a community servant and social entrepreneur, as well as a crusader for nonviolent social change and an environmentalist and consumer advocate; and

WHEREAS, Cesar Chavez was a unique and humble leader, a man who was a great humanitarian and communicator and who influenced and inspired millions of Americans to seek social justice and civil rights for the poor and disenfranchised in our society; and

WHEREAS, Cesar Chavez Day recognizes one of the state's great leaders who created a coalition for civil rights that was unprecedented in this state's history;

NOW, THEREFORE, BE IT PROCLAIMED that the Alameda Unified School District Board of Education hereby recognizes March 31st as Cesar Chavez Day.

PASSED AND ADOPTED this 22nd day of March, 2022.

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Jennifer Williams, President
Board of Education
Alameda Unified School District
Alameda County, State of California

ATTEST:

By: _____

Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Proclamation: Dolores Huerta Day - April 10, 2022

Item Type: Consent

Background: Activist and labor leader Dolores Huerta has worked her entire life to improve social and economic conditions for farm workers, is a leader in the fight against discrimination, and is a defender of civil rights, equal rights, and dignity for all.

Tonight, Alameda Unified School District recognizes April 10 as Dolores Huerta Day by remembering her life, recognizing her accomplishments, and familiarizing its students with the contributions she made to this state.

AUSD LCAP Goals: 3. Support parent/guardian development as knowledgeable partners and effective advocates for student success.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #4 - Parental involvement and community engagement are integral to student success.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

Description	Upload Date	Type
□ Proclamation: Dolores Huerta Day	3/16/2022	Backup Material

PROCLAMATION

Dolores Huerta Day

April 10

WHEREAS, activist and labor leader Dolores Huerta has worked her entire life to improve social and economic conditions for farmworkers, is a leader in the fight against discrimination, and is a defender of civil rights, equal rights, and dignity for all; and

WHEREAS, Dolores Huerta found her calling as an organizer while serving in the leadership of the Stockton chapter of the Community Service Organization (CSO) and founded the Agricultural Workers Association. She set up voter registration drives and pressed local governments for barrio improvements; and

WHEREAS, during this time, Dolores Huerta met César Chávez, a fellow CSO official, who had become its director; and

WHEREAS, in 1962, Dolores Huerta and César Chávez lobbied to have the CSO expand its efforts to help farmworkers, but the organization was only focused on urban issues; and

WHEREAS, as a result, César Chávez and Dolores Huerta resigned from the CSO and cofounded the National Farm Workers Association. Dolores Huerta's organizing skills were essential to the growth of the association; and

WHEREAS, Dolores Huerta overcame the many challenges she faced as a woman. She remained the most talented negotiator securing services for farmworkers in California in 1963 in the form of Aid to Families with Dependent Children and disability insurance, an unparalleled feat of the times; and

WHEREAS, the Agricultural Workers Organizing Committee was an integral part of the farmworkers' original organizing and was formed by Filipino workers. The Agricultural Workers Organizing Committee was led by Larry Itliong, Philip Vera Cruz, Pete Velasco, and Andy Imutan, all of whom were instrumental to the farm labor movement; and

WHEREAS, Dolores Huerta advocated for the entire family's participation in the movement because of the involvement of men, women, and children together in the fields picking, thinning, and hoeing. Thus, the practice of nonviolence was not only a philosophy but a very necessary approach in providing for the safety of all. Nonetheless, her life and the safety of those around her were in jeopardy on countless occasions; and

WHEREAS, following a lengthy recovery, Dolores Huerta took a leave of absence from the union to focus on women's rights, traveling the country for two years on behalf of the Feminist Majority, encouraging Latinas to run for office. The campaign resulted in a significant increase in the number of women representatives at the local, state, and federal levels; and

WHEREAS, the most widely-known phrase "**Sí se puede**" was a phrase first used by Dolores Huerta in the farmworker movement; and

WHEREAS, at age 88, Dolores Huerta continues to work tirelessly, developing leaders and advocating for the working poor, women, and children. As founder and president of the Dolores Huerta Foundation, she travels across the country advocating in campaigns and legislation that support equality and defend civil rights. She continues to be a voice for social justice and public policy; and

WHEREAS, Dolores Huerta has been honored for her work as a fierce advocate for farmworkers, immigrants, the working poor, and women; and

WHEREAS, the accomplishments and contributions of Dolores Huerta should be properly memorialized within the history and culture of the United States. Dolores Huerta deserves proper recognition for her numerous sacrifices in the name of justice and the amelioration of severely inadequate working conditions;

NOW, THEREFORE, BE IT PROCLAIMED that the Alameda Board of Education and Alameda Unified School District recognize April 10th each year as Dolores Huerta Day by remembering her life, recognizing her accomplishments, and familiarizing its students with the contributions she made to this state.

PASSED AND ADOPTED by the following votes this 22nd day of March 2022.

AYES:_____MEMBERS:_____

NOES:_____MEMBERS:_____

ABSENT:_____MEMBERS:_____

Jennifer Williams, President
Board of Education
Alameda Unified School District
Alameda County, State of California

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Proclamation: Earth Week - April 18 - 22, 2022

Item Type: Consent

Background: Earth Week is a time to promote awareness and appreciation for the Earth's environment, sustainable living, and earth awareness. Earth Week is also known as National Green Week. Environmentalists all over the world will recycle and conserve energy this Earth Week. Alameda Unified School District has pledged to "Go Green" and continue our efforts to reduce, reuse, and recycle throughout the district.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

Description	Upload Date	Type
□ Proclamation: Earth Week 2022	3/18/2022	Backup Material

PROCLAMATION

Earth Week
April 18-22, 2022

WHEREAS, humankind is currently facing tremendous global challenges affecting every community, including large-scale migration, extreme inequality and poverty, degradation of ecosystems, mass extinction of species, and global climate change; and

WHEREAS, all people of this Earth, no matter their race, gender, income, sexual orientation, or national origin, have a right to a healthy environment; and

WHEREAS, the youth of the world are our most valuable resource and represent a source of endless creativity and potential; and

WHEREAS, it is necessary for the citizens of our global community to develop green jobs and to build an innovative and equitable green economy to combat the aforementioned global challenges; and

WHEREAS, expanding environmental education and climate literacy is vital to enhance awareness about the environment, inform decision-making, and protect future generations; and

WHEREAS, it is understood that sustainability will only be achieved by meeting the needs of the present without compromising the needs of future generations; and

WHEREAS, it is more important than ever to act locally and to cooperate internationally and defend the environmental progress that has been heretofore gained; and

WHEREAS, it is essential to expand and diversify the global environmental movement to achieve maximum progress; and

WHEREAS, Earth Week is an annual reminder of the constant need for environmental activism, stewardship commitments, and sustainability efforts;

NOW, THEREFORE, BE IT PROCLAIMED that the Alameda Board of Education and Alameda Unified School District recognize April 18-22, 2022 as Earth Week.

PASSED AND ADOPTED by the following votes this 22nd day of March, 2022.

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Jennifer Williams, President
Board of Education
Alameda Unified School District
Alameda County, State of California

ATTEST:

By: _____
Pasqual Scuderi, Secretary
Board of Education
Alameda Unified School District
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Proclamation: John Muir Day - April 21, 2022

Item Type: Consent

Background: On John Muir Day, all public schools and educational institutions are encouraged to conduct exercises stressing the importance that an ecologically sound natural environment plays in the quality of life for all of us, and emphasizing John Muir's significant contributions to the fostering of that awareness and the indelible mark he left on the State of California.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

Description	Upload Date	Type
❏ Proclamation: John Muir Day 2022	3/16/2022	Backup Material

PROCLAMATION
John Muir Day
April 21, 2022

WHEREAS, California legislation and California Education Code proclaim that April 21 of each year is recognized as John Muir Day in California; and

WHEREAS, John Muir was born in Scotland and immigrated to the United States at the age of 11; and

WHEREAS, he traveled to California in 1868; and

WHEREAS, he explored the high country of Sierra Nevada and made California his life-long home; and

WHEREAS, John Muir traveled extensively throughout the American West, wrote books and articles describing natural wonders, and argued for a need to preserve the wilderness; and

WHEREAS, he helped to establish the existence of Yosemite National Park in 1890 and founded the Sierra Club in 1892; and

WHEREAS, The California Historical Society voted John Muir the greatest Californian in the state's history and depicted him on the U.S. Mint's California State Quarter design; and

WHEREAS, on John Muir Day, activities stress the importance of an awareness of an ecologically sound and natural environment in the quality of life for all of us; and

WHEREAS, John Muir's significant contributions helped foster that awareness and left an indelible mark on the State of California;

NOW, THEREFORE, BE IT PROCLAIMED, that the Alameda Board of Education and Alameda Unified School District hereby recognize April 21, 2021 as John Muir Day.

PASSED AND ADOPTED by the following votes this 22nd day of March, 2022.

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Jennifer Williams, President
Board of Education
Alameda Unified School District
Alameda County, State of California

ATTEST:

By: _____

Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Ratification of Contracts Executed Pursuant to Board Policy 3300

Item Type: Consent

Background: On January 11, 2022, for FY 2021-2022 the Board of Education delegated authority to enter into contracts on behalf of the Alameda Unified School District and to purchase supplies, materials, apparatus, equipment, and services up to the amounts specified in Public Contract Code 20111 and Education Code section 17604 to the Superintendent of Schools, Assistant Superintendent of Educational Services (formerly Chief Student Services Officer), Assistant Superintendent of Business Services (formerly Chief Business Officer), and Assistant Superintendent of Human Resources (formerly Chief Human Resources Officer), and Purchasing Manager.

Resolution Number 2021-2022.33 further limited the delegation to expenditures of less than \$99,100 and required that the Board of Education ratify the contracts within sixty (60) days of incurring the expense.

The following contracts are presented for ratification:

1. (Fund 01) Amendment No. 1 to Standard Agreement between AUSD and Chipman Relocation & Logistics for an increase of \$5,001 and a new contract total of \$65,946.00.
2. (Fund 01) Contract for Repairs, Maintenance or Small Construction Projects between AUSD and BrightView Tree Care Services for a total not to exceed \$30,000.00.
3. (Fund 01) Amendment No. 1 to Professional Services Agreement between AUSD and Franklin Nguyen for an increase of \$8,500 and an amended total of \$29,100.00.
4. (Fund 01) Addendum No. 212202 to Agreement for Architectural Services between AUSD and Quattrocchi Kwok Architects for fees totaling \$30,200.00 and a reimbursables allowance of \$5,000.00.
5. (Fund 01) Amendment No. 5 to Professional Services Agreement between AUSD and ALC Schools for an increase of \$250,000 and an amended total of \$995,000.00
6. (Fund 01) Amendment No. 1 to Professional Services Agreement between AUSD and Stanley Steemer for an increase of \$20,000 and an amended total of \$35,000.00.
7. (Fund 01, Resource 3213) Amendment No. 1 to Lease-leaseback Agreement between AUSD and Lathrop Construction Associates, Inc. for a Guaranteed Project Cost of \$2,073,498.00.
8. (Fund 01) Amendment No. 2 to Professional Services Agreement between AUSD and Ascendancy Services, Inc. for an increase of \$10,000 an amended total of \$55,000.00.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes:**Fiscal Analysis**

Amount (Savings) (Cost): See attached contract(s) for detailed expenditures.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
❑ Chipman Relocation	3/15/2022	Backup Material
❑ BrightView	3/15/2022	Backup Material
❑ Franklin Nguyen	3/15/2022	Backup Material
❑ Quattrocchi Kwok Architects, Inc.	3/15/2022	Backup Material
❑ ALC Schools	3/16/2022	Backup Material
❑ Stanley Steemer	3/17/2022	Backup Material
❑ Lathrop Construction Associates 1 of 3	3/17/2022	Backup Material
❑ Lathrop Construction Associates 2 of 3	3/17/2022	Backup Material
❑ Lathrop Construction Associates 3 of 3	3/17/2022	Backup Material
❑ Ascendancy Services Inc	3/18/2022	Backup Material

**PROJECT ADDENDUM NO. 212202
TO
AGREEMENT FOR ARCHITECTURAL SERVICES**

This Project Addendum No. 212202 to Agreement for Architectural Services ("Addendum") is made as of March 1, 2022, and forms a part of the Agreement for Architectural Services between **Alameda Unified School District**, a California public school district ("District") and **Quattrocchi Kwok Architects, Inc.** ("Architect") (collectively "Parties") dated on or about December 10, 2013 ("Agreement"). This Addendum incorporates Services to be performed by Architect for the following project(s) ("Project"):

Alameda High School Boiler Replacement

The scope of work may include, but is not limited to the following, plus the following assumptions:

- Project will be limited to the interior of existing boiler and reuse of the existing roof penetrations.
- No architectural renovations or details are anticipated to be required.
- Assist with the preparation of Bid Documents and provide Construction Administration Services.
- The scope of project is to replace three existing boilers and two pumps with new equipment.
 - The existing boilers, pumps, flues, expansion tank, and piping will be removed as shown in the mechanical and electrical drawings.
 - New pumps will be installed and connected to new VFD's, boilers, and existing piping to remain.
 - Existing Trane controls will be reused
 - Flush and treat new and existing primary piping system up to the secondary pumps located in Building E and the Academic Building.
- Services included:
 - Bid Coordination (1-month)
 - Assist District in preparing Bid Package
 - Track and facilitate responses to Bid RFIs
 - Preconstruction (2-months)
 - Facilitate up to (2) pre-construction meetings with the selected contractor and the design engineers
 - Construction Administration (3-months)
 - Process and track Submittal and RFI documents using Procore
 - Attend weekly construction coordination meetings (up to 12 meetings)
- Services not included:
 - Perimeter fencing
 - Door hardware
 - Fire Alarm Improvements
 - Site topographic survey by civil engineer soils report
 - Property line review by civil engineer
 - Site lighting
 - Engineering and design of unanticipated upgrade required by DSA or the Local Fire Authority
 - Civil engineering
 - ADA upgrades
- Necessary information to be provided by AUSD at commencement of project:
 - Hazmat reports

This Addendum modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Agreement shall remain in

full force and effect.

Article 3. Architect Staff

- 3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:
- | | |
|----------------------|------------------|
| Principal in Charge: | Mark Quattrocchi |
| Project Associate | Joel Williams |
| Project Architect: | |
- 3.2.1. The Architect agrees to contract for or employ at Architect's expense, the following consultant(s) to be associated with the Project in the following capacities:
- | | |
|----------------------|-----------------|
| Civil Engineer: | Brelje & Race |
| Structural Engineer: | ZFA |
| Mechanical Engineer: | Costa Engineers |
| Electrical Engineer: | O'Mahony & Myer |
- 3.3. The Architect shall not change any of the key personnel listed above without prior written approval by District, unless said personnel cease to be employed by Architect. In either case, District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any consultant must also be designated by the consultant and are subject to all conditions previously stated in this paragraph.
- 3.5. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 6. Fee And Method Of Payment

- 6.1. District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):
- Per QKA proposal letter dated December 15, 2021:

Phase	Hours	Fee
Bidding	20	\$4,500
Pre-Construction	40	\$8,800
Construction Administration	80	\$16,900
	Total	\$30,200
	Reimbursables	\$5,000

- 6.2. District shall pay Architect the Fee for all Services performed and pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from change orders caused by Architect's error or omission unless (1) the change order resulted in the District requiring Architect to provide additional services and (2) for omissions only, the omission did not result in an increase to the cost of the Project as commissioned. District will meet and confer with Architect before denying a Fee increase based on subsection (2).
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

Exhibit "A," Section I (MEETINGS / SITE VISITS / WORKSHOP)

Add the following to indicate the number of meetings for each Phase as applicable:

To be determined.

Exhibit "B," Section K (CRITERIA AND BILLING FOR EXTRA SERVICES)

Replace with the following:

The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Work and shall not be changed for the term of the Agreement, unless agreed to in writing by the Parties and approved by the District's Board.

QKA	
BASIC HOURLY RATE SCHEDULE	
Job Title	Hourly Rate
Architect - Principal	\$ 225.00
Architect - Associate	\$ 210.00
Project Architect/Designer	\$ 205.00
Job Captain	\$ 195.00
Construction Admin Project Manager	\$ 195.00
Specifications Writer	\$200.00
CADD/Drafting/BIM Modeler	\$180.00
Construction Admin Technician	\$170.00
Clerical	\$120.00

Consultant	
BASIC HOURLY RATE SCHEDULE	
Job Title	Hourly Rate
Managing Principal	
Senior Vice President/Regional Vice President	
Director of Cost Management	
Senior Cost Manager	
Cost Manager	

Cost Management Technician/Coordinator

Exhibit "C" (SCHEDULE OF WORK)

Add the following to indicate the schedule for Architect's performance of the Project:

Phase	Date to be Completed
Pre- Design/Architectural Program Development Phase:	_____
For Schematic Design Phase:	_____
For Design Development Phase:	_____
For Construction Documents Phase:	_____
For Bidding Phase:	_____
For Construction Administration Phase:	_____
For Close Out:	_____, 201__

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

Alameda Unified School District


Date: 03/07/2022

Signature: 
Robbie Lyng (Mar 7, 2022 15:18 PST)

Print Name: Robbie Lyng

Print Title: Senior Director of Construction

Date: 03/07/2022

Signature: 
Shariq Khan (Mar 7, 2022 15:57 PST)

Print Name: Shariq Khan

Print Title: Asst. Superintendent, Business Services

Date: _____

Signature: _____

Print Name: Jennifer Williams

Print Title: School Board President

Quattrocchi Kwok Architects, Inc.

Date: 3/1/2022

Signature: 

Print Name: Mark Quattrocchi

Print Title: Principal

License No.: C15438



QUATTROCCHI KWOK
ARCHITECTS

December 15, 2021

Robbie Lyng, Director
Maintenance, Operations and Facilities
Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501

RE: ESSER-Funded Boilers Replacement Project for Alameda High School
QKA Project 2034.00

Dear Robbie,

In accordance with conversations and correspondences with you, we are pleased to provide you with a proposal for Bidding and Construction Administration services related to the replacement of three existing boilers at Alameda High School using Elementary and Secondary School Emergency Relief (ESSER) funding.

Scope Criteria:

Costa and O'Mahony & Myer were contracted directly with the district to perform the Mechanical and Electrical design work, which was complete prior to QKA becoming involved. This project will be limited to the interior of the existing boiler room, and reuse of the existing roof penetrations. No architectural renovations or details are anticipated to be required. The project is exempt from DSA review and approval.

QKA was asked to assist with the preparation of Bid Documents and provide Construction Administration Services.

636 Fifth St.
Santa Rosa, CA
95404
P: 707.576.0829
F: 707.576.0295
A California Corporation

www.qka.com

Scope of Work:

The scope of modernization work includes the following:

1. The scope of this project is to replace the three existing boilers and two pumps with new equipment.
 - a. The existing boilers, pumps, flues, expansion tank, and piping will be removed as shown in the mechanical and electrical drawings.
 - b. New pumps will be installed and connected to new VFD's, boilers, and existing piping to remain.
 - c. Existing Trane controls will be reused.
 - d. Flush and treat new and existing primary piping system up to the secondary pumps located in Building E and the Academic Building.

Services included:

- Bid Coordination (1-month)
 - o Assist District in preparing Bid Package
 - o Track and facilitate responses to Bid RFIs
- Pre-construction (2-months)
 - o Facilitate up to (2) pre-construction meetings with the selected contractor and the design engineers.
- Construction Administration (3-months)
 - o Process and track Submittal and RFI documents using Procore.
 - o Attend weekly construction coordination meetings (up to 12 meetings)

Services not included:

- | | |
|---|---|
| - Perimeter Fencing | - Site lighting |
| - Door hardware | - Engineering and design of unanticipated upgrade required by DSA or the Local Fire Authority |
| - Fire Alarm Improvements | - Civil engineering |
| - Site topographic survey by civil engineer Soils Reports | - ADA upgrades |
| - Property line review by civil engineer | |

Necessary information to be provided by AUSD at commencement of project:

- Hazmat reports

Compensation:

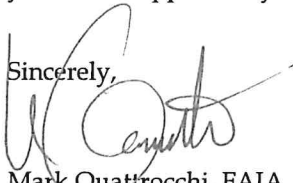
QKA proposes to provide services for a fixed fee based on anticipated hours required to complete the scope of work described above.

Phase	Hours	Fee
Bidding	20	\$4,500
Pre-Construction	40	\$8,800
Construction Administration	80	\$16,900
	Total	\$30,200
	Reimbursables	\$5,000

Compensation will be adjusted as necessary if the scope and/or duration of the project changes from the description above.

Compensation is exclusive of reimbursable expenses that may include copying, plotting, mileage, and postage. Costs for these items will be billed at direct cost plus 5% and are not expected to exceed \$5,000. Services requested by the District that are not included in this proposal will be provided as an Additional Service using the hourly rates included in Exhibit B of the Master Agreement.

If this proposal is acceptable, please prepare a Project Addendum for our review and signature. Thank you for the opportunity to provide this proposal.

Sincerely,


Mark Quattrocchi, FAIA
Principal, Quattrocchi Kwok Architects

cc: Priscilla Wong, AUSD

20.3. Final Inspection

20.3.1. Contractor shall comply with Punch List procedures as provided herein and in all the Contract Documents and maintain the presence of its District-approved project superintendent and project manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List. Upon receipt of Contractor's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and acceptance, Architect and Project Inspector will inspect the Work and shall submit to Contractor and District a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

20.3.2. Upon Contractor's completion of all items on the Punch List and any other uncompleted portions of the Work, the Contractor shall notify the District, the Architect and the Project Inspector, who shall again inspect such Work. If the Architect and the Project Inspector find the Work complete and acceptable under the Contract Documents, the Architect will notify Contractor, who shall then jointly submit to the Architect and the District its final Application for Payment.

20.3.3. Final Inspection Requirements

20.3.3.1. Before calling for final inspection, Contractor shall determine that the following have been performed:

20.3.3.1.1. The Work has been completed.

20.3.3.1.2. All life safety items are completed and in working order.

20.3.3.1.3. Mechanical and electrical Work are complete and tested, fixtures are in place, connected, and ready for tryout.

20.3.3.1.4. Electrical circuits scheduled in panels and disconnect switches labeled.

20.3.3.1.5. Painting and special finishes complete.

20.3.3.1.6. Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.

20.3.3.1.7. Tops and bottoms of doors sealed.

20.3.3.1.8. Floors waxed and polished as specified.

20.3.3.1.9. Broken glass replaced and glass cleaned.

20.3.3.1.10. Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site.

20.3.3.1.11. Work cleaned, free of stains, scratches, and other foreign matter, of damaged and broken material replaced.

20.3.3.1.12. Finished and decorative work shall have marks, dirt, and superfluous labels removed.

20.3.3.1.13. Final cleanup, as provided herein.

20.4. Costs of Multiple Inspections

More than two (2) requests of the District to make a final inspection shall be considered an additional service of District, Architect, Construction Manager, and/or Project Inspector, and all subsequent costs will be invoiced to Contractor and if funds are available, withheld from remaining payments.

20.5. Beneficial Occupancy or Use Prior to Project Completion

20.5.1. District's Rights to Beneficial Occupancy or Use

The District may, at its sole discretion, have Beneficial Occupancy or use of any completed or partially completed portion of the Project at any stage. Neither the District's Final Acceptance, the making of Final Payment, nor the Beneficial Occupancy or use of the Project, in whole or in part, by District shall constitute acceptance of the Project not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. The District and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Project, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. Any dispute as to responsibilities shall be resolved pursuant to the Disputes and Claims provisions herein, with the added provision that during the dispute process, the District shall have the right to Beneficial Occupancy or use any portion of the Project that it needs or desires to use.

20.5.2. Inspection Prior to Beneficial Occupancy or Use

Immediately prior to partial Beneficial Occupancy or use of the Project, the District, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Project to be used in order to determine and record the condition of the Work.

20.5.3. No Waiver

Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Project shall not in and of itself constitute an acceptance of the Project not complying with the requirements of the Contract Documents.

21. FINAL PAYMENT AND RETENTION

21.1. Final Payment

Upon receipt and approval of a valid and final Application for Tenant Improvement Payment, the Architect may issue a final Certificate of Tenant Improvement Payment. The District shall thereupon jointly inspect the Work and either accept the Project as complete or notify the Architect and the Contractor in writing of reasons why the Project is not complete. Upon acceptance of the Project, the District may record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of final Tenant Improvement Payment from the District, pay the amount due Subcontractors. The amount of the final Tenant Improvement Payment shall be equal to the remaining value of the work performed, less the total amount to be paid as Lease Payments pursuant to Exhibit C.

21.2. Prerequisites for Final Tenant Improvement Payment

The following conditions must be fulfilled prior to Final Tenant Improvement Payment:

21.2.1. A full and final waiver or release of all Stop payment notices in connection with the Work shall be submitted by Contractor, including a release of Stop payment notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all Stop payment notice rights.

21.2.2. A duly completed and executed “**Conditional Waiver and Release on Final Payment**” compliant with Civil Code section 8136 from each subcontractor of any tier and supplier to be paid from the **current** Tenant Improvement Payment;

21.2.3. A duly completed and executed “**Unconditional Waiver and Release upon Final Payment**” compliant with Civil Code section 8138 from each subcontractor of any tier and supplier that was paid from the **previous** Tenant Improvement Payment; and

21.2.4. The Contractor shall have made all corrections to the Work that are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of District required under the Contract Documents.

21.2.5. Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.

21.2.6. Contractor must have completed all requirements set forth under “Closeout Procedures,” including, without limitation, an approved set of complete As-Built Drawings.

21.2.7. Architect shall have issued its written approval that final payment can be made.

21.2.8. The Contractor shall have delivered to the District all manuals and materials required by the Contract Documents.

21.2.9. The Contractor shall have completed final clean up as provided herein.

21.3. Retention

21.3.1. The retention (5% of the total Contract Price; “**Retention**”), **less** the total Lease Payments and less any amounts disputed by the District or that the District has the right to withhold pursuant to provisions herein, shall be paid as follows:

21.3.1.1. After approval by the District of the Architect’s Certificate of Payment,

21.3.1.2. After the satisfaction of the conditions set forth herein, and

21.3.1.3. Within sixty (60) days following Project Completion pursuant to Public Contract Code section 7107.

21.3.1.4. No earlier than thirty-five (35) days of the recording of the Notice of Completion by District, if a Notice of Completion is recorded by the District.

21.3.2. No interest shall be paid on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents.

21.3.3. District and Contractor acknowledge that the District’s protections, restrictions and requirements outlined in the “retention” provisions of applicable California law (including, without limitation, Public Contract Code sections 7201 and 9203) are satisfied by the amount(s) the District will withhold as

Retention under this Contract, including the amounts that the District will pay as Lease Payments under this Contract.

21.4. Claims Asserted After Final Tenant Improvement Payment.

Any lien, stop payment notice or other claim filed or asserted after the Contractor's acceptance of the Final Payment by any Subcontractor, of any tier, laborer, Material Supplier or others in connection with or for Work performed under the Contract Documents shall be the sole and exclusive responsibility of the Contractor pursuant to the indemnification obligations of the Contract Documents. In the event any lien, stop payment notice or other claim of any Subcontractor, Laborer, Material Supplier or others performing Work under the Contract Documents remain unsatisfied after Final Tenant Improvement Payment is made, Contractor shall refund to District all monies that the District may pay or be compelled to pay in discharging any lien, stop payment notice or other claim, including, without limitation all costs and reasonable attorneys' fees incurred by District in connection therewith.

22. UNCOVERING WORK, CORRECTION OF WORK AND RIGHT TO TAKEOVER WORK

22.1. Uncovering Work.

If a portion of the Work is covered without Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the District, the Project Inspector, or the Architect, be uncovered for the Project Inspector's or the Architect's observation and be replaced at the Contractor's expense without change in the Guaranteed Project Cost or Contract Time.

22.2. Rejection of Work.

Prior to the District's Acceptance of the Work, any Work or materials or equipment forming a part of the Work or incorporated into the Work that is defective or not in conformity with the Contract Documents may be rejected by the District, the Architect or the Project Inspector and the Contractor shall correct all rejected Work without any adjustment to the Contract Price or the Contract Time, even if the Work, materials or equipment have been previously inspected by the Architect or the Project Inspector or even if they failed to observe the defective or non-conforming Work, materials or equipment.

22.3. Nonconforming Work

22.3.1. Contractor shall promptly remove from Premises all Work identified by District as failing to conform to the Contract Documents whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to the District or other contractors caused thereby.

22.3.2. If Contractor does not remove or reasonably begin and diligently remove Work that District has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed five (5) calendar days, District may remove it and may store any material at Contractor's expense. If Contractor does not pay expense(s) of that removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the District and/or District may withhold those amounts from payment(s) to Contractor.

22.4. Correction of Work

22.4.1. Correction of Rejected Work

Pursuant to the notice provisions herein, the Contractor shall promptly correct the Work rejected by the District, the Architect, or the Project Inspector as failing to conform to the requirements of the Contract Documents, whether observed before or after Project Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby.

22.4.2. One-Year Warranty Corrections

If, within one (1) year after the date of Project Completion or a designated portion thereof, or after the date for commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the District to do so. This period of one (1) year shall be extended with respect to portions of the Work first performed after Project Completion by the period of time between Project Completion and the actual performance of the Work. This obligation hereunder shall survive acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

22.5. District's Right to Takeover Work

22.5.1. If the Contractor should neglect to prosecute or reasonably begin and diligently prosecute the Work properly or fail to perform any provisions of this contract, the District, after **five (5) calendar days** written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

22.5.2. If it is found at any time, before or after Project Completion, that Contractor has varied from the Drawings and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, District may require at its option:

22.5.2.1. That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Contractor at no additional cost to the District;

22.5.2.2. That the District deduct from any amount due Contractor the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings and Specifications; or

22.5.2.3. That the District exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Unilateral Change Order, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.

22.5.3. Acceptance of Defective or Non-Conforming Work. The District may, in its sole and exclusive discretion, elect to accept Work that is defective or that is not in accordance with the requirements of the Contract Documents, instead of requiring its removal and correction, in which case the Contract Price shall be reduced as appropriate and equitable.

23. TERMINATION AND SUSPENSION AND SCOPE REDUCTION

The Parties' rights to terminate the Project are as indicated in the Facilities Lease. In the event of a termination of

the Facilities Lease and notwithstanding any other provision in the Contract Documents, the Surety shall remain liable to all obligees under the Payment Bond and to the District under the Performance Bond for any claim related to the Project.

23.1. Emergency Termination of Public Contracts Act of 1949

23.1.1. In addition to the Parties' right to termination under the Facilities Lease, this Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

23.1.1.1. Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

23.1.1.2. Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

23.1.1.3. Compensation to the Contractor shall be determined on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price shall control. The District, at its sole discretion, may adopt the Guaranteed Project Cost as the reasonable value of the work done or any portion thereof.

23.2. Suspension of Work

23.2.1. District may, without cause, order Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as District may determine. When the District resumes the Project, the Parties will attempt to negotiate an adjustment in the GPC for increases or decreases in the cost of performance of the Project caused by suspense, delay or interruption. If the parties cannot agree on an adjusted GPC, the District may terminate the leases as permitted herein.

23.2.2. In the event the District shall order suspension of the Work, an adjustment shall be made to the Contract Price for increases in the direct cost of performance of the Work of the Contract Documents, actually caused by suspension, delay or interruption ordered by the District; provided however that no adjustment of the Contract Price shall be made to the extent: (i) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible under the Contract Documents; or (ii) that an equitable adjustment is made or denied under another provision of the Contract Documents. The foregoing notwithstanding, any adjustment of the Contract Price shall not include any adjustment to increase the Contractor's overhead, general administrative costs or profit, all of which will remain as reflected in the Schedule of Values submitted by the Contractor pursuant to the Contract Documents. In the event of the District's suspension of the Work, the Contract Time shall be equitably adjusted.

23.3. Scope Reduction.

In cases of suspension, partial or complete termination, or at the discretion of the District, the District reserves the right to unilaterally approve a deductive Change Order to reduce scope of work or perform work with other forces or its own forces.

24. CLAIMS RESOLUTION

24.1. Exclusive Remedy.

24.1.1. Compliance with the claim resolution process and timelines described in this Claims Resolution section as well as the notice provisions of the Contract are express conditions precedent to Contractor's right to commence litigation or arbitration, file a claim under the California Government Code, or commence any other legal action related to the Project ("Claims Resolution Process").

24.1.2. Contractor acknowledges that its failure, for any reason, to provide written notice and all required supporting documentation to permit the District's review and evaluation within the time frame required by this Claims Resolution Process, shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert, request, or demand any entitlement to an adjustment of the Contract Time or the contract Price on account of any instruction, request, drawings, specifications, action, condition, omission, default or other situation.

24.1.3. To the extent any provision(s) of this Claims Resolution Process conflict with or otherwise impair the timeframes and procedures of Public Contract Code section 9204, the provisions of Section 9204 shall control. If provisions of this Claims Resolution Process are supplementary and/or in addition to the requirements of Section 9204, but do not conflict with or otherwise impair the timeframes and procedures of Section 9204, the provisions of this Claims Resolution Process and the Contract shall control.

24.2. Performance during Claim Resolution Process.

The Contractor shall diligently proceed with Work on the Project at the same time that Claims are addressed under the Claims Resolution Process. It is the intent of District to resolve Claims with the Contractor as close to the events giving rise to the Claims as possible, and to avoid stale or late Claims and the late documenting of Claims. Contractor's failure to diligently proceed in accordance with the District's instructions or the Contract terms will be considered a material breach of the Contract and a waiver of Contractor's rights under this Contract.

24.3. Waiver.

If Contractor fails to timely submit any written notices required under the terms of the Contract or in this Claims Resolution section, Contractor waives and releases its rights regarding further review of its Claim, unless Contractor and District mutually agree in writing to other time limits.

24.4. Intention.

The Claims Resolution Process required herein is intended to provide a concise mechanism for resolving Claims as they arise during the Project, while requiring accurate documentation related to contested issues as to those Claims that are not contemporaneously resolved.

24.5. Other Provisions.

If portions of the Contract, other than this Claims Resolution Process, establish a specific process regarding a specific subject, then that process shall govern and control the resolutions of any disagreements thereunder.

Otherwise, the provisions in this Claims Resolution Process shall control the resolution of all Claims.

24.6. Claim Presentation

24.6.1. Claim: A claim is a written demand by Contractor (or by Contractor on behalf of a Subcontractor) that the Contractor must submit by **registered mail or certified mail return receipt requested** for:

24.6.1.1. An extension to the Contract Time, including relief from damages or penalties assessed by the District for delay;

24.6.1.2. Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or the Contractor is not otherwise entitled; or

24.6.1.3. Payment that is disputed by the District.

24.6.2. A PCO may be a Claim, but the Parties agree that a PCO shall only be a Claim if:

24.6.2.1. The District states in writing that it disagrees with the terms of a PCO and directs the Contractor to utilize the Claim Resolution Process, or

24.6.2.2. The District rejects in whole or in part a PCO and the Contractor states in writing that it is utilizing the Claim Resolution Process for the portion of the PCO that the District rejected.

24.6.3. Subcontractors.

24.6.3.1. Public Contract Code section 9204(d)(5) states that the Contractor may present to the District a Claim on behalf of a Subcontractor or lower tier Subcontractor. A Subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a claim for Work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the District and, if the Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

24.6.3.2. Contractor is responsible for providing this Claims Resolution Process to its Subcontractors and for ensuring that all Subcontractors or others who may assert Claims by and through Subcontractors and/or the Contractor are informed of this Claims Resolution Process. No Claim submitted by any party that fails to follow the provisions of this Claims Resolution Process will be considered. Contractor shall indemnify, keep and hold harmless the District and its consultants, against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the failure to provide this Claims Resolution Process to its Subcontractors or others who may assert Claims by and through Subcontractors and/or the Contractor.

24.6.4. Contractor Must Timely Identify, Present and Document Any Claim

24.6.4.1. Every Claim shall be stated with specificity in writing and signed by Contractor under penalty of perjury and presented to the District within ten (10) calendar days from the date Contractor

discovers or reasonably should discover, that an act, error or omission of District, its agents or employees, or action, condition or other situation has occurred that may entitle Contractor to make a Claim. This shall include the Contractor's actual or constructive knowledge of any instruction, request, drawings, specifications, action, condition, omission, default or other situation for which the contractor believes there should an adjustment of the Contract Price or Contract Time. Contractor shall provide this writing even if Contractor has not yet been damaged, delayed, or incurred extra cost when Contractor discovers, or reasonably should discover, the act, error, omission, action, condition or situation giving rise to the incidents giving rise to the Claim. The writing shall:

24.6.4.1.1. Identify all of the issues, events, conditions, circumstances and/or causes giving rise to the Claim;

24.6.4.1.2. Identify all pertinent dates and/or durations and all actual and/or anticipated effects on the Contract Price, milestones and/or Contract Time adjustments; and

24.6.4.1.3. Identify in detail line-item costs if the Claim seeks money.

24.6.4.1.4. If the Claim involves extra work, a detailed cost breakdown of the amounts the Contractor is seeking, including actual cost records (including without limitation, payroll records, material and rental invoices and the like) demonstrating that those costs have actually been incurred. To the extent costs have not yet been incurred at the time the Claim is submitted, actual cost records must be submitted on a current basis not less than once a week during any periods costs are incurred. A cost record will be considered current if submitted within seven (7) days of the date the cost reflected in the record is incurred. At the request of District, extra costs may be subject to further verification procedures (such as having an inspector verify the performance of alleged extra work on a daily basis).

24.6.4.1.5. If the Claim involves an error or omission in the Contract Documents:

24.6.4.1.5.1. An affirmative representation under penalty of perjury by Contractor and any affected Subcontractors and suppliers that the error or omission was not discovered prior to submitting a proposal for the Work, and

24.6.4.1.5.2. A detailed statement demonstrating that the error or omission reasonably should not have been discovered, by Contractor, its Subcontractors and suppliers, prior to submitting a proposal for the Work.

24.6.4.1.6. If the Claim involves a request for additional compensation for escalation of materials costs, then this provision exclusively governs those request(s) by Contractor and the following are all conditions precedent to Contractor's submission of a Proposed Change Order or Claim for additional compensation for escalation of materials costs.

24.6.4.1.6.1. Contractor shall not be entitled to submit a request for compensation for escalation of materials unless the actual cost of materials exceeds ten percent (10%) of the **total** material costs on the Project.

24.6.4.1.6.2. The cost escalation is the result of unusual and unforeseeable market conditions not reasonably foreseeable at the time of award of the Contract and was not an escalated cost resulting from any action or inaction of the Contractor.

24.6.4.1.6.3. Contractor timely ordered and/or purchased the materials at issue.

24.6.4.1.6.4. Contractor's material costs were reasonable at the time of District's

approval of the Contractor's GPC for the Project.

24.6.4.1.6.5. Contractor demonstrates an actual increase in the cost of materials in its Contract Price at the time of District's approval of the Contractor's GPC and/or as reflected in Contractor's actual material payment cost paid either at time of purchase or delivery, whichever is earlier.

24.6.4.1.6.6. An actual year-to-date price increase has occurred and can be substantiated by the E.N.R. 20-City Average Material Cost Index for the material at issue that demonstrates the claim for an increase in price of the material at the time of delivery of the higher priced material to the Project.

24.6.4.2. The writing shall be accompanied by all documents substantiating Contractor's position regarding the Claim.

24.6.4.3. A Claim that asserts an effect on any schedule milestones and/or Contract Time shall include all pertinent scheduling data demonstrating the impact(s) on the critical path(s), milestone(s) and/or Contract Time.

24.6.4.4. Contractor agrees that it shall not base its damages, its calculations or its Claim on a "total cost" approach, a "modified total cost" approach or a "jury verdict method" approach.

24.6.5. Certification. Each copy of the Claim Documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of the Contract Documents. This certification shall be under penalty of perjury and must include the following language immediately above or before the Contractor's signature: ***"I declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit."*** The Contractor acknowledges that this requirement is not a mere formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit. Should Contractor fail to submit the foregoing written statement signed under penalty of perjury, Contractor waives and releases its Claim, including all rights and remedies in connection therewith. This certification must include a certification of any portion of the Claim from Subcontractor(s) or others who are asserting Claims by and through Subcontractors and/or the Contractor

24.6.6. District's Written Statement/Decision on Claim. The District shall issue a written statement/decision regarding the Claim to the Contractor within forty-five (45) days of receipt of the written Claim from the Contractor, or three (3) days after the District's first regular governing board meeting after that 45-day period if the District's governing board does not meet within that first 45-day period. If the District fails to timely provide a written statement/decision regarding the Claim, the Claim shall be deemed rejected in its entirety.

24.6.7. Contractor Must Demand an Informal Meet and Confer Conference if Contractor Pursues Any Claim

24.6.7.1. FAILURE OF A CONTRACTOR TO TIMELY DEMAND A MEET AND CONFER CONFERENCE IS A WAIVER OF ITS RIGHT TO PURSUE ALL OR A PORTION OF ITS CLAIM.

24.6.7.2. Where There Is No Agreement: If there is no agreement between Contractor and the District on a Claim, then within ten (10) calendar days of the date of the District's written statement/decision in response to a Claim or PCO, if Contractor pursues that Claim, then Contractor must demand, by **registered mail or certified mail return receipt requested**, a meet and confer conference with District staff. A meet and confer conference with District staff shall be a condition precedent to Contractor seeking any further relief, including a mediation as indicated below.

24.6.7.3. Where There Is Partial Agreement: If Contractor and the District partially agree on a Claim but do not reach complete agreement, then the Parties shall complete a Change Order, if applicable, for the issues and/or amounts agreed to. For those issues not agreed to, if Contractor pursues those issues from that Claim, then Contractor must demand, by **registered mail or certified mail return receipt requested**, a meet and confer conference with District staff regarding those issues. A meet and confer conference with District staff shall be a condition precedent to Contractor seeking any further relief, including a mediation as indicated below, in connection with the District's rejection.

24.6.7.4. Meet and Confer Conference. District and Contractor shall schedule the meet and confer conference as soon as reasonably possible after Contractor's written demand for a meet and confer conference, but in no case later than thirty (30) days after Contractor's demand.

24.6.7.5. District's Written Decision. Within ten (10) **business** days of the meet and confer conference, the District shall issue a written decision. If the District fails to timely provide a written statement/decision after the meet and confer conference, all Claim issues that were part of the meet and confer conference shall be deemed rejected in their entirety.

24.6.7.5.1. If the District's decision completely resolves the Claim, then the Parties shall complete a Change Order, if applicable, for the issues and/or amounts agreed to.

24.6.7.5.2. If the District rejects the Contractor's Claim in whole or in part or does not issue a timely written response, then the parties shall mediate the remaining issues of the Claim.

24.6.7.5.3. Contractor's costs incurred in seeking relief for Claims are not recoverable from District.

24.6.8. Mediation.

24.6.8.1. At the District's sole discretion, this mediation may be a multiple-party mediation with the Architect, the Construction Manager, the Inspector, and/or other District consultants.

24.6.8.2. The District and Contractor shall mutually agree to a mediator within ten (10) **business** days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

24.6.9. Contractor's Obligation to File a Government Code Claim. Nothing in this Contract, including this Claims Resolution Process, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code section 910, et seq. Therefore, in addition to complying with this Claims Resolution Process, the Contractor is required to present claims to the District pursuant to Government Code section 910, et seq. If after the requirements of this Claims Resolution Process are satisfied, and all or a portion of the Claim remains unresolved, and if the Government Code claim is rejected by the District, the Contractor may proceed under the post-mediation provisions of this Claims Resolution Process.

24.6.10. Post Mediation Provisions

24.6.10.1. **Claims of \$375,000 or Less:** The provisions of Public Contract Code § 20104.4 shall apply. Pursuant to Public Contract Code § 20104.4(a), within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. Pursuant to Public Contract Code § 9204(d)(2)(D), a mediation conducted pursuant to this Claims Resolution Process shall excuse the

obligation under Public Contract Code § 20104.4(a) to mediate after litigation has been commenced unless otherwise agreed to by the parties in writing.

24.6.10.2. Litigation of Claims in Excess of \$375,000. If, after a mediation as indicated above, the Parties have not resolved the Claim, either Party may commence an action in a court of competent jurisdiction to contest that decision within ninety (90) days following the conclusion of that mediation or one (1) year following the accrual of the cause of action, whichever is later. By mutual agreement, the Parties can agree to instead resolve the Claim through arbitration.

24.6.11. The District shall be entitled to remedy any false claims, as defined in California Government Code section 12650 *et seq.*, made to the District by the Contractor or any Subcontractor under the standards set forth in Government Code section 12650 *et seq.* Any Contractor or Subcontractor who submits a false claim shall be liable to the District for three times the amount of damages that the District sustains because of the false claim. A Contractor or Subcontractor who submits a false claim shall also be liable to the District for (a) the costs, including attorney fees, of a civil action brought to recover any of those penalties or damages, and (b) a civil penalty of up to \$11,000 for each false claim. In addition, Contractor may be subject to criminal prosecution under California Penal Code §72 and/or civil liability under False Claims Act. If so, the District may be entitled to recover its costs incurred to investigate any False Claim, including but not limited to attorneys' fees and expert fees incurred in connection with that investigation.

24.7. Documentation of Resolution.

If a Claim is resolved, the District shall determine if that resolution shall be documented in a settlement agreement or release or other document, as appropriate.

24.8. Claim Resolution Process – Non-Applicability.

The procedures and provisions in this Claims Resolution section shall **not** apply to:

24.8.1. District's determination of what Work is or will be constructed, or whether the Work complies with the Contract Documents for purposes of accepting the Work;

24.8.2. District's rights and obligations as a public entity, such as, but without limitation, the revocation of pre-qualified or qualified status, barring a contractor from District contracts, the imposition of penalties or forfeitures prescribed by statute or regulation; provided, however, that penalties imposed against a public entity by statutes such as Section 7107 of the Public Contract Code, shall be subject to the mandatory dispute resolution provisions of this Claims Resolution section and the Contract;

24.8.3. Personal injury, wrongful death or property damage claims;

24.8.4. Latent defect or breach of warranty or guarantee to repair;

24.8.5. Stop notices or stop payment notices; or

24.8.6. Any other District rights as set forth herein.

24.9. The District's failure to respond to a Claim from the Contractor within the time periods described herein or to otherwise meet the time requirements of Public Contract Code section 9204 shall automatically result in the Claim being deemed rejected in its entirety, with no admission by the District as to the merits of the Claim.

24.10. If District fails to timely issue payment for any Claim or portion of a Claim as required pursuant to these Claim Resolution Procedures, the Contractor is permitted to assess interest indicated in Public Contract Code section 9204. Notwithstanding this provision, and in accordance with California Public Contract Code §7107, the District is entitled to withhold up to 150% of disputed amounts and the District shall not be liable for payment of interest on such disputed amounts pending final adjudication of such disputes.

25. LABOR, WAGE & HOUR, APPRENTICE AND RELATED PROVISIONS

25.1. Compliance Monitoring and Enforcement by the DIR

25.1.1. Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

25.1.2. Contractor acknowledges that, for purposes of Labor Code section 1725.5, this work is a public work to which Labor Code section 1771 applies. Contractor shall comply with Labor Code section 1725.5, including without limitation the registration requirements. Additionally, all “subcontractors” (as defined by Labor Code section 1722.1) shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Work. Contractor represents to the District that all “subcontractors” (as defined by Labor Code section 1722.1) are registered pursuant to Labor Code section 1725.5.

25.1.3. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

25.2. Wage Rates, Travel and Subsistence

25.2.1. Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2, of the Labor Code of California, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the District’s principal office and copies will be made available to any interested party on request. Contractor shall obtain and post a copy of these wage rates at the job site.

25.2.2. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the District, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

25.2.3. Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations ("DIR") ("Director"), regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.

25.2.4. If during the period this bid is required to remain open, the Director determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, such change shall not alter the wage rates in the Notice to Bidders or the Contract subsequently awarded.

25.2.5. Pursuant to Labor Code section 1775, Contractor shall, as a penalty to District, forfeit the statutory amount, (currently not to exceed two hundred dollars (\$200) for each calendar day, or portion thereof), for each worker paid less than the prevailing rates, as determined by the District and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it.

25.2.5.1. The amount of the penalty shall not be less than forty dollars (\$40) for each calendar day, or portion thereof, unless the failure of Contractor was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of Contractor.

25.2.5.2. The amount of the penalty shall not be less than eighty dollars (\$80) for each calendar day or portion thereof, if Contractor has been assessed penalties within the previous three (3) years for failing to meet Contractor's prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

25.2.5.3. The amount of the penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, if the Labor Commissioner determines the Contractor willfully violated Labor Code section 1775.

25.2.5.4. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

25.2.6. Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification. Prevailing wage rates are on file with the District and are available to any interested party on request or at www.dir.ca.gov/oprl/statistics_and_databases.html.

25.2.7. Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by section 3093, and similar purposes.

25.2.8. Contractor shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Contractor shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

25.3. Hours of Work

25.3.1. As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor

Code, eight (8) hours of labor shall constitute a legal days work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

25.3.2. Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of District and to the Division of Labor Standards Enforcement of the DIR.

25.3.3. Pursuant to Labor Code section 1813, Contractor shall as a penalty to the District forfeit the statutory amount (believed by the District to be currently one hundred dollars (\$100)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

25.3.4. Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the District.

25.4. Payroll Records

25.4.1. Pursuant to the provisions of section 1776 of the Labor Code, notice is hereby given that Contractor shall prepare and provide to the California Department of Industrial Relations and shall cause each Subcontractor performing any portion of the Work under this Contract to prepare and provide to the California Department of Industrial Relations, accurate and certified payroll record ("CPR(s)"), showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work.

25.4.1.1. In addition to any other requirements under Labor Code section 1770, et seq., the CPRs enumerated hereunder shall be certified and shall be provided as required by the California Department of Industrial Relations.

25.4.2. In addition, all CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

25.4.2.1. A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

25.4.2.2. CPRs shall be made available for inspection or furnished upon request to a representative of District, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the Department of Industrial Relations.

25.4.2.3. CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall,

prior to being provided the records reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

25.4.3. The form of certification for the CPRs shall be as follows:

I, _____ (Name-Print), the undersigned, am the _____ (Position in business) with the authority to act for and on behalf of _____ (Name of business and/or Contractor), certify under penalty of perjury that the records or copies thereof submitted and consisting of _____ (Description, number of pages) are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individual named, and (b) we have complied with the requirements of sections 1771, 1811, and 1815 of the Labor Code for any work performed by our employees on the Project.

Date: _____ Signature: _____
(Section 16401 of Title 8 of the California Code of Regulations)

25.4.4. Each Contractor shall file a certified copy of the CPRs with the entity that requested the records within ten (10) days after receipt of a written request.

25.4.5. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by District, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded Contract or performing Contract shall not be marked or obliterated.

25.4.6. Contractor shall inform District of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) Business days, provide a notice of change of location and address.

25.4.7. In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to District, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from Tenant Improvement Payment and/or Lease Payments then due.

25.4.8. It shall be the responsibility of Contractor to ensure compliance with the provisions of Labor Code section 1776.

25.5. Apprentices

25.5.1. Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

25.5.2. Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

25.5.3. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.

25.5.4. Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

25.5.5. Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

25.5.6. Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

25.5.7. If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

25.5.7.1. Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

25.5.7.2. Forfeit as a penalty to District the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

25.5.8. Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

25.5.9. Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102.

25.5.10. Contractor shall ensure compliance with all certification requirements for all workers on the Project including, without limitation, the requirements for electrician certification in Labor Code section 108, et seq.

25.6. Non-Discrimination

25.6.1. Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, national origin, ancestry, sex, age, or physical handicap in the performance of this Contract and to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246, and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

25.6.2. Special requirements for Federally Assisted Construction Contracts: During the performance of

this Contract, Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

25.7. Labor First Aid

Contractor shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), the California Occupational Safety and Health Act of 1973, and all related regulations, including without limitation sections 330 et seq. of Title 8 of the California Code of Regulations.

25.8. Skilled and Trained Workforce Requirement

25.8.1. Contractor is familiar with the hiring requirements set forth in Education Code section 17407.5, and as a condition of entering into this Facilities Lease, Contractor understands and agrees that Contractor and its Subcontractors at every tier will use a skilled and trained workforce, as defined in Education Code section 17407.5, to perform all Work on the Project that falls within an apprenticeship occupation in the building and construction trades.

26. MISCELLANEOUS

26.1. Assignment of Antitrust Actions

Although this project may not have been formally bid, the following provisions may apply:

26.1.1. Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the Parties.

26.1.2. Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

26.1.3. Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

26.1.4. Section 4554 of the Government Code states:

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

26.1.5. Under this Article, "public purchasing body" is District and "bidder" is Contractor.

26.2. **Excise Taxes**

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, District, upon request, will execute documents necessary to show (1) that District is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of District. No Federal Excise Tax for such materials shall be included in any Guaranteed Project Cost.

26.3. **Taxes**

Guaranteed Project Cost is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 of the Revenue and Taxation Code; Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

26.4. **Shipments**

All shipments must be F.O.B. destination to Site or sites, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total Guaranteed Project Cost shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

**EXHIBIT E
TO
FACILITIES LEASE**

MEMORANDUM OF COMMENCEMENT DATE

**[THIS IS A FORM ONLY. TO BE ENTERED INTO AFTER CONSTRUCTION
IS COMPLETE TO COMMENCE DISTRICT OCCUPANCY OF THE
FACILITIES AND TO START THE LEASE TERM.]**

This MEMORANDUM OF COMMENCEMENT DATE is dated _____, 20____, and is made by and between **Lathrop Construction Associates, Inc.** ("Contractor"), as Lessor, and the **Alameda Unified School District** ("District"), as Lessee.

1. Contractor and District have previously entered into a Facilities Lease dated as of **March 22, 2022**, (the "Lease") for the leasing by Contractor to District of the Project Site(s) and Project in Alameda, CA, referenced in the Lease.

2. District hereby confirms the following:

A. That all construction of the Project required to be performed pursuant to the Facilities Lease has been completed by Contractor in all respects;

B. That District has accepted and entered into possession of the Project and now occupies same; and

C. That the term of the leaseback period in the Facilities Lease commenced on _____, 20____, and will expire at 11:59 P.M. on _____, 20____.

IN WITNESS WHEREOF, the Parties have accepted and agreed to this Memorandum of Commencement Date, as of the date indicated above, and have directed and authorized their respective officers to execute this Memorandum of Commencement Date:

Alameda Unified School District

Signature: _____

Print Name: _____

Print Title: _____

Lathrop Construction Associates, Inc.

Signature: _____

Print Name: _____

Print Title: _____

**EXHIBIT F
TO
FACILITIES LEASE**

CONSTRUCTION SCHEDULE

Preliminary Services. Preliminary Services are completed consistent with the "Schedule" section of the Preliminary Services Agreement (**Exhibit L** to this Facilities Lease).

Construction Schedule. The Construction Schedule is as follows:

- It is hereby understood and agreed that assuming the District issues a Notice to Proceed for the Project on or before **March 23, 2022**, then:
 - District shall have Beneficial Occupancy of the Project on or before **September 30, 2022**, and
 - Project Completion shall be on or before **September 30, 2022**.

In addition to the general parameters above for the Construction Schedule, attached is a detailed Project Construction Schedule with a duration no longer than the Contract Time, and with specific milestones that Contractor shall meet.

Alameda HS - Utility Building Boiler Plant Hydronic Fan Coil Replacements										Preliminary Construction Schedule										16-Mar-22 12:35				
Activity ID	Activity Name	Original Duration	Start	Finish	Total Float	Apr	May	Jun	Jul	Aug	Sep	Oct												
Roof																								
H1060	Set HVAC Roof Units	15	02-Sep-22	23-Sep-22	0								I Set HVAC Roof Units											
H1070	HVAC Connections	1	02-Sep-22	02-Sep-22	0								HVAC Connections											
H1080	Plumbing Connections	5	05-Sep-22	12-Sep-22	0								Plumbing Connections											
H1090	Electrical Connections	5	05-Sep-22	12-Sep-22	0								Electrical Connections											
H1110	Test & Bump HVAC System	2	13-Sep-22	14-Sep-22	0								Test & Bump HVAC System											
H1120	Patch/Repair Roof	7	15-Sep-22	23-Sep-22	0								Patch/Repair Roof											
Closeout																								
H1160	Test & Balance HVAC System	12	15-Sep-22	30-Sep-22	0								Test & Balance HVAC System											
H1170	Ready for Architect's Review	2	15-Sep-22	16-Sep-22	0								◆ Ready for Architect's Review											
H1180	Correct Remaining Items	0	26-Sep-22	30-Sep-22	0								◆ Correct Remaining Items											
H1190	Substantial Completion	5	26-Sep-22	30-Sep-22	0								◆ Substantial Completion											
H1200	Commissioning	0	0	30-Sep-22	0								◆ Commissioning											
		10	19-Sep-22	30-Sep-22	0																			

Remaining Level of Effort

Critical LOE

Actual Level of Effort

Actual Work

Remaining Work

Critical Remaining Work

Page 2 of 2

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**EXHIBIT G
TO
FACILITIES LEASE**

SCHEDULE OF VALUES

Attached is a detailed Schedule of Values that complies with the requirements of the Construction Provisions (Exhibit D) and that has been approved by the District.



Alameda HS - Boiler Upgrade

Alameda, CA

3/14/22

	Addenda 1, 2	Base Bid for Boiler Repair Work
	Base Bid General Conditions	\$ 119,985
	LCA Work, Architectural Items and Bid Package Exclusions	\$ 192,220
	Bid Package 1 - HVAC	\$ 1,427,000
	Bid Package 2 - Electrical	\$ 74,760
	Bid Package 3 - Demolition	\$ 56,500
	Bid Package 4 - Roof Repair	\$ 16,000
	Scaffolding	\$ 6,500
	Final Clean Up	\$ 15,750
	Sub Total	\$ 1,908,715
	Liability Insurance	\$ 11,452
	Builder's Risk Insurance	\$ 19,000
	General Contractor's Bond Premium	\$ 32,331
0.050	Overhead and Profit @ 5%	\$ 102,000
	GMP Total	\$ 2,073,498

**EXHIBIT H
TO
FACILITIES LEASE**

SUBCONTRACTOR PROCUREMENT PROCESS

If the District issues an RFP or RFQ/P and requires the Contractors to submit a **final** price for this Project at the time it is competing against other Contractors, the Contractor shall comply with the subcontractor prequalification requirements of Education Code section 17406 (a)(1)(C) and may otherwise select subcontractors based on their own reasonable and non-discriminatory process.

If the District issues an RFQ or RFQ/P and selects one Contractor who will **later** provide a final price for this Project, that Contractor shall, in addition to all legal requirements, including without limitation Education Code section 17406, take the following steps when the District directs the Contractor to procure Subcontractors so that Contractor can provide a final lump sum Guaranteed Project Cost ("GPC") for construction of the Project.

1. **Subcontractor Bid Packages.** Contractor shall prepare separate and specific Subcontractor bid packages that include all scope(s) of construction Work included in the Plans and Specifications.
2. **Public Notice.** Contractor shall provide notice of bidding for Subcontractors "in accordance with the publication requirements applicable to the District's competitive selection process" to solicit Subcontractors in compliance with statutory requirements and the District's process. (Education Code §17406.)
3. **District Review of Bid Packages and Notice.** At least fourteen (14) days prior to the bidding of Subcontractor bid packages, Contractor shall provide the District with a copy of the written notice it will publish (including newspaper advertising) to solicit Subcontractors. The District reserves the right to request that Contractor reasonably revise its published notice.
4. **Three Bona Fide Bids.** Contractor is required to receive **at least** three (3) bona fide bids from Subcontractors for all scopes of Work on the Project that constitute more than three percent (3%) of the total Project scope of Work. Prior to the Contractor seeking bids, the District may, in its sole discretion, and upon Contractor's written request, authorize Contractor to utilize a different minimum number of bona fide bids from Subcontractors.
5. **Prequalification.** Contractor's Subcontractors performing work valued in excess of ½ of 1% of the GPC must comply with the following:
 - a. **MEP Prequalification.** If the Project has electrical, mechanical, and plumbing components that will be performed by subcontractors performing under the following license classification(s) (C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46; "MEP Subcontractor(s)"), and those MEP Subcontractors will be first-tier Subcontractors to the Contractor, those MEP Subcontractors must be prequalified with the District to be eligible to be included in a Contractor's proposal. MEP Subcontractors shall prequalify with the District utilizing the District's Prequalification Questionnaire. **The District highly recommends that the Contractor informs all of its potential MEP Subcontractors that must be prequalified to immediately complete the prequalification process to ensure their eligibility to be included as MEP Subcontractors for the Project.**
 - b. **Non-MEP Subcontractor Prequalification Criteria and Standards.** For this Project, Contractor may **NOT** prequalify non-MEP subcontractors solicited for work on this Project, unless the Contractor provides any prequalification or qualification criteria, process or questionnaire to the District for approval at least fourteen (14) days prior to the bidding of Subcontractor bid packages.

- c. **LIMIT ON "BEST VALUE" SELECTION.** CONTRACTOR ACKNOWLEDGES THAT THIS PROCESS – THE PREQUALIFICATION OR ANY ASSOCIATED QUALIFICATION PROCESS – IS THE ONLY "BEST VALUE" SELECTION PROCESS AS IDENTIFIED IN EDUCATION CODE SECTION 17406 THAT THE DISTRICT HAS APPROVED FOR THIS PROJECT. THE CONTRACTOR MAY REQUEST, AT LEAST FOURTEEN (14) DAYS PRIOR TO THE BIDDING OF SUBCONTRACTOR BID PACKAGES, THAT THE DISTRICT APPROVE OTHER SELECTION PROCESS(ES) OR CRITERIA THAT THE CONTRACTOR DESIRES TO IMPLEMENT ON THIS PROJECT. CONTRACTOR CAN ONLY IMPLEMENT THOSE IF THE DISTRICT PRE-APPROVES THEM.
6. **Open-Book / Bid Opening.** Contractor shall invite the District to attend all bid opening(s) for the Project and shall within 48 hours of the bid opening(s) provide copies or access to all bid documents provided by all Subcontractors.
7. **Missing Scopes of Work in Subcontractor Bids ("Bid Levelling").** When Contractor has received all Subcontractor bids, Contractor shall identify all scope(s) of construction Work for which Contractor did not receive a bid and provide a written justification as to why the scope(s) of construction Work was either not included in a Subcontractor bid or was not bid on ("Unbid Work"). The District expects very little if any Unbid Work, far less than 1% of the GPC. After the District reviews the Contractor's justification, the Parties shall meet and confer and the District shall reasonably determine, in its sole discretion, whether to:
- a. Direct the Contractor to rebid the Unbid Work; or
 - b. If Contractor requests, allow the Contractor to self-perform the Unbid Work. If Contractor self-performs the Unbid Work, Contractor shall provide substantiation for the pricing for the Unbid Work that Contractor intends to self-perform. The Parties shall negotiate in good faith to determine a reasonable price for the Unbid Work that Contractor intends to self-perform. The District reserves the right to seek its own pricing of that Work to verify the value of Contractor's proposed pricing.
8. **Low Bid.** Because the "best value" process was implemented as part of the Subcontractor procurement process, once the Contractor receives Subcontractor bids, the Contractor shall award subcontracts to subcontractors with the **lowest responsive, responsible bid** that have satisfied the above prequalification and/or qualification steps, as applicable.
9. **Self-Performing Construction Work.** If Contractor intends to propose to self-perform portion(s) of the construction Work, it must
- a. Receive the District's prior written approval.
 - b. Provide its pricing (its bid) to the District 48 hours prior to Contractor's receipt of Subcontractor bids for those portion(s) of the Work.
 - c. Receive a minimum number of two (2) bona fide bids from Subcontractors for scope(s) of Work that the Contractor is bidding to self-perform, not including the Contractor's pricing/bid.

**EXHIBIT I
TO
FACILITIES LEASE**

**CERTIFICATES AND BONDS TO LEASE-LEASEBACK DOCUMENTS
AND
DIVISION 1 DOCUMENTS TO LEASE-LEASEBACK DOCUMENTS**

Alameda High School Boiler Project

**Alameda Unified School District
and
Lathrop Construction Associates, Inc.**

NONCOLLUSION DECLARATION
Public Contract Code § 7106

TO BE EXECUTED BY CONTRACTOR

The undersigned declares:

I am the President [PRINT YOUR TITLE]

of Lathrop Construction Associates, Inc. [PRINT FIRM NAME]

the party making the foregoing Contract.

The Contract is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Contract is genuine and not collusive or sham. The Contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham bid. The Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, or to refrain from proposing. The Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Contract price of the Contractor or any other contractor, or to fix any overhead, profit, or cost element of the Contract price, or of that of any other contractor. All statements contained in the Contract and Contractor's proposal are true. The Contractor has not, directly or indirectly, submitted his or her Contract price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal or contract, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Contractor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Contractor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: March 17, 2022

Proper Name of Contractor: Lathrop Construction Associates, Inc.

City, State: Benicia CA

Signature: 

Print Name: Ricky J. Martellaro

Title: President

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

Certificate attached

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Solano }

On 3/17/22 before me, Maria Galligan, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Ricky J. Martellaro
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Martellaro
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Alameda USD - Noncollusion Declaration

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

- He/she is a representative of the Contractor,
- He/she is familiar with the facts herein certified and acknowledged,
- He/she is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement he/she is certifying the following items.

☒ **Labor Code Sections 1860-1861 (Workers' Compensation).** In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

☒ **Government Code Sections 8355-8357 (Drug-Free Workplace).** I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- (2) Establishing a drug-free awareness program to inform employees about all of the following:
 - (A) The dangers of drug abuse in the workplace.
 - (B) The person's or organization's policy of maintaining a drug-free workplace.
 - (C) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (D) The penalties that may be imposed upon employees for drug abuse violations.
- (3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

- (1) The contractor or grantee has made a false certification under Section 8355.
- (2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

☒ **Tobacco-Free Environment.** Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400

et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.



No Hazardous Materials. I acknowledge and certify under penalty of perjury that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

- (i) Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
- (ii) All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

The Contractor must immediately notify the District within two (2) Business Days, if the Contractor finds and before it disturbs, any material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law

I acknowledge and certify under penalty of perjury that this certification provides notice to the Contractor that:

- (1) The Contractor's work may disturb lead-containing building materials.
- (2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.



Lead as a Health Hazard. Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **Contractor is hereby notified** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

(i) **Overview of California Law**

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

(ii) **Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

(iii) **Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

I acknowledge and certify under penalty of perjury, that:

1. I have received notification of potential lead-based materials on the District's property;
2. I am knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.



Imported Materials. All soils, aggregate, or related materials ("Fill") that Contractor, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all

hazardous material as defined in section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("CEQA"), and shall comply with the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.



Roofing Contract Financial Interest Certification (Public Contract Code § 3006)

I, Ricky J. Martellaro [Your Name], Lathrop Construction Associates, Inc. [Firm Name] certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I, Ricky J. Martellaro [Your Name], Lathrop Construction Associates, Inc. [Firm Name] certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ [Your Name], _____ [Firm Name] have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): _____

Mailing address: _____

Address of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

For Projects without substantive roofing components, check the following box and execute this certification:



The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty one thousand dollars (\$21,000) or less.

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in these certifications, that the contents of these certifications are true, and that these certifications are made under the laws of the State of California.

Date: March 17, 2022

Proper Name of Contractor: Lathrop Construction Associates, Inc.

Signature: 

Print Name: Ricky J. Martellaro

Title: President

DISABLED VETERAN BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district on projects that receive state funding.

1. **Disabled Veteran Business Enterprise.** A DVBE is a business enterprise certified by the California Office of Small Business as a DVBE.
2. **DVBE Participation Policy.** The District is committed to achieving this DVBE participation goal. The District encourages Contractor to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract.
3. **DVBE Participation Goal.** The three percent (3%) participation goal is not a quota, set-aside or rigid proportion.
4. **Certification of Participation.** At the time of execution of the Contract, the Contractor will provide a statement to the District of anticipated participation of DVBEs in the contract.
5. **Submission of Report.** During performance of the Contract, Contractor shall monitor the Work of the Contract, award of subcontracts and contracts for materials, equipment and supplies for the purpose of determining DVBE participation in the Work of the Contract.
 - a) Contractor shall report on a monthly basis all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
 - b) Upon completion of the Work of the Contract, Contractor shall submit a report to the District in the form attached hereto identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
 - i) The submission to the District of this report is a condition precedent to the District's obligation to make payment of the Final Payment under the Contract Documents. The submission of this report shall be in addition to, and not in lieu of, any other conditions precedent set forth in the Contract Documents for the District's obligation to make payment of the Final Payment.
 - ii) The District reserves the right to request additional information or documentation from the Contractor evidencing efforts to comply with the three percent (3%) DVBE participation goal.

DVBE PARTICIPATION REPORT

Contractor Name: Lathrop Construction Associates, Inc. Date: March 17, 2022

Project Name: Alameda HS Boiler Project Project Number: Arch. Project No. 2034.00

DVBE Firm Name	Trade / Portion of Work	Subcontract/ Contract Value
Add more sheets as needed to include all information for each DVBE		

Does the cumulative dollar value of these DVBE contracts meet or exceed the participation goal of three percent (3%) of the final Contract Price, as adjusted by all change orders?

YES ☐ NO ☒

If your response is "NO", please attach to this report a detailed description of the reasons for your firm did not achieve the participation goal of three percent (3%) of the final Contract Price.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct.

Date: March 17, 2022

Proper Name of Contractor: Lathrop Construction Associates, Inc.

Signature: 

Print Name: Ricky J. Martellaro

Title: President

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the governing board of the District that he/she is a representative of the Contractor, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

☐ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice ("DOJ") has determined (per the DOJ process for Applicant Agencies described more fully on its website, located at:) that none of those employees have been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

☒ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

☒ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: Brian Bianchi Title: Superintendent

☐ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: March 17, 2022

Proper Name of Contractor: Lathrop Construction Associates, Inc.

Signature: 

Print Name: Ricky J. Martellaro

Title: President

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, as well as any California remedies, apply to this certification and disclosure, if any.

I certify that I am duly authorized to legally bind the Contractor to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: March 17, 2022

Proper Name of Contractor: Lathrop Construction Associates, Inc.

Signature: 

Print Name: Ricky J. Martellaro

Title: President

PERFORMANCE BOND (100% of Contract Price)
(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("**Board**") of the **Alameda Unified School District** (or "**District**") and **Lathrop Construction Associates, Inc.**, ("**Principal**") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Alameda High School Boiler Project ("Project**" or "**Contract**")**

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ ("**Surety**") are held and firmly bound unto the Board of the District in the penal sum of:

_____ DOLLARS

(\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

In the event the Principal is declared by the District to be in breach or default in the performance of the Contract, then, after written notice from the District to the Surety, as provided for herein, the Surety shall either remedy the default or breach of the Principal or shall take charge of the Work of the Contract and complete the Contract with a Contractor other than the Principal at its own expense; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

Attention: _____

Telephone No.: (_____) _____

Fax No.: (_____) _____

E-mail Address: _____

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20_____.

Principal

Surety

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)
(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("**Board**") of the **Alameda Unified School District** (or "**District**") and **Lathrop Construction Associates, Inc.**, ("**Principal**") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Alameda High School Boiler Project ("Project**" or "**Contract**")**

which Contract dated _____, 20_____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in the Civil Code of California, including section 9100, and the Labor Code of California, including section 1741.

NOW, THEREFORE, the Principal and _____, ("**Surety**") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

_____ DOLLARS

(\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20_____.

Principal

Surety

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

**Division 1 Documents
to
Lease-Leaseback Documents**

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COORDINATION AND PROJECT MEETINGS

1. GENERAL

1.1. SECTION INCLUDES

- 1.1.1. Coordination Responsibilities of the Contractor
- 1.1.2. Field Engineering Responsibilities of the Contractor
- 1.1.3. Preconstruction Conference.
- 1.1.4. Progress Meetings.
- 1.1.5. Pre-Installation Conferences.
- 1.1.6. Post Construction Dedication.

1.2. COORDINATION RESPONSIBILITIES OF THE CONTRACTOR

- 1.2.1. Coordinate scheduling, submittals, and Work of the Specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- 1.2.2. Prior to commencement of a particular type or kind of work examine relevant information, contract documents, and subsequent data issued to the Project.
- 1.2.3. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- 1.2.4. Closing up of holes, backfilling, and other covering up operations shall not proceed until all enclosed or covered work and inspections have been completed. Verify before proceeding.
- 1.2.5. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- 1.2.6. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- 1.2.7. In locations where several elements of mechanical and electrical work must be sequenced and positioned with precision in order to fit into available space, prepare coordination drawings showing the actual conditions required for the installation. Prepare coordination drawings prior to purchasing, fabricating, or installing any of the elements required to be coordinated.
- 1.2.8. Closing up of walls, partitions or furred spaces, backfilling, and other covering up operations shall not proceed until all enclosed or covered work and inspections have been completed. Verify before proceeding.
- 1.2.9. Coordinate completion and clean up of Work of separate sections in preparation for completion and for portions of work designated for District's occupancy.
- 1.2.10. After District occupancy of Project, coordinate access to Site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of District's activities.
- 1.2.11. Coordinate all utility company work in accordance with the Contract Documents.

1.3. FIELD ENGINEERING RESPONSIBILITIES OF THE CONTRACTOR

- 1.3.1. Contractor shall employ a Land Surveyor registered in the State of California and acceptable to the Construction Manager.
- 1.3.2. Control datum for survey is that established by District provided survey. Contractor to locate and protect survey control and reference points.
- 1.3.3. Replace dislocated survey control points based on original survey control.
- 1.3.4. Provide field engineering services. Establish elevations, lines, and levels utilizing recognized engineering survey practices.
- 1.3.5. Upon completion of Work, submit certificate signed by the Land Surveyor, that elevations and locations of Work are in conformance with Contract Documents. Record

deviations on Record Drawings.

1.4. PRECONSTRUCTION CONFERENCE

- 1.4.1. Construction Manager or Project Engineer will schedule a conference immediately after receipt of fully executed Contract Documents prior to Project mobilization.
- 1.4.2. Mandatory Attendance: Construction Manager, Project Engineer, Inspector of Record, Architect of Record, Contractor, Contractor's Project Manager, and Contractor's Job/Project Superintendent.
- 1.4.3. Optional Attendance: Architect's consultants, subcontractors, and utility company representatives.
- 1.4.4. Construction Manager shall preside at conference and shall prepare and record minutes and distribute copies.
- 1.4.5. Agenda:
 - 1.4.5.1. Execution of the Contract Documents.
 - 1.4.5.2. Issue Notice to Proceed.
 - 1.4.5.3. Submission of executed bonds and insurance certificates.
 - 1.4.5.4. Distribution of Contract Documents.
 - 1.4.5.5. Submission of list of Subcontractors, list of Products, Schedule of Values, and Progress Schedule.
 - 1.4.5.6. Designation of responsible personnel representing the parties.
 - 1.4.5.7. Procedures for processing Force Account Directives and Change Orders.
 - 1.4.5.8. Procedures for Request for Information.
 - 1.4.5.9. Procedures for testing and inspecting.
 - 1.4.5.10. Procedures for processing applications for payment.
 - 1.4.5.11. Procedures for Project closeout.
 - 1.4.5.12. Use of Premises.
 - 1.4.5.13. Work restrictions.
 - 1.4.5.14. District's occupancy requirements or options.
 - 1.4.5.15. Responsibility for temporary facilities and controls.
 - 1.4.5.16. Construction waste management and recycling.
 - 1.4.5.17. Parking availability.
 - 1.4.5.18. Office, work and storage areas.
 - 1.4.5.19. Equipment deliveries and priority.
 - 1.4.5.20. Security.
 - 1.4.5.21. Progress cleaning.

1.5. PROGRESS MEETINGS

- 1.5.1. Construction Manager shall schedule and administer meetings throughout progress of the Work at a minimum of every week.
- 1.5.2. Construction Manager or Project Engineer will make arrangements for meetings, prepare agenda, and preside at meetings. Construction Manager shall record minutes (Field Reports), and distribute copies.
- 1.5.3. Attendance Required: Project Manager, Job Superintendent, Construction Manager, Project Engineer, Project Inspector (Inspector of Record), Architect of Record, Subcontractors, and suppliers as appropriate to agenda topics for each meeting.
- 1.5.4. Agenda:
 - 1.5.4.1. Review minutes of previous meetings. (Field Reports)
 - 1.5.4.2. Safety, and jobsite visits
 - 1.5.4.3. Review of Work progress.
 - 1.5.4.4. Field observations, problems, and decisions.
 - 1.5.4.5. Identification of problems which impede planned progress.
 - 1.5.4.6. Review of submittals schedule and status of submittals.
 - 1.5.4.7. Review of off-site fabrication and delivery schedules.
 - 1.5.4.8. Maintenance of construction schedule.
 - 1.5.4.9. Corrective measures to regain projected schedules.

- 1.5.4.10. Planned progress during succeeding work period.
- 1.5.4.11. Coordination of projected progress.
- 1.5.4.12. Maintenance of quality and work standards.
- 1.5.4.13. Effect of proposed changes on progress schedule and coordination.
- 1.5.4.14. Other business relating to Work.

1.5.5. District has authority to schedule meetings other than those listed, as necessary.

1.6. PRE-INSTALLATION CONFERENCES

When required in individual specification section, or requested by the District Contractor shall convene a pre-installation conference prior to commencing work of the section. Refer to individual specification section for timing requirements of conference.

- 1.6.1. Contractor shall require his/her subcontractors and suppliers directly affecting, or affected by, work of the specific section to attend.
- 1.6.2. Notify the Construction Manager, Project Engineer, Inspector of Record, and Architect of Record four (4) days in advance of meeting date.
- 1.6.3. The pre-installation conference may coincide with a regularly scheduled progress meeting.
- 1.6.4. Contractor shall prepare agenda, preside at conference, record minutes, and distribute copies within two (2) days after conference to participants.
- 1.6.5. The purpose of the meeting will be to review Contract Documents, conditions of installation, preparation and installation procedures, and coordination with related work and manufacturer's recommendations.
- 1.6.6. Pre-installation Schedule: As a minimum, Work being installed under the Contract Documents technical sections will require pre-installation conferences. Contractor shall review the technical specifications and add all additional requirements for pre-installation meetings contained in those sections.

1.7. POST CONSTRUCTION DEDICATION

- 1.7.1. Attendance Required: Project Superintendent, Contractor, Project Manager, major subcontractors, Construction Manager, Project Engineer, Inspector of Record, and Architect of Record.
- 1.7.2. Preparation prior to Dedication: Contractor and appropriate subcontractors and suppliers shall:
- 1.7.3. Assist District in operation of mechanical devices and systems.
 - 1.7.3.1. Verify operation and adjust controls for communication systems.
 - 1.7.3.2. Assist District in operation of lighting systems.

PRODUCT OPTIONS AND SUBSTITUTIONS

1. Substitution for Specified Items.

The Project shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Contractor shall only request substitutions as indicated herein.

1.1. Request for Substitution Prior to Proposal.

- 1.1.1. District must receive any request for substitution a minimum of **FOURTEEN (14)** calendar days prior to the date proposals are due.
- 1.1.2. The District's denial of a substitution request prior to the date proposals are due shall be conclusive, requiring Contractors to base proposals only on approved items. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its proposal on any requested substitution that the District has not approved. Contractor's proposal may be deemed non-responsive if it identifies a product or manufacturer of a non-approved substitution.
- 1.1.3. Approved substitutions shall be listed in Addenda.
- 1.1.4. District reserves the right not to act upon submittals of substitutions until after the date proposals are due. If the District does not act on a substitution request prior to the date proposals are due, Contractors must propose only on products and systems specified in Contract Documents or listed by name in Addenda.

1.2. Request for Substitution After Contract Awarded. Requests for substitutions after award of the Contract shall be within **THIRTY-FIVE (35) days of the date of the Notice of Award or similar notice to Contractor.** This time period can be extended by the District only, in its sole discretion.

- 1.2.1. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.
- 1.2.2. If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change.
- 1.2.3. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.
- 1.2.4. The burden of proof as to equality of any material, process, or article shall rest with Contractor.

1.3. A request for a substitution shall be in writing and shall include the following information and /or assurances.

- 1.3.1. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;
- 1.3.2. Available maintenance, repair or replacement services;
- 1.3.3. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;
- 1.3.4. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under contract with the District); and
- 1.3.5. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.
- 1.3.6. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

- 1.3.7. The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;
- 1.3.8. The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;
- 1.3.9. The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and
- 1.3.10. The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.
- 1.4. In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.
- 1.5. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.
- 1.6. If the District approves a substitution after the award of the Contract, the District shall memorialize that approval in a Change Order or other applicable Contract modification process.

CONSTRUCTION SCHEDULE - NETWORK ANALYSIS

1. GENERAL

1.1. REFERENCES

- 1.1.1. Construction Planning and Scheduling Manual - A Manual for General Contractors and the Construction Industry, The Associated General Contractors of America (AGC).
- 1.1.2. CSI - Construction Specifications Institute MP-2-1 Master Format.
- 1.1.3. U.S. National Weather Service - Local Climatological Data.

1.2. PERFORMANCE REQUIREMENTS

- 1.2.1. All Contractor's schedules shall comply with the baseline and milestones as indicated in the draft "Program Schedule" the District provided as a draft **Exhibit F** to the Facilities Lease.
- 1.2.2. Ensure adequate scheduling during construction activities so Work may be prosecuted in an orderly and expeditious manner within stipulated Contract Time.
- 1.2.3. Ensure coordination of Contractor and subcontractors at all levels.
- 1.2.4. Ensure coordination of submittals, fabrication, delivery, erection, installation, and testing of Products, materials and equipment.
- 1.2.5. Ensure on-time delivery of District furnished Products, materials and equipment.
- 1.2.6. Ensure coordination of jurisdictional reviews.
- 1.2.7. Prepare applications for payment.
- 1.2.8. Monitor progress of Work.
- 1.2.9. Prepare proper requests for changes to Contract Time.
- 1.2.10. Prepare proper requests for changes to Construction Schedule.
- 1.2.11. Assist in detection of schedule delays and identification of corrective actions.

1.3. QUALITY ASSURANCE

- 1.3.1. Perform scheduling work in accordance with Construction Planning and Scheduling Manual published by the AGC.
- 1.3.2. Maintain one copy of Construction Planning and Scheduling Manual on Site.
- 1.3.3. In the event of discrepancy between the AGC publication and the Contract Documents, provisions of the Contract Documents shall govern.

1.4. QUALIFICATIONS

1.4.1. Scheduler:

- 1.4.1.1. Contractor shall retain a construction scheduler to work in enough capacity to perform all of the Contractor's requirements to prepare the Construction Schedule. The Scheduler shall plan, coordinate, execute, and monitor a cost/resource loaded critical path method (CPM) schedule as required for Project and have a minimum of five (5) years direct experience using CPM.
- 1.4.1.2. Scheduler will cooperate with District and shall be available on site for monitoring, maintaining and updating schedules in a timely manner.
- 1.4.1.3. District has the right to reject the Scheduler based upon a lack of experience as required by this Document or based on lack of performance and timeliness of schedule submittals/fragnets on past projects. Contractor shall within seven (7) calendar days of District's rejection, propose another scheduler who meets the experience requirements stated above.

- 1.4.2. **Administrative Personnel:** Five (5) years minimum experience in using and monitoring schedules on comparable projects.

1.5. SUBMITTALS

- 1.5.1. Submission of submittals pursuant to "Contractor's Submittals And Schedules" in Exhibit D. Adobe "PDF" files are not acceptable.
- 1.5.2. Submit Short Interval Schedule at each Construction Progress Meeting.
- 1.5.3. Submit Time Adjustment Schedule within five (5) days of commencement of a claimed

- delay.
 - 1.5.4. Submit Recovery Schedules as required for timely completion of Work or when demanded by the District.
 - 1.5.5. Submit job cost reports when demanded by the District.
 - 1.5.6. Submit one (1) reproducible and two (2) copies of each schedule and cost report.
 - 1.5.7. Submit large format plotted schedules monthly or at the request of the District or Construction Manager.
- 1.6. REVIEW AND EVALUATION**
 - 1.6.1. Contractor shall participate in joint review of Construction Schedule and Reports with District and Construction Manager.
 - 1.6.2. Within seven (7) days of receipt of District and Construction Manager's comments provide satisfactory revision to Construction Schedule or adequate justification for activities in question.
 - 1.6.3. In the event that an activity or element of Work is not detected by District or Construction Manager review, such omission or error shall be corrected by next scheduled update and shall not affect Contract Time.
 - 1.6.4. Acceptance by District of corrected Construction Schedule shall be a condition precedent to making any Tenant Improvement Payment.
 - 1.6.5. Cost-loaded values of Construction Schedule shall be basis for determining Tenant Improvement Payment unless waived by the District in writing.
 - 1.6.6. Review and acceptance by District and Construction Manager of Preliminary Work Schedule or Construction Schedule does not constitute responsibility whatsoever for accuracy or feasibility of schedules nor does such acceptance expressly or impliedly warrant, acknowledge or admit reasonableness of activities, logic, duration, manpower, cost or equipment loading stated or implied on schedules.
- 1.7. FORMAT**
 - 1.7.1. Prepare diagrams and supporting mathematical analyses using Precedence Diagramming Method, under concepts and methods outlined in AGC Construction Planning and Scheduling Manual.
 - 1.7.2. **Listings:** Reading from left to right, in ascending order for each activity.
 - 1.7.3. **Diagram Size:** 42 inches maximum height x width required.
 - 1.7.4. **Scale and Spacing:** To allow for legible notations and revisions.
 - 1.7.5. Illustrate order and interdependence of activities and sequence of Work.
 - 1.7.6. Illustrate complete sequence of construction by activity.
 - 1.7.7. Provide legend of symbols and abbreviations used.
- 1.8. COST AND SCHEDULE REPORTS**
 - 1.8.1. **Activity Analysis:** Tabulate each activity of network diagram and identify for each activity:
 - 1.8.1.1. Description.
 - 1.8.1.2. Interface with outside contractors or agencies.
 - 1.8.1.3. Number.
 - 1.8.1.4. Preceding and following number.
 - 1.8.1.5. Duration.
 - 1.8.1.6. Earliest start date, earliest finish date.
 - 1.8.1.7. Actual start date, actual finish date.
 - 1.8.1.8. Latest start date, latest finish date.
 - 1.8.1.9. Total and free float.
 - 1.8.1.10. Identification of critical path activity.
 - 1.8.1.11. Monetary value keyed to Schedule of Values.
 - 1.8.1.12. Manpower requirements.
 - 1.8.1.13. Responsibility.
 - 1.8.1.14. Percentage complete.
 - 1.8.1.15. Variance positive or negative.

- 1.8.2. **Cost Report:** Tabulate each activity of network diagram and identify for each activity, unless waived by the District in writing:
 - 1.8.2.1. Description.
 - 1.8.2.2. Number.
 - 1.8.2.3. Total cost.
 - 1.8.2.4. Percentage complete.
 - 1.8.2.5. Value prior to current period.
 - 1.8.2.6. Value this period.
 - 1.8.2.7. Value to date.
- 1.8.3. **Required Sorts:** List activities in sorts or groups:
 - 1.8.3.1. By activity number.
 - 1.8.3.2. By amount of float time in order of early start.
 - 1.8.3.3. By responsibility in order of earliest start date.
 - 1.8.3.4. In order of latest start dates.
 - 1.8.3.5. In order of latest finish dates.
 - 1.8.3.6. Application for payment sorted by Schedule of Values.
 - 1.8.3.7. Listing of activities on critical path.
- 1.8.4. Listing of basic input data which generates schedule.

1.9. CONSTRUCTION SCHEDULE

- 1.9.1. Contractor shall develop and submit a preliminary schedule of construction (or Preliminary Construction Schedule) during the procurement process or, if not then, and only with the District's written approval, within thirty (30) days after award of the Contract. That document shall comply with this Document and the Contract Documents. It shall be submitted in computer generated network format and shall be organized by Activity Codes representing the Contractor's intended sequencing of the Work, and with time scaled network diagrams of activities. The Preliminary Construction Schedule shall include activities such as mobilization, preparation of submittals, specified review periods, procurement items, fabrication items, milestones, and all detailed construction activities.
- 1.9.2. Upon District's acceptance of the Preliminary Construction Schedule, Contractor shall update the accepted Preliminary Construction Schedule until Contractor's Construction Schedule is fully developed and accepted within the first thirty (30) calendar days. Once approved by District, this shall become the Construction Schedule (or "Baseline Schedule"). This schedule shall include and identify all tasks that are on the Project's critical path with a specific determination of the start and completion of each critical path task, all contract milestones and each milestone's completion date(s) as may be required by the District, and the date of Project Completion. Since updates to the Construction Schedule are the basis for payment to Contractor, submittal and acceptance of the Construction Schedule and updates shall be a condition precedent to making of monthly payments, as indicated in the General Construction Provisions (Exhibit D to the Facilities Lease).
- 1.9.3. Failure to submit an adequate or accurate Preliminary Construction Schedule, Construction Schedule, updates thereto or failure to submit on established dates, will be considered a breach of Contract.
- 1.9.4. Failure to include any activity shall not be an excuse for completing all Work by required Completion Date.
- 1.9.5. Activities of long intervals shall be broken into increments no longer than fourteen (14) days or a value over \$20,000.00 unless approved by the District or it is non-construction activity for procurement and delivery.
- 1.9.6. The Construction Schedule shall comply with the following and include the following:
 - 1.9.6.1. Provide a written narrative describing Contractor's approach to mobilization, procurement, and construction during the first thirty (30) calendar days including crew sizes, equipment and material delivery, Site

- access, submittals, and permits.
- 1.9.6.2. Shall designate critical path or paths.
- 1.9.6.3. Procurement activities to include mobilization, shop drawings and sample submittals.
- 1.9.6.4. Identification of key and long-lead elements and realistic delivery dates.
- 1.9.6.5. Construction activities in units of whole days limited to fourteen (14) days for each activity except non-construction, procurement and delivery.
- 1.9.6.6. Approximate cost and duration of each activity.
- 1.9.6.7. Shall contain seasonal weather considerations.
- 1.9.6.8. Indicate a date for Project Completion that is no later than Completion Date subject to any time extensions processed as part of a Change Order.
- 1.9.6.9. Conform to mandatory dates specified in the Contract Documents.
- 1.9.6.10. Contractor shall allow for inclement weather in the Proposed Baseline Schedule by incorporating an activity titled "Rain Day Impact Allowance" as the last activity prior to the Completion Milestone. No other activities may be concurrent with it. The duration of the Rain Day Impact Allowance activity will in accordance with the Contract Documents, including "Computation of Time / Adverse Weather" in Exhibit D, and will be calculated from the Notice to Proceed until the Completion.
- 1.9.6.11. Level of detail shall correspond to complexity of work involved.
- 1.9.6.12. Indicate procurement activities, delivery, and installation of District furnished material and equipment.
- 1.9.6.13. Designate critical path or paths.
- 1.9.6.14. Subcontractor work at all levels shall be included in schedule.
- 1.9.6.15. As developed shall show sequence and interdependence of activities required for complete performance of Work.
- 1.9.6.16. Shall be logical and show a coordinated plan of Work.
- 1.9.6.17. Show order of activities and major points of interface, including specific dates of completion.
- 1.9.6.18. Duration of activities shall be coordinated with subcontractors and suppliers and shall be best estimate of time required.
- 1.9.6.19. Shall show description, duration and float for each activity.
- 1.9.7. **Activity.** An activity shall meet the following criteria:
 - 1.9.7.1. Any portion or element of Work or action that is precisely described, readily identifiable, and is a function of a logical sequential process.
 - 1.9.7.2. Descriptions shall be clear and concise. Beginning and end shall be readily verifiable. Starts and finishes shall be scheduled by logical restraints.
 - 1.9.7.3. Responsibility shall be identified with a single performing entity.
 - 1.9.7.4. Additional codes shall identify building, floor, and CSI classification.
 - 1.9.7.5. Assigned dollar value (cost-loading) of each activity shall cumulatively equal total contract amount. Mobilization, bond and insurance costs shall be separate. General requirement costs, overhead, profit, shall be prorated throughout all activities. Activity costs shall correlate with Schedule of Values.
 - 1.9.7.6. Assigned manpower requirement (resource loading) of each activity.
 - 1.9.7.7. Major construction equipment shall be assigned to each activity.
 - 1.9.7.8. Activities labeled start, continue or completion are not allowed.
- 1.9.8. **Equipment and Materials.** For major equipment and materials show a sequence of activities including:
 - 1.9.8.1. Preparation of shop drawings and sample submissions.
 - 1.9.8.2. Review of shop drawings and samples.
 - 1.9.8.3. Finish and color selection.

- 1.9.8.4. Fabrication and delivery.
 - 1.9.8.5. Erection or installation.
 - 1.9.8.6. Testing.
- 1.9.9. Include a minimum of fifteen (15) days prior to Completion Date for punch lists and clean up. No other activities shall be scheduled during this period.
- 1.10. SHORT INTERVAL SCHEDULE**
 - 1.10.1. The Four-Week Rolling Schedule shall be based on the most recent District Accepted Construction Schedule or Update. It shall include weekly updates to all construction, submittal, fabrication/procurement, and separate Work Contract activities. Contractor shall ensure that it accurately reflects the current progress of the Work.
 - 1.10.2. Shall be fully developed horizontal bar-chart-type schedule directly derived from Construction Schedule.
 - 1.10.3. Prepare schedule on sheet of sufficient width to clearly show data.
 - 1.10.4. Provide continuous heavy vertical line identifying first day of week.
 - 1.10.5. Provide continuous subordinate vertical line identifying each day of week.
 - 1.10.6. Identify activities by same activity number and description as Construction Schedule.
 - 1.10.7. Show each activity in proper sequence.
 - 1.10.8. Indicate graphically sequences necessary for related activities.
 - 1.10.9. Indicate activities completed or in progress for previous two (2) week period.
 - 1.10.10. Indicate activities scheduled for succeeding two (2) week period.
 - 1.10.11. Further detail may be added if necessary to monitor schedule.
- 1.11. REQUESTED TIME ADJUSTMENT SCHEDULE**
 - 1.11.1. Updated Construction Schedule shall not show a Completion Date later than the Contract Time, subject to any time extensions processed as part of a Change Order.
 - 1.11.2. If an extension of time is requested, a separate schedule entitled "Requested Time Adjustment Schedule" shall be submitted to District and Architect.
 - 1.11.3. Indicate requested adjustments in Contract Time which are due to changes or delays in completion of Work.
 - 1.11.4. Extension request shall include forecast of Project Completion date and actual achievement of any dates listed in Contract Documents.
 - 1.11.5. To the extent that any requests are pending at time of any Construction Schedule update, Time Adjustment Schedule shall also be updated.
 - 1.11.6. Schedule shall be a time-scaled network analysis.
 - 1.11.7. Accompany schedule with formal written time extension request and detailed impact analysis justifying extension.
 - 1.11.8. Time impact analysis shall demonstrate time impact based upon date of delay, and status of construction at that time and event time computation of all affected activities. Event times shall be those as shown in latest Construction Schedule.
 - 1.11.9. Activity delays shall not automatically constitute an extension of Contract Time.
 - 1.11.10. Failure of subcontractors shall not be justification for an extension of time.
 - 1.11.11. Float is not for the exclusive use or benefit of any single party. Float time shall be apportioned according to needs of project, as determined by the District.
 - 1.11.12. Float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended activity durations, or imposed dates shall **not** be allowed without the prior written permission of the District.
 - 1.11.13. Extensions will be granted only to extent that time adjustments to activities exceed total positive float of the critical path and extends Completion date.
 - 1.11.14. District shall not have an obligation to consider any time extension request unless requirements of Contract Documents, and specifically, but not limited to these requirements are complied with.
 - 1.11.15. District shall not be responsible or liable for any construction acceleration due to failure of District to grant time extensions under Contract Documents should requested adjustments in Contract Time not substantially comply with submission and justification

requirements of Contract for time extension requests.

- 1.11.16. In the event a Requested Time Adjustment Schedule and Time Impact Analysis are not submitted within ten (10) days after commencement of a delay it is mutually agreed that delay does not require a Contract Time extension.

1.12. RECOVERY SCHEDULE

- 1.12.1. When activities are behind Construction Schedule a supplementary Recovery Schedule shall be submitted.
- 1.12.2. Contractor shall prepare and submit to the District a Recovery Schedule at any time requested by the District, at no cost to the District.
- 1.12.3. Form and detail shall be sufficient to explain and display how activities will be rescheduled to regain compliance with Construction Schedule and to complete the Work by the Completion Date.
- 1.12.4. Maximum duration shall be one (1) month and shall coincide with payment period.
- 1.12.5. Ten (10) days prior to expiration of Recovery Schedule, Contractor shall have to show verification to determine if activities have regained compliance with Construction Schedule. Based upon this verification the following will occur:
 - 1.12.5.1. Supplemental Recovery Schedule will be submitted to address subsequent payment period
 - 1.12.5.2. Construction Schedule will be resumed.

1.13. UPDATING SCHEDULES

- 1.13.1. Review and update schedule at least ten (10) days prior to submitting an Application for Payment.
- 1.13.2. Maintain schedule to record actual prosecution and progress.
- 1.13.3. Identify approved Change Orders which affect schedule as separate new activities.
- 1.13.4. No other revisions shall be made to schedule unless authorized by District.
- 1.13.5. **Written Narrative Report:** Contractor shall include a written report to explain the Monthly Schedule Update. The narrative shall, at a minimum include the following headings with appropriate discussions of each topic:
 - 1.13.5.1. Activities or portions of activities completed during previous reporting period.
 - 1.13.5.2. Actual start dates for activities currently in progress.
 - 1.13.5.3. Deviations from critical path in days ahead or behind.
 - 1.13.5.4. List of major construction equipment used and any equipment idle.
 - 1.13.5.5. Number of personnel by craft engaged on Work during reporting period.
 - 1.13.5.6. Progress analysis describing problem areas.
 - 1.13.5.7. Current and anticipated delay factors and their impact.
 - 1.13.5.8. Proposed corrective actions and logic revisions for Recovery Schedule.
 - 1.13.5.9. Proposed modifications, additions, deletions and changes in logic of Construction Schedule.
 - 1.13.5.10. In updating the Schedule, Contractor shall not modify Activity ID numbers, schedule calculation rules/criteria, or the Activity Coding Structure required.
- 1.13.6. Schedule update will form basis upon which Tenant Improvement Payments will be made.
- 1.13.7. District will not be obligated to review or process Application for Payment until schedule and Progress Report have been submitted.

1.14. DISTRIBUTION

- 1.14.1. Following joint review and acceptance of updated schedules distribute copies to District, Architect, and all other concerned parties.
- 1.14.2. Instruct recipients to promptly report in writing any problem anticipated by projections shown in schedule.

2. PRODUCTS

2.1. SCHEDULING SOFTWARE

Contractor shall utilize District approved software for scheduling software and shall employ the Critical Path Method (CPM) in the development and maintenance of the Construction Schedule. The scheduling software shall be capable of being resource loaded with manpower, costs and materials. It shall also be capable of generating time-scaled logic diagrams, resource histograms and profiles, bar charts, layouts and reports with any and/or all activity detail.

2.2. ELECTRONIC DATA

Provide compact disk(s) that contain a back-up of the Proposed Baseline Schedule data on it. The electronic P6 files shall be saved in ".XER" type format.

SUBMITTALS

1. GENERAL

1.1. SUBMITTAL PROCEDURES – USE OF SOFTWARE

1.1.1. CONTRACTOR SHALL UTILIZE DISTRICT APPROVED SOFTWARE FOR THE SUBMITTAL PROCESS

- 1.1.2. Contractor shall transmit each submittal in conformance with requirements of this Document. For each submittal, Contractor shall:
 - 1.1.2.1. Sequentially number the transmittal forms. Resubmitted submittals must have the original number with an alphabetic suffix;
 - 1.1.2.2. Identify Project and Architect's project number, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate;
 - 1.1.2.3. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the Work and Contract Documents. Submittals without Contractor's stamp and signature will be returned without review.
- 1.1.3. Coordinate preparation and processing of submittals with performance of Work. Transmit each submittal sufficiently in advance of performance of Work to avoid delay.
 - 1.1.3.1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 1.1.3.2. Coordinate transmittal of different types of submittals for related parts of Work so processing will not be delayed because of the need to review submittals concurrently for coordination.
 - 1.1.3.3. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- 1.1.4. Comply with Contract Documents for list of submittals and time requirements for scheduled performance of Work.
- 1.1.5. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
- 1.1.6. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- 1.1.7. Provide space for Contractor and Architect review stamps.
- 1.1.8. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- 1.1.9. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- 1.1.10. Submittals not requested will not be recognized or processed. Submittals not requested will be returned without review.

1.2. SHOP DRAWINGS

- 1.2.1. Do not reproduce Contract Documents or copy standard information as the basis of shop drawings. Standard information prepared without specific reference to the Project is not a shop drawing.
- 1.2.2. Do not use or allow others to use Shop Drawings which have been submitted and have been rejected.

1.3. ELECTRONIC SUBMITTAL PROCESS

1.3.1. Submittal Procedure for Large Format shop drawings.

- 1.3.1.1. Contractor shall provide six (6) paper copies and of the large format Shop Drawings directly to the District and the Construction Manager (CM) and Contractor will provide an electronic transmittal (with a detailed description of the submittal including the subject, specification number and number of drawings) using the District approved software/program.

- 1.3.1.2. Contractor shall verify that the Submittal Schedule and all submittal log(s) are accurate and up to date.
- 1.3.1.3. The District and Architect will review and markup each Submittal and provide changes to Contractor for Contractor's incorporation into the Submittal.
- 1.3.1.4. This process will continue until the Contractor has provided a Submittal that is acceptable to the District and the Architect.
- 1.3.1.5. Once a Submittal is accepted, the District will provide a final accepted Submittal to the Contractor and the Contractor will closeout that one Submittal.
- 1.3.1.6. Contractor shall send one (1) copy of the completed record submittal of the large format documents to a vendor (Ford Graphics is suggested) and using the District approved software/program.
- 1.3.2. Product Data, Calculations and Small Format Drawings**
 - 1.3.2.1. Contractor shall upload/post one (1) electronic copy (from manufacturer's website or pre-scanned) of the product literature, data, calculations, and/or small format shop drawings using the District approved software/program with a Transmittal (with a detailed description of the submittal) directly to the CM.
 - 1.3.2.2. The District and Architect will review and markup each Submittal and provide changes to Contractor for Contractor's incorporation into the Submittal.
 - 1.3.2.3. This process will continue until the Contractor has provided a Submittal that is acceptable to the District and the Architect.
 - 1.3.2.4. Once a Submittal is accepted, the District will provide a final accepted Submittal to the Contractor and the Contractor will closeout that one Submittal.
 - 1.3.2.5. Contractor shall send one (1) copy of the completed record submittal of the large format documents to a vendor for scanning and posting using the District approved software/program.
- 1.3.3. Sample Submittal Procedure – (Product / Assembly Samples)**
 - 1.3.3.1. Contractor shall provide four (4) physical samples directly to the District and the CM and Contractor will provide an electronic transmittal (with a detailed description of the submittal including the subject, specification number and number of drawings) using the District approved software/program.
 - 1.3.3.2. The District and Architect will review and markup each Submittal and provide changes to Contractor for Contractor's incorporation into the Submittal.
 - 1.3.3.3. This process will continue until the Contractor has provided a Submittal that is acceptable to the District and the Architect.
 - 1.3.3.4. Once a Submittal is accepted, the District will provide a final accepted Submittal to the Contractor and the Contractor will closeout that one Submittal.
 - 1.3.3.5. Contractor shall send one (1) copy of the completed record submittal of the large format documents to a vendor (Ford Graphics is suggested) for using the District approved software/program.

1.4. PRODUCT DATA

In addition to the above requirements, mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.

1.5. SAMPLES

- 1.5.1. In addition to the above requirements, submit samples to illustrate functional and aesthetic characteristics of the Product in accordance with this Document, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- 1.5.2. Where specific colors or patterns are not indicated, provide materials and products specified in the full range of color, texture and pattern for selection by District. Range shall include standard stocked color/texture/pattern, standard color/texture/pattern not stocked, but available from manufacturer, and special color/ texture/pattern

available from manufacturer as advertised in product data and brochures. Unless otherwise indicated in individual specification sections, District may select from any range at no additional cost to District.

- 1.5.3. Include identification on each sample, with full Project information.
- 1.5.4. Submit the number of samples that Contractor requires, plus one that will be retained by Architect and one by District.
- 1.5.5. Reviewed samples which may be used in the Work are indicated in individual specification Sections.

1.6. MANUFACTURER'S INSTRUCTION

- 1.6.1. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- 1.6.2. Identify conflicts between manufacturers' instructions and Contract Documents.

1.7. MANUFACTURER'S CERTIFICATES

- 1.7.1. When specified in individual specification Sections, submit manufacturers' certificate to Architect for review, in quantities specified for Product Data.
- 1.7.2. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.
- 1.7.3. Certificates may be recent or previous test results on material or Product, but must be acceptable to District.

1.8. MOCK-UP

- 1.8.1. Where indicated, provide mock-ups as required. Mock-ups shall be prepared per the specifications and shall accurately and reasonably represent the quality of construction the Contractor will provide. If the mock-up or portions thereof do not adequately represent the quality of the work specified, the Contractor shall modify it as needed.
- 1.8.2. Once completed to the District's satisfaction, the mock-up shall serve as the standard of quality for the work.
- 1.8.3. All mock-ups, at District's option, shall remain the property of the District. If not required by the District, Contractor shall remove and dispose of the mock-up.
- 1.8.4. Where indicated, on-site mock-ups, if accepted, may be integrated into the Work.

1.9. DEFERRED APPROVAL REQUIREMENTS

- 1.9.1. Installation of deferred approval items shall not be started until detailed plans, specifications, and engineering calculations have been accepted and signed by the Architect or Engineer in general responsible charge of design and signed by a California registered Architect or professional engineer who has been delegated responsibility covering the work shown on a particular plan or specification and approved by the Division of the State Architect (DSA). Deferred approval items for this Project are as indicated in the Contract Documents.
- 1.9.2. Deferred approval drawings and specifications become part of the approved documents for the Project when they are submitted to and approved by DSA.
- 1.9.3. Submit material using electronic submittal process as defined above.
- 1.9.4. Identify and specify all supports, fasteners, spacing, penetrations, etc., for each of the deferred approval items, including calculations for each and all fasteners.
- 1.9.5. Submit documents to Architect for review prior to requesting that the Architect forward it to the DSA.
- 1.9.6. Documents shall bear the stamp and signature of the Structural, Mechanical, or Electrical Engineer licensed in California who is responsible for that work.
- 1.9.7. Architect and its subconsultants will review the documents only for conformance with design concept. The Architect will then forward the Submittal to DSA for approval.
- 1.9.8. Contractor shall respond to review comments made by DSA and revise and resubmit submittal to the Architect for re-submittal to DSA for final approval.

REGULATORY REQUIREMENTS

1. GENERAL

1.1. DESCRIPTION

This section covers the general requirements for regulatory requirements pertaining to the Work and is supplementary to all other regulatory requirements mentioned or referenced elsewhere in the Contract Documents.

1.2. REQUIREMENTS OF REGULATORY AGENCIES

- 1.2.1.** All statutes, ordinances, laws, rules, codes, regulations, standards, and the lawful orders of all public authorities having jurisdiction of the Work, are hereby incorporated into the Contract Documents as if repeated in full herein and are intended to be included in any reference to Code or Building Code, unless otherwise specified, including, without limitation, the references in the list below. Contractor shall make available at the Site copies of all the listed documents applicable to the Work as the District and/or Architect may request, including, without limitation, applicable portions of the California Code of Regulations (C.C.R.).
- 1.2.2.** This Project shall be governed by applicable regulations, including, without limitation, the State of California's Administrative Regulations for the Division of the State Architect-Structural Safety (DSA/SS), Chapter 4, Part 1, Title 24, C.C.R., and the most current version on the date the Contract is executed and as it pertains to school construction including, without limitation:
 - 1.2.2.1.** Test and testing laboratory pursuant to Section 4-335 (District shall pay for the testing laboratory).
 - 1.2.2.2.** All special inspections pursuant to Section 4-333(d).
 - 1.2.2.3.** Contractor shall submit verified reports pursuant to Section 4-336 & 4-343(c).
 - 1.2.2.4.** Administration
 - 1.2.2.4.1.** Duties of the Architect and Engineers shall be pursuant to Section and 4-341.
 - 1.2.2.4.2.** Duties of Contractor shall be pursuant Section 4-343.
 - 1.2.2.4.3.** Verified Reports shall be pursuant to Section 4-336.
 - 1.2.2.5.** Contractor shall keep and make available a copy of Part 1 and 2 of the most current version of C.C.R., Title 24 at the Site during construction.
 - 1.2.2.6.** Contractor shall notify the Division of State Architect (DSA) upon the start of construction pursuant to Section 4-331.
 - 1.2.2.7.** Addenda and Change Orders shall be pursuant to Section 4-338.
- 1.2.3.** Items of deferred approval shall be clearly marked on the first sheet of the Architect's and/or Engineer's approved Drawings. All items later submitted for approval shall be pursuant to Title 24 requirements to the DSA.
 - 1.2.3.1.** Building Standards Administrative Code, C.C.R., Title 24, Part 1..
 - 1.2.3.2.** California Building Code (CBC), C.C.R., Title 24, Part 2.; (Uniform Building code volumes 1-3 and California Amendments).
 - 1.2.3.3.** California Electrical Code (CEC), C.C.R., Title 24, Part 3 ; (National Electrical Code and California Amendments).
 - 1.2.3.4.** California Mechanical Code (CMC), C.C.R., Title 24, Part 4 ; (Uniform Mechanical Code and California Amendments).
 - 1.2.3.5.** California Plumbing Code (CPC), C.C.R., Title 24, Part 5; (Uniform Plumbing Code and California Amendments).
 - 1.2.3.6.** California Fire Code (CFC), C.C.R., Title 24, Part 9; (Fire Plumbing Code and California Amendments).
 - 1.2.3.7.** California Referenced Standards Code, C.C.R., Title 24, Part 12.
 - 1.2.3.8.** State Fire Marshal Regulations, C.C.R., Title 19, Public Safety.
 - 1.2.3.9.** Partial List of Applicable NFPA Standards:
 - 1.2.3.9.1.** NFPA 13 - Automatic Sprinkler System.

- 1.2.3.9.2. NFPA 14 - Standpipes Systems.
- 1.2.3.9.3. NFPA 17A - Wet Chemical System
- 1.2.3.9.4. NFPA 24 - Private Fire Mains.
- 1.2.3.9.5. (California Amended) NFPA 72 - National Fire Alarm Codes.
- 1.2.3.9.6. NFPA 253 - Critical Radiant Flux of Floor Covering System.
- 1.2.3.9.7. FPA 2001 - Clean Agent Fire Extinguishing Systems.
- 1.2.3.10. California Division of the State Architect Interpretation of Regulations Manual.

TESTING LABORATORY SERVICES

1. GENERAL

1.1. REFERENCES

- 1.1.1. ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- 1.1.2. ASTM E329 - Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.
- 1.1.3. CBC - California Building Code.
- 1.1.4. UBC - Uniform Building Code.
- 1.1.5. Title 24, Parts 1 and 2, of the California Code of Regulations. Contractor shall keep a copy of these available at the job Site for ready reference during construction
- 1.1.6. DSA - Division of the State Architect, Office of Regulation Services, Structural Safety Section. DSA shall be notified at or before the start of construction.

1.2. OBSERVATION AND SUPERVISION

- 1.2.1. The District and Construction Manager or their appointed representatives will review the Work and the Contractor shall provide facilities and access to the Work at all times as required to facilitate this review. Administration by the Architect and any consulting Structural Engineer will be in accordance with applicable regulations, including, without limitation, 24 C.C.R. §4-341.
- 1.2.2. One or more Project Inspector(s) approved by DSA and employed by or in contract with the District("Project Inspector"), will observe the Work in accordance with 24 C.C.R. §§4-333(b) and 4-342:
- 1.2.3. Project Inspector shall have access to the Work wherever it is in preparation or progress for ascertaining that the Work is in accordance with the Contract Documents and all applicable code sections. Contractor shall provide facilities and access as required and shall provide assistance for sampling or measuring materials.
 - 1.2.3.1. Project Inspector will notify District and Architect and inform Contractor of any observed failure of Work or material to conform to Contract Documents.
 - 1.2.3.2. The Project Inspector shall observe and monitor all testing and inspection activities required.
- 1.2.4. Contractor shall conform with all applicable laws as indicated in the Contract Documents, including, without limitation, to 24 C.C.R. §4-343. Contractor shall supervise and direct the Work and maintain a competent superintendent on the Project who is authorized to act in all matters pertaining to the Work. The Contractor shall inspect all materials, as they arrive, for compliance with the Contract Documents. Contractor shall reject defective Work or materials immediately upon delivery or failure of the Work or material to comply with the Contract Documents. The Contractor shall submit verified reports as indicated in the Contract Documents, including, without limitation, the Specifications and as required by 24 C.C.R. §4-336.

1.3. TESTS AND INSPECTIONS

- 1.3.1. Contractor shall be responsible for notifying District and Project Inspector of all required tests and inspections. Contractor shall notify District and Project Inspector forty-eight (48) hours in advance of performing any Work requiring testing or inspection.
- 1.3.2. Contractor shall provide access to Work to be tested and furnish incidental labor, equipment, and facilities to facilitate all inspections and tests.
- 1.3.3. District will pay for first inspections and tests required by the Title 24 and other inspections or tests that District and/or Architect may direct to have made, including, but not limited to, the following principal items:
 - 1.3.3.1. Tests and observations for earthwork and pavings.
 - 1.3.3.2. Tests for concrete mix designs, including tests of trial batches.
 - 1.3.3.3. Tests and inspections for structural steel work.
 - 1.3.3.4. Field tests for framing lumber moisture content.

- 1.3.3.5. Additional tests directed by District that establish that materials and installation comply with the Contract Documents.
 - 1.3.3.6. Test and observation of welding and expansion anchors.
 - 1.3.3.7. Factory observation of components and assembly of modular prefabrication structures and buildings.
 - 1.3.4. District may at its discretion, pay and then back charge Contractor for:
 - 1.3.4.1. Retests or reinspections, if required, and tests or inspection required due to Contractor error or lack of required identifications of material.
 - 1.3.4.2. Uncovering of work in accordance with Contract Documents.
 - 1.3.4.3. Testing done on weekends, holidays, and overtime will be chargeable to Contractor for the overtime portion.
 - 1.3.4.4. Testing done off site.
 - 1.3.5. Testing and inspection reports and certifications:
 - 1.3.5.1. If initially received by Contractor, Contractor shall provide to each of the following a copy of the agency or laboratory report of each test or inspection or certification: District; Construction Manager, if any; Architect; Consulting Engineer, if any; Other Engineers on the Project, as appropriate; and; Project Inspector.
 - 1.3.5.2. When the test or inspection is one required by the Title 24, a copy of the report shall also be provided to the DSA.
- 1.4. **SELECTION AND PAYMENT**
 - 1.4.1. District's hiring of Testing Laboratory shall in no way relieve Contractor of its obligation to perform work in accordance with requirements of Contract Documents.
- 1.5. **CONTRACTOR RESPONSIBILITIES**
 - 1.5.1. Submit proposed items for testing as required herein and/or as further required in the Contract Documents to Architect for review in accordance with applicable specifications.
 - 1.5.2. Cooperate with Laboratory personnel, and provide access to the Work and to manufacturer's facilities.
 - 1.5.3. Notify Architect, District, and Testing Laboratory 48 hours prior to expected time for operations requiring inspection and testing services.
 - 1.5.4. When tests or inspections cannot be performed after such notice, reimburse District for Laboratory personnel and travel expenses incurred due to the Contractor's negligence.
 - 1.5.5. Contractor shall notify District a sufficient time in advance of the manufacture of material to be supplied by Contractor pursuant to the Contract Documents, which must by terms of the Contract be tested, in order that the District may arrange for the testing of same at the source of supply.
 - 1.5.5.1. Any material shipped by the Contractor from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice that such testing and inspection will not be required shall not be incorporated in the Work.
 - 1.5.6. Contract and pay for services of District's Testing Laboratory to perform additional inspections, sampling and testing required when initial tests indicate Contractor's work and/or materials does not comply with Contract Documents.
- 1.6. **PROJECT INSPECTOR'S ACCESS TO SITE**
 - 1.6.1. A Project Inspector employed by the District in accordance with the requirement of State of California Code of Regulations, Title 24, Part 1 will be assigned to the Work. Project Inspector's duties are specifically defined in 24. C.C.R. §4-342, and as indicated in the General Construction Provisions (Exhibit D to the Facilities Lease).
 - 1.6.2. District and Construction Manager shall at all times have access for the purpose of inspection to all parts of the Work and to the shops wherein the Work is in preparation, and Contractor shall at all times maintain proper facilities and provide safe access for such inspection.

- 1.6.3. The Work in all stages of progress shall be subject to the personal continuous observation of the Inspector. Inspector shall have free access to any or all parts of the Work at any time. Contractor shall furnish the Inspector reasonable facilities for obtaining such information as may be necessary to keep Inspector fully informed respecting the progress and manner of the Work and the character of the materials. Inspection of the Work shall not relieve the Contractor from any obligation set forth in the Contract Documents.
- 1.6.4. The Inspector is not authorized to change, revoke, alter, enlarge or decrease in any way any requirement of the Contract Documents, drawings, specifications or subsequent change orders.
- 1.6.5. Whenever there is insufficient evidence of compliance with any of the provisions of Title 24 or evidence that any material or construction does not conform to the requirements of Title 24, the Division of the State Architect may require tests as proof of compliance. Test methods shall be as specified herein or by other recognized and accepted test methods determined by the Division of the State Architect. All tests shall be performed by a testing laboratory accepted by the Division of the State Architect.

TEMPORARY FACILITIES AND CONTROLS

1. GENERAL

1.1. LOGISTICS PLAN

Contractor shall provide to the District for prior approval the Contractor's mobilization and logistics plan for the Site which shall include, at a minimum, the provisions herein.

1.2. TEMPORARY UTILITIES

1.2.1. Electric Power and Lighting

1.2.1.1. Contractor will furnish and pay for power during the course of the work to the extent power is not in the building(s) or on the Site. Contractor shall be responsible for providing temporary facilities required on the Site to point of intended use.

1.2.1.2. Contractor shall furnish, wire for, install, and maintain temporary electrical lights wherever it is necessary to provide illumination for the proper performance and/or observation of the Work: a minimum of 20 foot-candles for rough work and 50 foot-candles for finish work.

1.2.1.3. Contractor shall be responsible for maintaining existing lighting levels in the Project vicinity should temporary outages or service interruptions occur.

1.2.2. Heat and Ventilation

1.2.2.1. Contractor shall provide temporary heat to maintain environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation and curing of materials, and to protect materials and finishes from damage due to improper temperature and humidity conditions. Portable heaters shall be standard units complete with controls.

1.2.2.2. Contractor shall provide forced ventilation and dehumidification, as required, of enclosed areas for proper installation and curing of materials, to disperse humidity, and to prevent accumulations of dust, fumes, vapors, and gases.

1.2.2.3. Contractor shall pay the costs of installation, maintenance, operation, and removal of temporary heat and ventilation, including costs for fuel consumed, required for the performance of the Work.

1.2.3. Water

1.2.3.1. Contractor will furnish and pay for water during the course of the work. Contractor shall be responsible for providing temporary facilities required.

1.2.3.2. Contractor shall make potable water available for human consumption.

1.2.4. Sanitary Facilities

1.2.4.1. Contractor shall provide sanitary temporary facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The facilities shall be maintained in a sanitary condition at all times and shall be left at the Site until removal is directed by the Project Inspector or Contractor completes all Work.

1.2.4.2. Use of toilet facilities in the Work shall not be permitted except by consent of the Project Inspector and District.

1.2.5. Telephone and Internet Service

1.2.5.1. Contractor shall arrange with local telephone and internet service company(ies) for service for the performance of the Work. Contractor shall, at a minimum, provide in all District field offices, one line for telephone, one line for fax machine, and one line for internet access. The Phone equipment must include speakerphone, intercom, conference call, flash, redial, call hold and voice mail. Internet speed spec should be 25/25 mbps or faster and WiFi speed specification shall utilize 802.11AC IEE standard or better.

1.2.5.2. Contractor shall pay the costs for internet, telephone, and fax lines installation, maintenance, service, and removal; for Construction Site Office, Construction Manager's Office and Inspector's Office.

1.2.6. Fire Protection:

- 1.2.6.1. Contractor shall provide and maintain fire extinguishers and other equipment for fire protection. Such equipment shall be designated for use for fire protection only and shall comply with all requirements of the California Fire, State Fire Marshall and/or its designee.
- 1.2.6.2. Where on-site welding and burning of steel is unavoidable, Contractor shall provide protection for adjacent surfaces.

1.2.7. Custodial Service and Trash Removal:

Contractor shall provide custodial service and trash removal on a timely basis, not less than weekly for all Site Offices, restroom(s), and the Site.

1.2.8. Temporary Facilities:

- 1.2.8.1. Contractor shall coordinate floor plan and location of electrical, telephone, data outlets with District prior to ordering and delivering the trailer.
- 1.2.8.2. Contractor shall provide the following minimum facilities, trailers, offices, and services, fully furnished for the exclusive use by the District including desks, chairs, plan tables, etc.:
 - 1.2.8.2.1. One (1) office trailer with two (2) separate offices with windows and lockable doors
 - 1.2.8.2.2. One (1) bathroom
 - 1.2.8.2.3. One (1) conference room with a table and adequate seating for twelve (12)
- 1.2.8.3. Contractor will provide furnishings in the following quantities, to be set in rooms and position as directed by the District upon delivery:
 - 1.2.8.3.1. **1 per office** rolling mid-back task chairs, with arms
 - 1.2.8.3.2. **1 per office space:** double pedestal metal desks, 29" x 72" x 36", HON or equal
 - 1.2.8.3.3. **1 per office space and in meeting conference area:** metal bookcases, three shelf, 41"x34"x12"
 - 1.2.8.3.4. 1 resin folding table 29"x30"x72"
 - 1.2.8.3.5. 8 padded meeting chairs, Global or equal
 - 1.2.8.3.6. **1 per office:** four drawer, legal size lateral files, HON 500 series or equal
 - 1.2.8.3.7. Provide and install 2 "Plan-Hold" wall-mounted 42" wide plan racks with 36 individual plan holders each
 - 1.2.8.3.8. Provide and install 1 large white board in one conference room, 48" 72"
 - 1.2.8.3.9. Provide and install 1 large tack board in one conference room 48" x 72"
 - 1.2.8.3.10. Provide Canon all-in-one copier, printer, fax and printer, model Image Class MF733CDW or equal, with maintenance plan

1.3. CONSTRUCTION AIDS

1.3.1. Plant and Equipment:

- 1.3.1.1. Contractor shall furnish, operate, and maintain a complete plant for fabricating, handling, conveying, installing, and erecting materials and equipment; and for conveyances for transporting workmen. Include elevators, hoists, debris chutes, and other equipment, tools, and appliances necessary for performance of the Work.
- 1.3.1.2. Contractor shall maintain plant and equipment in safe and efficient operating condition. Damages due to defective plant and equipment, and uses made thereof, shall be repaired by Contractor at no expense to the District.
- 1.3.2. No District tools or equipment shall be used by Contractor for the performance of the Work.

1.4. BARRIERS AND ENCLOSURES

- 1.4.1. Contractor shall obtain District's written permission for locations and types of temporary barriers and enclosures, including fire-rated materials proposed for use, prior to their installation.
- 1.4.2. Contractor shall provide a six (6) foot high, chain link perimeter fence with post driven into the ground and fabric screen as a temporary barrier around construction area. Contractor shall provide and maintain temporary enclosures to prevent public entry and to protect persons using other buildings and portions of the Site and/or Premises. Contractor shall remove temporary fence, barriers and enclosure upon Completion of the Work.
- 1.4.3. Contractor shall provide site access to existing facilities for persons using other buildings and portions of the Site, the public, and for deliveries and other services and activities.

1.5. SECURITY

- 1.5.1. Contractor shall secure all construction equipment, machinery and vehicles, park and store only within fenced area, and render inoperable during non-work hours. Contractor is responsible for insuring that no construction materials, tools, equipment, machinery or vehicles can be used for unauthorized entry or other damage or interference to activities and security of existing facilities adjacent to and in the vicinity of the Project Site(s).
- 1.5.2. Contractor shall provide a security guard located on the Project Site(s) during non-working hours.

1.6. TEMPORARY CONTROLS

1.6.1. Noise Control

- 1.6.1.1. Contractor acknowledges that adjacent facilities may remain in operation during all or a portion of the Work, and it shall take all reasonable precautions to minimize noise as required by applicable laws and the Contract Documents.
- 1.6.1.2. Notice of proposed noisy operations, including without limitation, operation of pneumatic demolition tools, concrete saws, and other equipment, shall be submitted to District a minimum of forty-eight (48) hours in advance of their performance.

1.6.2. Noise and Vibration

- 1.6.2.1. Equipment and impact tools shall have intake and exhaust mufflers.
- 1.6.2.2. Contractor shall cooperate with District to minimize and/or cease the use of noisy and vibratory equipment if that equipment becomes objectionable by its longevity.

1.6.3. Dust and Dirt

- 1.6.3.1. Contractor shall conduct demolition and construction operations to minimize the generation of dust and dirt, and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities, and off-site adjacent properties.
- 1.6.3.2. Contractor shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.
- 1.6.3.3. Contractor shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins, and as otherwise required by local and state ordinance.
- 1.6.3.4. Contractor shall prevent dust and dirt from accumulating on walks, roadways, parking areas, and planting, and from washing into sewer and storm drain lines.

1.6.4. Water

Contractor shall not permit surface and subsurface water, and other liquids, to accumulate in or about the vicinity of the Premises. Should accumulation develop, Contractor shall control the water or other liquid, and suitably dispose of it by means of temporary pumps, piping, drainage lines, troughs, ditches, dams, or other methods.

1.6.5. Pollution

1.6.5.1. No burning of refuse, debris, or other materials shall be permitted on or in the vicinity of the Premises.

1.6.5.2. Contractor shall comply with applicable regulatory requirements and anti-pollution ordinances during the conduct of the Work including, without limitation, demolition, construction, and disposal operations.

1.6.6. Lighting

If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

1.7. JOB SIGN(S)

1.7.1. General:

1.7.1.1. Contractor shall provide and maintain and locate a Project identification sign with the design, text, and colors designated by District and/or the Architect. Sign shall be protected in place and maintained by the Contractor.

1.7.1.2. Signs other than the specified Project sign and or signs required by law, for safety, or for egress, shall not be permitted, unless otherwise approved in advance by the District.

1.7.2. Materials:

1.7.2.1. Structure and Framing: Structurally sound, new or used wood or metal; wood shall be nominal 3/4-inch exterior grade plywood.

1.7.2.2. Sign Surface: Minimum 3/4-inch exterior grade plywood.

1.7.2.3. Sign shall be mounted on 4"x4" wooden posts embedded at least thirty six (36) inches into the soil or placed in concrete.

1.7.2.4. Paint: Exterior quality, of type and colors selected by the District and/or the Architect.

1.7.3. Fabrication:

1.7.3.1. Contractor shall fabricate to provide smooth, even surface for painting.

1.7.3.2. Size: 4'-0" x 8'-0", unless otherwise indicated.

1.7.3.3. Contractor shall paint exposed surfaces of supports, framing, and surface material with exterior grade paint: one coat of primer and one coat of finish paint.

1.7.3.4. Text and Graphics: As indicated.

1.8. PUBLICITY RELEASES

Contractor shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and other public communications medium, including, without limitation, on website(s). Contractor shall not bring anyone onto the Project Site(s) during or after construction for the purpose of publicity or marketing without prior written permission of the District.

SITE STANDARDS

1. GENERAL

1.1. REQUIREMENTS OF THE DISTRICT

1.1.1. Drug-Free Schools and Safety Requirements:

- 1.1.1.1. No drugs, alcohol, smoking or the use of tobacco products are allowed at any time in any buildings, Contractor-owned vehicles or vehicles owned by others while on District property. No students, staff, visitors, or contractors are to use drugs on these sites.
- 1.1.1.2. Contractor shall post: "Non-Smoking Area" in a highly visible location on Site. Contractor may designate a smoking area outside of District property within the public right-of-way, provided that this area remains quiet and unobtrusive to adjacent neighbors. This smoking area must be kept clean at all times.
- 1.1.1.3. Contractor shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision.

- 1.1.2. **Language:** Unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language toward students or public will not be allowed.

1.1.3. Disturbing the Peace (Noise and Lighting):

- 1.1.3.1. Contractor shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.
- 1.1.3.2. District reserves the right to prohibit the use of radios at the Site, except for handheld communication radios.
- 1.1.3.3. If portable lights are used after dark, the lights must be located so as not to direct light into neighboring properties.

1.1.4. Traffic:

- 1.1.4.1. Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require. Contractor shall not have any deliveries to the Project during the hour before school begins at the Site and during the half hour after school ends at the Site without prior written permission from the Construction Manager or the District.
- 1.1.4.2. All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by District in advance.
- 1.1.4.3. District shall designate a construction entry to the Site. If Contractor requests, District determines it is required, and to the extent possible, District shall designate a staging area so as not to interfere with the normal functioning of school facilities. Location of gates and fencing shall be approved in advance with District and at Contractor's expense.
- 1.1.4.4. Parking areas shall be reviewed and approved by District in advance. No parking is to occur under the drip line of trees or in areas that could otherwise be damaged.
- 1.1.4.5. All of the above shall be observed and complied with by the Contractor and all workers on the Site. Failure to follow these directives could result in individual(s) being suspended or removed from the work force at the discretion of the District. The same rules and regulations shall apply equally to delivery

personnel, inspectors, consultants, and other visitors to the Site.

TEMPORARY TREE AND PLANT PROTECTION

WHERE SUBSTANTIAL TREE PROTECTION WILL BE REQUIRED ON THE SITE, OBTAIN AN ARBORIST TO REVIEW THIS DOCUMENT PRIOR TO CONSTRUCTION.

1. GENERAL

1.1. SUMMARY

This Document includes the protection and trimming of existing trees that interfere with, or are affected by, execution of the Work, whether temporary or permanent construction.

1.2. DEFINITIONS

Tree Protection Zone: Area surrounding individual trees or groups of trees to remain during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

1.3. SUBMITTALS

- 1.3.1. **Product Data:** For each type of product indicated.
- 1.3.2. **Tree Pruning Schedule:** Written schedule from arborist detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
- 1.3.3. **Qualification Data:** For tree service firm and arborist.
- 1.3.4. **Certification:** From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
- 1.3.5. **Maintenance Recommendations:** From arborist, for care and protection of trees affected by construction during and after completing the Work.

1.4. QUALITY ASSURANCE

- 1.4.1. **Tree Service Firm Qualifications:** An experienced tree service firm that has successfully completed tree protection and trimming work similar to that required for this Project and that will assign an experienced, qualified arborist to Project Site(s) during execution of tree protection and trimming.
- 1.4.2. **Arborist Qualifications:** An arborist certified by ISA (International Society of Arboriculture) or licensed in the jurisdiction where Project is located.
- 1.4.3. **Tree Pruning Standard:** Comply with ANSI A300 (Part 1), "Tree, Shrub, and Other Woody Plant Maintenance--Standard Practices (Pruning)."
 - 1.4.3.1. Before tree protection and trimming operations begin, meet with District to review tree protection and trimming procedures and responsibilities.

2. PRODUCTS

2.1. MATERIALS

- 2.1.1. **Drainage Fill:** Selected crushed stone, or crushed or uncrushed gravel, washed, ASTM D 448, Size 24, with 90 to 100 percent passing a 2-1/2-inch (63-mm) sieve and not more than 10 percent passing a 3/4-inch (19-mm) sieve.
- 2.1.2. **Topsoil:** Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 1 inch (25 mm) in diameter; and free of weeds, roots, and toxic and other nonsoil materials.
 - 2.1.2.1. Obtain topsoil only from well-drained sites where topsoil is 4 inches (100 mm) deep or more; do not obtain from bogs or marshes.
- 2.1.3. **Filter Fabric:** Manufacturer's standard, nonwoven, pervious, geotextile fabric of polypropylene, nylon, or polyester fibers.
- 2.1.4. **Chain-Link Fence:** Metallic-coated steel chain-link fence fabric of 0.120-inch- (3-mm-) diameter wire; a minimum of 48 inches (1200 mm) high; with 1.9-inch- (48-mm-) diameter line posts; 2-3/8-inch- (60-mm-) diameter terminal and corner posts; 1-5/8-inch- (41-mm-) diameter top rail; and 0.177-inch- (4.5-mm-) diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.

- 2.1.5. Select mulch as recommended by arborist or landscape architect.
- 2.1.6. Organic Mulch: Use shredded hardwood, ground or shredded bark, or wood and bark chips, all free of deleterious materials.

3. EXECUTION

3.1. PREPARATION

- 3.1.1. Temporary Fencing: Install temporary fencing around tree protection zones to protect remaining trees and vegetation from construction damage. Maintain temporary fence and remove when construction is complete.
- 3.1.2. Install chain-link fence according to ASTM F 567 and manufacturer's written instructions.
- 3.1.3. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
- 3.1.4. Mulch areas inside tree protection zones and other areas indicated.
 - 3.1.4.1. Select mulch as recommended by arborist or landscape architect.
 - 3.1.4.2. Apply 2-inch (50-mm) to 3-inch (75-mm) average thickness of organic mulch. Do not place mulch within 6 inches (150 mm) of tree trunks.
- 3.1.5. Do not store construction materials, debris, or excavated material inside tree protection zones. Do not permit vehicles or foot traffic within tree protection zones; prevent soil compaction over root systems.
- 3.1.6. Maintain tree protection zones free of weeds and trash.
- 3.1.7. Do not allow fires within tree protection zones.

3.2. EXCAVATION

- 3.2.1. Install shoring or other protective support systems to minimize sloping or benching of excavations where construction or utility excavation is near trees to be protected.
- 3.2.2. Do not excavate within tree protection zones, unless otherwise indicated.
- 3.2.3. Where excavation for new construction is required within tree protection zones, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks and comb soil to expose roots.
 - 3.2.3.1. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.
- 3.2.4. Where utility trenches are required within tree protection zones, tunnel under or around roots by drilling, auger boring, pipe jacking, or digging by hand.
 - 3.2.4.1. Root Pruning: Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots with sharp pruning instruments; do not break or chop.

3.3. REGRADING

- 3.3.1. Grade Lowering: Where new finish grade is indicated below existing grade around trees, slope grade beyond tree protection zones. Maintain existing grades within tree protection zones.
- 3.3.2. Grade Lowering: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist, unless otherwise indicated.
 - 3.3.2.1. Root Pruning: Prune tree roots exposed during grade lowering. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots with sharp pruning instruments; do not break or chop.
- 3.3.3. Minor Fill: Where existing grade is 6 inches (150 mm) or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.
- 3.3.4. Moderate Fill: Where existing grade is more than 6 inches (150 mm) but less than 12 inches (300 mm) below elevation of finish grade, place drainage fill, filter fabric, and

topsoil on existing grade as follows:

- 3.3.4.1. Carefully place drainage fill against tree trunk approximately 2 inches (50 mm) above elevation of finish grade and extend not less than 18 inches (450 mm) from tree trunk on all sides. For balance of area within drip-line perimeter, place drainage fill up to 6 inches (150 mm) below elevation of grade.
- 3.3.4.2. Place filter fabric with edges overlapping 6 inches (150 mm) minimum.
- 3.3.4.3. Place fill layer of topsoil to finish grade. Do not compact drainage fill or topsoil. Hand grade to required finish elevations.

3.4. TREE PRUNING

- 3.4.1. Prune trees to remain that are affected by temporary and permanent construction.
- 3.4.2. Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by arborist.
- 3.4.3. Pruning Standards: Prune trees according to ANSI A300 (Part 1), as recommended by arborist report.
- 3.4.4. Adjust pruning requirements per arborist's recommendations.
- 3.4.5. Cut branches with sharp pruning instruments; do not break or chop.
- 3.4.6. Modify below to specific project requirements.
- 3.4.7. Chip removed tree branches and dispose of or spread over areas identified by District.

3.5. TREE REPAIR AND REPLACEMENT

- 3.5.1. Promptly repair trees damaged by construction operations within 24 hours. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
- 3.5.2. Remove and replace trees indicated to remain that die or are damaged during construction operations or that are incapable of restoring to normal growth pattern.
 - 3.5.2.1. Provide new trees of 6-inch (150-mm) caliper size and of a when damaged trees more than 6 inches (150 mm) in caliper size, measured 12 inches (300 mm) above grade, are required to be replaced. Plant and maintain new trees as specified in Contract Documents.
- 3.5.3. Where recommended by arborist report, aerate surface soil, compacted during construction, 10 feet (3 m) beyond drip line and no closer than 36 inches (900 mm) to tree trunk. Drill 2-inch (50-mm) diameter holes a minimum of 12 inches (300 mm) deep at 24 inches (600 mm) o.c. Backfill holes with an equal mix of augered soil and sand.

3.6. DISPOSAL OF WASTE MATERIALS

- 3.6.1. Burning is not permitted.
- 3.6.2. Disposal: Remove excess excavated material and displaced trees from Site.

STORM WATER POLLUTION PREVENTION PLAN – CONSTRUCTION

PURSUANT TO THE PROVISIONS OF EXHIBIT D AND THE CONTRACT DOCUMENTS, CONTRACTOR SHALL PERFORM THE WORK OF THE PROJECT RELATED TO BEING THE DISTRICT'S QUALIFIED SWPPP (STORM WATER POLLUTION PREVENTION PLAN) PRACTITIONER ("QSP"). THE CONTRACTOR SHALL COMPLY WITH THE FOLLOWING PROVISIONS AND THE SWPPP. IF THE SWPPP CONTAINS OTHER MORE DETAILED OR CONFLICTING PROVISIONS AND/OR REQUIRES THE CONTRACTOR TO TAKE OTHER ACTIONS OR ACTIVITIES, THE CONTRACTOR MUST COMPLY WITH THE SWPPP.

1. INTRODUCTION

- 1.1. In order to enroll in the construction storm water permit and before construction activities begin, the District will file certain submittals referred to as Permit Registration Documents (PRDS) with the Regional Water Quality Control Board.

2. GENERAL

The Clean Water Act and Porter Cologne Water Quality Act prohibit the discharge of any water containing pollutants from certain construction sites unless a National Pollutant Discharge Elimination System permit is first obtained and followed. The National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction Storm Water Permit) Order No. 2009-0009-DWQ as amended by Order No. 2010-0014-DWQ (NPDES No. CAS000002) issued by the California State Water Resources Control Board (State Water Board) authorizes the discharge of storm water and certain non-storm water from construction sites if certain conditions and measures are taken. The District has determined that the construction of this Project requires enrollment in the Construction Storm Water Permit.

3. SUBMITTALS

3.1. GENERAL

All submittals shall be made in a form conducive for the District to electronically upload the approved submittals to the Storm water Multi-Application Reporting and Tracking System (SMARTS).

3.2. RAIN EVENT ACTION PLAN (REAP)

- 3.2.1. A Rain Event Action Plan (REAP) is a written document, specific for each rain event. A REAP should be designed that when implemented it protects all exposed portions of the site within 48 hours of any likely. The General Permit requires Risk Level 2 and 3 dischargers to develop and implement a REAP designed to protect all exposed portions of their sites within 48 hours prior to any likely precipitation event. The REAP requirement is designed to ensure that the discharger has adequate materials, staff, and time to implement erosion and sediment control measures that are intended to reduce the amount of sediment and other pollutants generated from the active site. A REAP must be developed when there is likely a forecast of 50% or greater probability of precipitation in the project area. (The National Oceanic and Atmospheric Administration (NOAA) defines a chance of precipitation as a probability of precipitation of 30% to 50% chance of producing precipitation in the project area.¹⁴ NOAA defines the probability of precipitation (PoP) as the likelihood of occurrence (expressed as a percent) of a measurable amount (0.01 inch or more) of liquid precipitation (or the water equivalent of frozen precipitation) during a specified period of time at any given point in the forecast area.) Forecasts are normally issued for 12- hour time periods.
- 3.2.2. If the District's QSD determines that the site is a Risk Level 2 or 3 the Contractor's QSP shall prepare the REAP for the Work in compliance with the General Permit and the SWPPP.

3.3. RECORDS

All electronic and hardcopy records required by the Construction Storm Water Permit shall be submitted to the District within seven (7) days of Completion of the Project.

4. PERMIT REGISTRATION DOCUMENTS

Prior to any activities on Site that disturb the Site's surface, the Permit Registration Documents (PRDs) required by the Construction Storm Water Permit must be filed with the Regional Water Quality Control Board. The District shall file the PRDs with the Regional Water Quality Control Board to activate coverage under the Construction

Storm Water Permit.

5. IMPLEMENTATION REQUIREMENTS

- 5.1. Contractor shall not conduct any activities that may affect the Site's construction runoff water quality until the District provides Contractor with the Waste Discharger Identification Number (WDID) assigned to this Project by the State Water Board.
- 5.2. Contractor shall keep a copy of the approved SWPPP at the job site. The SWPPP shall be made available when requested by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests from the public shall be directed to the District for response.
- 5.3. Contractor shall designate in writing to the District a Qualified SWPPP Practitioner (QSP) who shall be responsible for implementing the SWPPP, REAP (if applicable), ATS (if applicable), conducting non-storm water and storm water visual observations, and for ensuring that all best management practices (BMPs) required by the SWPPP and General Permit are properly implemented and maintained.
- 5.4. All measures required by the SWPPP shall be implemented concurrent with the commencement of construction. Pollution practices and devices shall be followed or installed as early in the construction schedule as possible with frequent upgrading of devices as construction progresses.
- 5.5. Contractor shall ensure that all measures are properly maintained and repaired to protect the water quality of discharges.

6. INSPECTION, SAMPLING, ANALYSIS, AND RECORD KEEPING REQUIREMENTS

The Contractor's QSP shall conduct all required visual observations, sampling, analysis, reporting, and record keeping required by the SWPPP and the Construction Storm Water Permit.

7. REPORTING REQUIREMENTS

Contractor shall prepare and provide all the reports, which include, but are not limited to the Annual Report and any NEL Violation Reports or NAL Exceedance Reports, all of which are required by the SWPPP and the Construction Storm Water Permit.

8. ANNUAL REPORT

By August 1 of each year (defined as July 1 to June 30) that had at least one continuous three (3) month period coverage under the General Permit, Contractor shall complete and submit to the District an Annual Report, as required by the General Permit. If the Project is complete prior to August 1, Contractor shall submit the report prior to acceptance of the Project.

9. COMPLETION OF WORK

- 9.1. Clean-up shall be performed as each portion of the work progresses. All refuse, excess material, and possible pollutants shall be disposed of in a legal manner off-site and all temporary and permanent SWPPP devices shall be in place and maintained in good condition.
- 9.2. At Completion of Work, Contractor shall inspect installed SWPPP devices, and present the currently implemented SWPPP with all backup records to the District.

10. NOTICE OF TERMINATION (NOT)

A Notice of Termination (NOT) must be submitted by the Contractor to the District for electronic submittal by the Legally Responsible Person via SMARTS to terminate coverage under the General Permit. The NOT must include a final Site Map and representative photographs of the Project Site(s) that demonstrate final stabilization has been achieved. The NOT shall be submitted to the District on or before the Contractor submits its final application for payment. If the Regional Water Board rejects the NOT for any reason, the Contractor shall revise the NOT as many times as necessary to get the Regional Water Board's approval. The Regional Water Board will consider a construction site complete when the conditions of the General Permit, Section II.D have been met.

11. QUALITY ASSURANCE

- 11.1. Before performing any of the obligations indicated herein, the Contractor's QSP shall meet the training and certification requirements in the Construction Storm Water Permit.
- 11.2. Contractor shall perform the Work in strict compliance with the approved SWPPP, REAP, ATS, and the Construction Storm Water Permit.
- 11.3. Contractor shall conduct at least a one-hour training session on the requirements of the SWPPP for each employee before an employee conducts any construction on the Site. Contractor shall

maintain documentation of this employee training at the site for review by the District or any regulatory agency.

12. **PERFORMANCE REQUIREMENTS**

- 12.1. The Storm Water Pollution Prevention Plan is a minimum requirement. Revisions and modifications to the SWPPP are acceptable only if they maintain levels of protection equal to or greater than originally specified.
- 12.2. Read and be thoroughly familiar with all of the requirements of the SWPPP.
- 12.3. Inspect and monitor all work and storage areas for compliance with the SWPPP prior to any anticipated rain.
- 12.4. Complete any and all corrective measures as may be directed by the regulatory agency.
- 12.5. **Penalties:** Contractor shall pay any fees and any penalties that may be imposed by the regulatory agency for non-compliance with SWPPP during the course of Work.
- 12.6. **Costs:** Contractor to pay all costs associated with the implementation of the requirements of the SWPPP in order to maintain compliance with the Permit. This includes installation of all Housekeeping BMPs, General Site and Material Management BMPs, Inspection requirements, maintenance requirements, and all other requirements specified in the SWPPP.

13. **MATERIALS**

All temporary and permanent storm water pollution prevention facilities, equipment, and materials as required by or as necessary to comply with the SWPPP as described in the BMP Handbook.

MATERIALS AND EQUIPMENT

1. GENERAL

1.1. MATERIAL AND EQUIPMENT

- 1.1.1. Only items approved by the District and/or Architect shall be used.
- 1.1.2. Contractor shall submit lists of Products and other Product information in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

1.2. MATERIAL AND EQUIPMENT COLORS

- 1.2.1. The Contractor shall comply with all schedule(s) of colors provided by the District and/or Architect.
- 1.2.2. No individual color selections will be made until after approval of all pertinent materials and equipment and after receipt of appropriate samples in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.
- 1.2.3. Contractor shall request priority in writing for any item requiring advance ordering to maintain the approved Construction Schedule.

1.3. DELIVERY, STORAGE, AND HANDLING

- 1.3.1. Contractor shall deliver manufactured materials in original packages, containers, or bundles (with seals unbroken), bearing name or identification mark of manufacturer.
- 1.3.2. Contractor shall deliver fabrications in as large assemblies as practicable; where specified as shop-primed or shop-finished, package or crate as required to preserve such priming or finish intact and free from abrasion.
- 1.3.3. Contractor shall store materials in such a manner as necessary to properly protect them from damage. Materials or equipment damaged by handling, weather, dirt, or from any other cause will not be accepted.
- 1.3.4. Except for items that the District has approved, in writing, for Contractor to store off-site, all materials are not be acceptable that have been warehoused for long periods of time, stored or transported in improper environment, improperly packaged, inadequately labeled, poorly protected, excessively shipped, deviated from normal distribution pattern, or reassembled.
- 1.3.5. Contractor shall store material so as to cause no obstructions of sidewalks, roadways, and underground services. Contractor shall protect material and equipment furnished pursuant to the Contract Documents.
- 1.3.6. Contractor may store materials on Site with prior written approval by the District, all material shall remain under Contractor's control and Contractor shall remain liable for any damage to the materials. Should the Project Site(s) not have storage area available, the Contractor shall provide for off-site storage at no cost to District.
- 1.3.7. When any room in Project is used as a shop or storeroom, the Contractor shall be responsible for any repairs, patching, or cleaning necessary due to that use. Location of storage space shall be subject to prior written approval by District.

2. PRODUCTS

2.1. MANUFACTURERS

- 2.1.1. Manufacturers listed in various sections of Contract Documents are names of those manufacturers that are believed to be capable of supplying one or more of items specified therein.
- 2.1.2. The listing of a manufacturer does not imply that every product of that manufacturer is acceptable as meeting the requirements of the Contract Documents.

2.2. FACILITIES AND EQUIPMENT

Contractor shall provide, install, maintain, and operate a complete and adequate facility for handling, the execution, disposal, and distribution of material and equipment as required for proper and timely performance of Work.

2.3. MATERIAL REFERENCE STANDARDS

Where material is specified solely by reference to "standard specifications" and if requested by District, Contractor shall submit for review data on actual material proposed to be incorporated into Work, listing name and address of vendor, manufacturer, or producer, and trade or brand names of those materials, and data substantiating compliance with standard specifications.

3. EXECUTION

3.1. WORKMANSHIP

3.1.1. Where not more specifically described in any other Contract Documents, workmanship shall conform to methods and operations of best standards and accepted practices of trade or trades involved and shall include items of fabrication, construction, or installation regularly furnished or required for completion (including finish and for successful operation, as intended).

3.1.2. Work shall be executed by tradespersons skilled in their respective field of work. When completed, parts shall have been durably and substantially built and present a neat appearance.

3.2. COORDINATION

3.2.1. Contractor shall coordinate installation of materials and equipment so as to not interfere with installation of other work. Adjustment or rework because of Contractor's failure to coordinate will be at no additional cost to District.

3.2.2. Contractor shall examine in-place materials and equipment for readiness, completeness, fitness to be concealed or to receive Work, and compliance with Contract Documents. Concealing or covering work constitutes acceptance of additional cost which will result should in-place materials and equipment be found unsuitable for receiving other work or otherwise deviating from the requirements of the Contract Documents.

3.3. COMPLETENESS

Contractor shall provide all portions of the Work, unless clearly stated otherwise, installed complete and operational with all elements, accessories, anchorages, utility connections, etc., in manner to assure well-balanced performance, in accordance with manufacturer's recommendations and in accordance with Contract Documents. For example, electric water coolers require water, electricity, and drain services; roof drains require drain system; sinks fit within countertop, etc. Terms such as "installed complete," "operable condition," "for use intended," "connected to all utilities," "terminate with proper cap," "adequately anchored," "patch and refinish," "to match similar," should be assumed to apply in all cases, except where completeness of functional or operable condition is specifically stated as not required.

3.4. APPROVED INSTALLER OR APPLICATOR

Contractor shall ensure that all installations are only performed by a manufacturer's approved installer or applicator.

3.5. MANUFACTURER'S RECOMMENDATIONS

All installations shall be in accordance with manufacturer's published recommendations and specific written directions of manufacturer's representative. Should Contract Documents differ from recommendations of manufacturer or directions of manufacturer's representative, Contractor shall analyze differences, make recommendations to the District and the Architect in writing, and shall not proceed until interpretation or clarification has been issued by the District and/or the Architect.

DELIVERY, STORAGE AND HANDLING

1. GENERAL

1.1. PRODUCTS

- 1.1.1. Products are as defined in the General Construction Provisions (Exhibit D to the Facilities Lease).
- 1.1.2. Contractor shall not use and/or reuse materials and/or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.
- 1.1.3. Contractor shall provide interchangeable components of the same manufacturer, for similar components.

1.2. TRANSPORTATION AND HANDLING

- 1.2.1. Contractor shall transport and handle Products in accordance with manufacturer's instructions.
- 1.2.2. Contractor shall promptly inspect shipments to confirm that Products comply with Contract requirements, are of correct quantity, and are undamaged.
- 1.2.3. Contractor shall provide equipment and personnel to properly handle Products to prevent soiling, disfigurement, or damage.

1.3. STORAGE AND PROTECTION

- 1.3.1. Contractor shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Contractor shall store sensitive Products in weather-tight, climate controlled enclosures.
- 1.3.2. Contractor shall place fabricated Products that are stored outside, on above-ground sloped supports.
- 1.3.3. Contractor shall provide off-site storage and protection for Products when Site does not permit on-site storage or protection.
- 1.3.4. Contractor shall cover Products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.
- 1.3.5. Contractor shall store loose granular materials on solid flat surfaces in a well-drained area and prevent mixing with foreign matter.
- 1.3.6. Contractor shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- 1.3.7. Contractor shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions.

CONTRACT CLOSEOUT AND FINAL CLEANING

1. GENERAL

1.1. CLOSEOUT PROCEDURES

Contractor shall comply with all closeout provisions as indicated in the General Construction Provisions (Exhibit D to the Facilities Lease).

1.2. FINAL CLEANING

- 1.2.1. Contractor shall execute final cleaning prior to final inspection.
- 1.2.2. Contractor shall clean interior and exterior glass and surfaces exposed to view; remove temporary labels, tape, stains, and foreign substances, polish transparent and glossy surfaces, wax and polish new vinyl floor surfaces, vacuum carpeted and soft surfaces.
- 1.2.3. Contractor shall clean equipment and fixtures to a sanitary condition.
- 1.2.4. Contractor shall replace filters of operating equipment.
- 1.2.5. Contractor shall clean debris from roofs, gutters, down spouts, and drainage systems.
- 1.2.6. Contractor shall clean Site, sweep paved areas, and rake clean landscaped surfaces.
- 1.2.7. Contractor shall remove waste and surplus materials, rubbish, and construction facilities from the Site.

1.3. ADJUSTING

Contractor shall adjust operating products and equipment to ensure smooth and unhindered operation.

1.4. RECORD DOCUMENTS AND SHOP DRAWINGS

Contractor shall legibly mark each item to record actual construction, including:

- 1.4.1. Measured depths of foundation in relation to finish floor datum.
- 1.4.2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permit surface improvements.
- 1.4.3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
- 1.4.4. Field changes of dimension and detail.
- 1.4.5. Details not on original Contract Drawings
- 1.4.6. Changes made by modification(s).
- 1.4.7. References to related Shop Drawings and modifications.
- 1.4.8. Contractor will provide one set of Record Drawings to District in an electronic format and one set on paper.
- 1.4.9. Contractor shall submit all required documents to District and/or Architect prior to or with its final Application for Payment.

1.5. INSTRUCTION OF DISTRICT PERSONNEL

- 1.5.1. Before final inspection, at agreed upon times, Contractor shall instruct District's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- 1.5.2. For equipment requiring seasonal operation, Contractor shall perform instructions for other seasons within six (6) months.
- 1.5.3. Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- 1.5.4. Contractor shall prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.
- 1.5.5. Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- 1.5.6. Contractor shall be available for up to two (2) four-hour sessions of additional training of District personnel at any time within the first year of operation of the Site.

1.6. SPARE PARTS AND MAINTENANCE MATERIALS

- 1.6.1. Contractor shall provide products, spare parts, maintenance, and extra materials in

- quantities specified in the Specifications and in Manufacturer's recommendations.
- 1.6.2. Contractor shall provide District all required Operation and Maintenance Data.

FIELD ENGINEERING

1. GENERAL

1.1. REQUIREMENTS INCLUDED

1.1.1. Contractor shall provide and pay for field engineering services by a California-registered engineer, required for the Project, including, without limitations:

1.1.1.1. Survey work required in execution of the Project.

1.1.1.2. Civil or other professional engineering services specified, or required to execute Contractor's construction methods.

1.2. QUALIFICATIONS OF SURVEYOR OR ENGINEERS

Contractor shall only use a qualified licensed engineer or registered land surveyor, to whom District makes no objection.

1.3. SURVEY REFERENCE POINTS

1.3.1. Existing basic horizontal and vertical control points for the Project are those designated on the Drawings.

1.3.2. Contractor shall locate and protect control points prior to starting Site Work and preserve all permanent reference points during construction. In addition Contractor shall:

1.3.2.1. Make no changes or relocation without prior written notice to District and Architect.

1.3.2.2. Report to District and Construction Manager when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.

1.3.2.3. Require surveyor to replace Project control points based on original survey control that may be lost or destroyed.

1.4. RECORDS

Contractor shall maintain a complete, accurate log of all control and survey work as it progresses.

1.5. SUBMITTALS

1.5.1. Contractor shall submit name and address of Surveyor and Professional Engineer to District and Construct Manager prior to its/their work on the Project.

1.5.2. On request of District and Construction Manager, Contractor shall submit documentation to verify accuracy of field engineering work, at no additional cost to the District.

1.5.3. Contractor shall submit a certificate signed by registered engineer or surveyor certifying that elevations and locations of improvements are in conformance or nonconformance with Contract Documents.

2. EXECUTION

2.1. COMPLIANCE WITH LAWS

Contractor is responsible for meeting all applicable codes, OSHA, safety and shoring requirements.

2.2. NONCONFORMING WORK

Contractor is responsible for any re-surveying required by correction of nonconforming work.

CUTTING AND PATCHING

1. GENERAL

1.1. CUTTING AND PATCHING

- 1.1.1. Contractor shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work or to:
 - 1.1.1.1. Make several parts fit together properly.
 - 1.1.1.2. Uncover portions of Work to provide for installation of ill-timed Work.
 - 1.1.1.3. Remove and replace defective Work.
 - 1.1.1.4. Remove and replace Work not conforming to requirements of Contract Documents.
 - 1.1.1.5. Remove Samples of installed Work as specified for testing.
 - 1.1.1.6. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.
 - 1.1.1.7. Attaching new materials to existing remodeling areas – including painting (or other finishes) to match existing conditions.
- 1.1.2. In addition to Contract requirements, upon written instructions from District, Contractor shall uncover Work to provide for observations of covered Work in accordance with the Contract Documents; remove samples of installed materials for testing as directed by District; and remove Work to provide for alteration of existing Work.
- 1.1.3. Contractor shall not cut or alter Work, or any part of it, in such a way that endangers or compromises the integrity of the Work, the Project, or work of others.
- 1.1.4. Contractor shall not cut and patch operating elements and safety related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:
 - 1.1.4.1. Primary operational systems and equipment.
 - 1.1.4.2. Air or smoke barriers.
 - 1.1.4.3. Fire-suppression systems.
 - 1.1.4.4. Mechanical systems piping and ducts.
 - 1.1.4.5. Control systems.
 - 1.1.4.6. Communication systems.
 - 1.1.4.7. Conveying systems.
 - 1.1.4.8. Electrical wiring systems.
- 1.1.5. Contractor shall not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing capacity to perform as intended, or that results in increased maintenance or decreased operational life of safety. Miscellaneous elements include the following:
 - 1.1.5.1. Water, moisture or vapor barriers.
 - 1.1.5.2. Membranes and flashings.
 - 1.1.5.3. Exterior curtain-wall construction.
 - 1.1.5.4. Equipment supports.
 - 1.1.5.5. Piping, ductwork, vessels and equipment.
 - 1.1.5.6. Noise and vibration control elements and systems.
 - 1.1.5.7. Shoring, bracing and sheeting.

1.2. SUBMITTALS

- 1.2.1. Contractor shall submit written notice to District pursuant to the applicable notice provisions of the Contract Documents, requesting consent to proceed with the cutting or alteration (Request) at least ten (10) days prior to any cutting or alterations that may affect the structural safety of Project, or work of others, including the following:
 - 1.2.1.1. The work of the District or other trades.

- 1.2.1.2. Structural value or integrity of any element of Project.
- 1.2.1.3. Integrity or effectiveness of weather-exposed or weather-resistant elements or systems.
- 1.2.1.4. Efficiency, operational life, maintenance or safety of operational elements.
- 1.2.1.5. Visual qualities of sight-exposed elements.
- 1.2.2. Contractor's Request shall also include:
 - 1.2.2.1. Identification of Project.
 - 1.2.2.2. Description of affected Work.
 - 1.2.2.3. Necessity for cutting, alteration, or excavations.
 - 1.2.2.4. Affects of Work on District, other trades, or structural or weatherproof integrity of Project.
 - 1.2.2.5. Description of proposed Work:
 - 1.2.2.5.1. Scope of cutting, patching, alteration, or excavation.
 - 1.2.2.5.2. Trades that will execute Work.
 - 1.2.2.5.3. Products proposed to be used.
 - 1.2.2.5.4. Extent of refinishing to be done.
 - 1.2.2.6. Alternates to cutting and patching.
 - 1.2.2.7. Cost proposal, when applicable.
 - 1.2.2.8. The scheduled date the Contractor intends to perform the Work and the duration of time to complete the Work.
 - 1.2.2.9. Written permission of other trades whose Work will be affected.
- 1.3. **QUALITY ASSURANCE**
 - 1.3.1. Contractor shall ensure that cutting, fitting, and patching shall achieve security, strength, weather protection, appearance for aesthetic match, efficiency, operational life, maintenance, safety of operational elements, and the continuity of existing fire ratings.
 - 1.3.2. Contractor shall ensure that cutting, fitting, and patching shall successfully duplicate undisturbed adjacent profiles, materials, textures, finishes, colors, and that materials shall match existing construction. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the District's decision shall be final.
- 1.4. **PAYMENT FOR COSTS**
 - 1.4.1. Cost caused by ill-timed or defective Work or Work not conforming to Contract Documents, including costs for additional services of the District, its consultants, including but not limited to the Construction Manager, the Architect, the Project Inspector(s), Engineers, and Agents, will be paid by Contractor and/or deducted from the Contract by the District.
 - 1.4.2. District shall only pay for cost of Work if it is part of the original Contract Price or if a change has been made to the contract in compliance with the provisions of the General Construction Provisions (Exhibit D to the Facilities Lease). Cost of Work performed upon instructions from the District, other than defective or nonconforming Work, will be paid by District on approval of written Change Order. Contractor shall provide written cost proposals prior to proceeding with cutting and patching.
- 2. **PRODUCTS**
 - 2.1. **MATERIALS**
 - 2.1.1. Contractor shall provide for replacement and restoration of Work removed. Contractor shall comply with the Contract Documents and with the Industry Standard(s), for the type of Work, and the Specification requirements for each specific product involved. If not specified, Contractor shall first recommend a product of a manufacturer or appropriate trade association for approval by the District.
 - 2.1.2. Materials to be cut and patched include those damaged by the performance of the Work.
- 3. **EXECUTION**

3.1. INSPECTION

- 3.1.1. Contractor shall inspect existing conditions of the Site and the Work, including elements subject to movement or damage during cutting and patching, excavating and backfilling. After uncovering Work, Contractor shall inspect conditions affecting installation of new products.
- 3.1.2. Contractor shall report unsatisfactory or questionable conditions in writing to District as indicated in the General Construction Provisions (Exhibit D to the Facilities Lease) and shall proceed with Work as indicated in the General Construction Provisions (Exhibit D to the Facilities Lease) by District.

3.2. PREPARATION

- 3.2.1. Contractor shall provide shoring, bracing and supports as required to maintain structural integrity for all portions of the Project, including all requirements of the Project.
- 3.2.2. Contractor shall provide devices and methods to protect other portions of Project from damage.
- 3.2.3. Contractor shall, provide all necessary protection from weather and extremes of temperature and humidity for the Project, including without limitation, any work that may be exposed by cutting and patching Work. Contractor shall keep excavations free from water.

3.3. ERECTION, INSTALLATION AND APPLICATION

- 3.3.1. With respect to performance, Contractor shall:
 - 3.3.1.1. Execute fitting and adjustment of products to provide finished installation to comply with and match specified tolerances and finishes.
 - 3.3.1.2. Execute cutting and demolition by methods that will prevent damage to other Work, and provide proper surfaces to receive installation of repairs and new Work.
 - 3.3.1.3. Execute cutting, demolition excavating, and backfilling by methods that will prevent damage to other Work and damage from settlement.
 - 3.3.1.4. Contractor shall employ original installer or fabricator to perform cutting and patching for:
 - 3.3.1.5. Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants, waterproofing, and other trades.
 - 3.3.1.6. Sight-exposed finished surfaces.
- 3.3.2. Contractor shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes as shown or specified in the Contract Documents including, without limitation, the Drawings and Specifications.
- 3.3.3. Contractor shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Contractor shall conform to all Code requirements for penetrations or the Drawings and Specifications, whichever calls for a higher quality or more thorough requirement. Contractor shall maintain integrity of both rated and non-rated fire walls, ceilings, floors, etc.
- 3.3.4. Contractor shall restore Work which has been cut or removed. Contractor shall install new products to provide completed Work in accordance with requirements of the Contract Documents and as required to match surrounding areas and surfaces.
- 3.3.5. Contractor shall refinish all continuous surfaces to nearest intersection as necessary to match the existing finish to any new finish.

OPERATION AND MAINTENANCE DATA

1. GENERAL

1.1. QUALITY ASSURANCE

Contractor shall prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.2. FORMAT

- 1.2.1. Contractor shall prepare data in the form of an instructional manual entitled "OPERATIONS AND MAINTENANCE MANUAL & INSTRUCTIONS" ("Manual").
- 1.2.2. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size. When multiple binders are used, Contractor shall correlate data into related consistent groupings.
- 1.2.3. Cover: Contractor shall identify each binder with typed or printed title "OPERATION AND MAINTENANCE MANUAL & INSTRUCTIONS"; and shall list title of Project and identify subject matter of contents.
- 1.2.4. Contractor shall arrange content by systems process flow under section numbers and sequence of Table of Contents of the Contract Documents.
- 1.2.5. Contractor shall provide tabbed fly leaf for each separate Product and system, with typed description of Product and major component parts of equipment.
- 1.2.6. Text: The content shall include Manufacturer's printed data, or typewritten data on 24 pound paper.
- 1.2.7. Drawings: Contractor shall provide with reinforced punched binder tab and shall bind in with text; folding larger drawings to size of text pages.

1.3. CONTENTS, EACH VOLUME

- 1.3.1. Table of Contents: Contractor shall provide title of Project; names, addresses, and telephone numbers of the Architect, any engineers, subconsultants, Subcontractor(s), and Contractor with name of responsible parties; and schedule of Products and systems, indexed to content of the volume.
- 1.3.2. For Each Product or System: Contractor shall list names, addresses, and telephone numbers of Subcontractor(s) and suppliers, including local source of supplies and replacement parts.
- 1.3.3. Product Data: Contractor shall mark each sheet to clearly identify specific Products and component parts, and data applicable to installation. Delete inapplicable information.
- 1.3.4. Drawings: Contractor shall supplement Product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Contractor shall not use Project Record Documents as maintenance drawings.
- 1.3.5. Text: The Contractor shall include any and all information as required to supplement Product data. Contractor shall provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

1.4. MANUAL FOR MATERIALS AND FINISHES

- 1.4.1. Building Products, Applied Materials, and Finishes: Contractor shall include Product data, with catalog number, size, composition, and color and texture designations. Contractor shall provide information for re-ordering custom manufactured Products.
- 1.4.2. Instructions for Care and Maintenance: Contractor shall include Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- 1.4.3. Moisture Protection and Weather Exposed Products: Contractor shall include Product data listing applicable reference standards, chemical composition, and details of installation. Contractor shall provide recommendations for inspections, maintenance, and repair.
- 1.4.4. Additional Requirements: Contractor shall include all additional requirements as specified in the Specifications.
- 1.4.5. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly

sheet and space for insertion of data.

1.5. MANUAL FOR EQUIPMENT AND SYSTEMS

- 1.5.1. Each Item of Equipment and Each System: Contractor shall include description of unit or system, and component parts and identify function, normal operating characteristics, and limiting conditions. Contractor shall include performance curves, with engineering data and tests, and complete nomenclature, and commercial number of replaceable parts.
- 1.5.2. Panelboard Circuit Directories: Contractor shall provide electrical service characteristics, controls, and communications.
- 1.5.3. Contractor shall include color coded wiring diagrams as installed.
- 1.5.4. Operating Procedures: Contractor shall include start-up, break-in, and routine normal operating instructions and sequences. Contractor shall include regulation, control, stopping, shut-down, and emergency instructions. Contractor shall include summer, winter, and any special operating instructions.
- 1.5.5. Maintenance Requirements: Contractor shall include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- 1.5.6. Contractor shall provide servicing and lubrication schedule, and list of lubricants required.
- 1.5.7. Contractor shall include manufacturer's printed operation and maintenance instructions.
- 1.5.8. Contractor shall include sequence of operation by controls manufacturer.
- 1.5.9. Contractor shall provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- 1.5.10. Contractor shall provide control diagrams by controls manufacturer as installed.
- 1.5.11. Contractor shall provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- 1.5.12. Contractor shall provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- 1.5.13. Contractor shall provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- 1.5.14. Additional Requirements: Contractor shall include all additional requirements as specified in Specification(s).
- 1.5.15. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.6. SUBMITTAL

- 1.6.1. Concurrent with the Submittal Schedule as indicated in the General Construction Provisions (Exhibit D to the Facilities Lease), Contractor shall submit to the District for review two (2) copies of a preliminary draft of proposed formats and outlines of the contents of the Manual.
- 1.6.2. For equipment, or component parts of equipment put into service during construction and to be operated by District, Contractor shall submit draft content for that portion of the Manual within ten (10) days after acceptance of that equipment or component.
- 1.6.3. On or before the Contractor submits its final application for payment, Contractor shall submit two (2) copies of a complete Manual in final form. The District will provide comments to Contractor and Contractor must revise the content of the Manual as required by District prior to District's approval of Contractor's final Application for Payment.
- 1.6.4. Contractor must submit two (2) copies of revised Manual in final form within ten (10) days after receiving District's comments. Failure to do so will be a basis for the District withholding funds sufficient to protect itself for Contractor's failure to provide a final Manual to the District. All final documents to be concurrently provided to the District in an electronic format.

WARRANTIES

1. GENERAL

1.1. FORMAT

- 1.1.1. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size.
- 1.1.2. Cover: Contractor shall identify each binder with typed or printed title "WARRANTIES" and shall list title of Project.
- 1.1.3. Table of Contents: Contractor shall provide title of Project; name, address, and telephone number of Contractor and equipment supplier, and name of responsible principal. Contractor shall identify each item with the number and title of the specific Specification, document, provision, or section in which the name of the Product or work item is specified.
- 1.1.4. Contractor shall separate each warranty with index tab sheets keyed to the Table of Contents listing, providing full information and using separate typed sheets as necessary. Contractor shall list each applicable and/or responsible Subcontractor(s), supplier(s), and/or manufacturer(s), with name, address, and telephone number of each responsible principal(s).

1.2. PREPARATION

- 1.2.1. Contractor shall obtain warranties, executed in duplicate by each applicable and/or responsible subcontractor(s), supplier(s), and manufacturer(s), within ten (10) days after completion of the applicable item or work. Except for items put into use with District's permission, Contractor shall leave date of beginning of time of warranty until the date of completion is determined.
- 1.2.2. Contractor shall verify that warranties are in proper form, contain full information, and are notarized, when required.
- 1.2.3. Contractor shall co-execute submittals when required.
- 1.2.4. Contractor shall retain warranties until time specified for submittal.

1.3. TIME OF SUBMITTALS

- 1.3.1. For equipment or component parts of equipment put into service during construction with District's permission, Contractor shall submit a draft warranty for that equipment or component within ten (10) days after acceptance of that equipment or component.
- 1.3.2. On or before the Contractor submits its final application for payment, Contractor shall submit all warranties and related documents in final form. The District will provide comments to Contractor and Contractor must revise the content of the warranties as required by District prior to District's approval of Contractor's final Application for Payment.
- 1.3.3. For items of Work that are not completed until after the date of Completion, Contractor shall provide an updated warranty for those item(s) of Work within ten (10) days after acceptance, listing the date of acceptance as start of warranty period.

RECORD DOCUMENTS

1. RECORD DRAWINGS

1.1. GENERAL

- 1.1.1. "Record Drawings" may also be referred to in the Contract as "As-Built Drawings."
- 1.1.2. As indicated in the Contract Documents, District will provide Contractor with one set of reproducible plans of the original Contract Drawings.
- 1.1.3. Contractor shall maintain at each Project Site(s) one (1) set of marked-up plans and shall transfer all changes and information to those marked-up plans, as often as required in the Contract Documents, but in no case less than once each month. Contractor shall submit to the Project Inspector one set of the Project Record Drawings ("As-Built") showing all changes incorporated into the Work since the preceding monthly submittal. The As-Built shall be available at the Project Site(s). The Contractor shall submit reproducible documents at the conclusion of the Project following review of the red-lined prints.
- 1.1.4. Label and date each Record Drawing "RECORD DOCUMENT" in legibly printed letters.
- 1.1.5. All deviations in construction, including but not limited to pipe and conduit locations and deviations caused by without limitation Change Orders, Construction Directives, RFI's, and Addenda, shall be accurately and legibly recorded by Contractor
- 1.1.6. Locations and changes shall be done by Contractor in a neat and legible manner and, where applicable, indicated by drawing a "cloud" around the changed or additional information.

1.2. RECORD DRAWING INFORMATION

- 1.2.1. Contractor shall record the following information:
 - 1.2.1.1. Locations of Work buried under or outside each building, including, without limitation, all utilities, plumbing and electrical lines, and conduits.
 - 1.2.1.2. Actual numbering of each electrical circuit.
 - 1.2.1.3. Locations of significant Work concealed inside each building whose general locations are changed from those shown on the Contract Drawings.
 - 1.2.1.4. Locations of all items, not necessarily concealed, which vary from the Contract Documents.
 - 1.2.1.5. Installed location of all cathodic protection anodes.
 - 1.2.1.6. Deviations from the sizes, locations, and other features of installations shown in the Contract Documents.
 - 1.2.1.7. Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, etc.
 - 1.2.1.8. Sufficient information to locate Work concealed in each building with reasonable ease and accuracy.
- 1.2.2. In some instances, this information may be recorded by dimension. In other instances, it may be recorded in relation to the spaces in the building near which it was installed.
- 1.2.3. Contractor shall provide additional drawings as necessary for clarification.
- 1.2.4. Contractor shall provide reproducible record drawings, made from final Shop Drawings marked "No Exceptions Taken" or "Approved as Noted."

2. RECORD SPECIFICATIONS

Contractor shall mark each section legibly to record manufacturer, trade name, catalog number, and supplier of each Product and item of equipment actually installed.

3. MAINTENANCE OF RECORD DOCUMENTS

- 3.1. Contractor shall store Record Documents apart from documents used for construction as follows:
 - 3.1.1. Provide files and racks for storage of Record Documents.
 - 3.1.2. Maintain Record Documents in a clean, dry, legible condition and in good order.
- 3.2. Contractor shall not use Record Documents for construction purposes.

COMMISSIONING

1. RELATED DOCUMENTS AND PROVISIONS

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

- 1.1. LEED Certification Sustainable Design Requirements.

2. SUMMARY

- 2.1. Commissioning is a process for validating and documenting that the facility and its systems are constructed and perform in conformity with the Contract Documents.
- 2.2. The objective of the commissioning process is to verify that the performance of the facility and its systems meet or exceed the design intent.
- 2.3. Commissioning includes special facility start-up processes used to bring the facility to a fully operational state, free of deficiencies in an efficient and timely manner.
- 2.4. Training on related systems and equipment operation and maintenance shall be scheduled to commence only after start-up is complete and systems are verified to be 100% complete and functional.

3. DESCRIPTION

The following applies to all Contract Documents:

- 3.1. **Contractor Startup:** Sub-phase of Contractor's work ending with Acceptance of Work, during which Contractor performs a pre-planned program of activities including starting, testing, inspecting, adjusting balancing, correcting deficiencies and other similar activities.
 - 3.1.1. The District, Construction Manager and Architect and the Inspector shall be present to observe, inspect and identify deficiencies in building systems operations.
- 3.2. The completion of startup means the entire Construction Project including startup and fine tuning has been performed to the requirements of the Contract Documents and is verified in writing by the District, Construction Manager and Architect.
- 3.3. **Fine Tuning:** Fine tuning is the responsibility of Contractors after District occupancy and ending one (1) year after District occupancy. During this time, the Contractor is responsible for optimizing systems and correcting deficiencies arising under normal operating conditions.
 - 3.3.1. Includes a period after occupancy where systems are optimized under "live" operating conditions and any outstanding construction deficiencies are corrected.
 - 3.3.2. Fine Tuning shall extend from date of District occupancy to one year after occupancy.

4. DEFINITION OF TERMS

- 4.1. **Contractor's Pre-Commissioning Checklists:** Includes installation and start-up items as specified to be completed by the appropriate contractors prior to operational verification through the functional testing process.
- 4.2. **Installation Verification Process:** Includes the on-site inspection and review of related system components for conformance to Contract Documents. The Contractor shall verify systems readiness for functional testing procedures prior to the start of functional testing. Deficiencies will be documented by the Inspector for future resolution.
- 4.3. **Functional Performance Testing Process:** Includes the documented testing of system parameters, under actual or simulated operating conditions. Final performance commissioning of systems will begin only after the appropriate Contractor certifies that systems are 100% complete and ready for functional testing. The Contractor will be required to schedule, coordinate and perform device tests, calibration and functional performance test procedures.
- 4.4. **Deficiencies and Resolutions List:** Includes a list of noted deficiencies discovered as a result of the commissioning process. This list also includes the current disposition of issues, and the date of final resolution as confirmed by the Construction Manager and Inspector. Deficiencies are defined as those issues where products execution or performance does not satisfy the Project Contract Documents and/or the design intent.

5. COMMISSIONING SCHEDULE

- 5.1. Provide schedules for Contractor Start-Up work.
- 5.2. Incorporate in overall construction schedule.

- 5.3. Contractor's activities, which will be performed as specified under Fine Tuning, shall be completed within one (1) year from date of occupancy by the District.

6. CONTRACTOR RESPONSIBILITIES

- 6.1. Provide utility services required for the commissioning process.
- 6.2. Contractor is responsible for construction means, methods, job safety, and/or management function related to commissioning on the Project Site.
- 6.3. Contractor shall assign representatives with expertise and authority to act on behalf of Contractor and schedule the representatives to participate in and perform commissioning team activities including, but not limited to, the following:
- 6.3.1. Participate in design and construction-phase coordination meetings.
 - 6.3.2. Participate in maintenance orientation and inspection.
 - 6.3.3. Participate in operation and maintenance training sessions.
 - 6.3.4. Participate in final review.
 - 6.3.5. Certify that Work is complete and systems are operational according to the Contract Documents, including calibration of instrumentation and controls.
 - 6.3.6. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
 - 6.3.7. Review and comment on final commissioning documentation.
- 6.4. Contractor shall integrate all commissioning activities into Contractor's Construction Schedule.
- 6.5. Contractor's Subcontractors shall assign representatives with expertise and authority to act on behalf of subcontractors and schedule the representatives to participate in and perform commissioning team activities including, but not limited to, the following:
- 6.5.1. Participate in design and construction-phase coordination meetings.
 - 6.5.2. Participate in maintenance orientation and inspection.
 - 6.5.3. Participate in procedures meeting for testing.
 - 6.5.4. Participate in final review.
 - 6.5.5. Provide schedule for operation and maintenance data submittals, equipment startup, and testing to Commissioning Authority for incorporation into the commissioning plan. Update schedule on a weekly basis throughout the construction period.
 - 6.5.6. Provide information to the Commissioning Authority for developing construction phase commissioning plan.
 - 6.5.7. Participate in training sessions for District's operation and maintenance personnel.
 - 6.5.8. Provide updated Project Record Documents to Commissioning Authority on a daily basis.
 - 6.5.9. Gather and submit operation and maintenance data for systems, subsystems, and equipment to the Commissioning Authority, as specified in Division 01 Document "Operation and Maintenance Data."
 - 6.5.10. Provide technicians who are familiar with the construction and operation of installed systems, who shall execute the test procedures developed by the Commissioning Authority, and who shall participate in testing of installed systems, subsystems, and equipment.

7. SUBMITTALS

- 7.1. Submit Draft and Final Contractor Start-up Forms as described in this Document. Submit Draft Report for Construction Manager and Architect's review and comment prior to Final Submission. Submit Final Report not later than twenty weeks before scheduled date of Acceptance of Work.
- 7.2. Prepare and submit one copy of report form to be used in preparation of system reports for:
- 7.2.1. Food Service Equipment.
 - 7.2.2. Gymnasium Equipment and Scoreboards
 - 7.2.3. Laboratory Fume Hoods
 - 7.2.4. Elevators
 - 7.2.5. Each mechanical system specified in Division 15.
 - 7.2.6. Each Electrical system specified in Division 16.
- 7.3. Each System Report shall be submitted including the following:

- 7.3.1. Project Name
- 7.3.2. Name of System
- 7.3.3. Index of report's content
- 7.3.4. Adjacent to list of equipment, columns to indicate status of equipment operation, to date and to sign off equipment start-up.
- 7.3.5. Space to record equipment and operational problems which cannot be corrected with scheduled Contractor Start-Up program and which may delay Acceptance of Work.
- 7.3.6. Manufacturer's equipment start-up reports.
- 7.3.7. Systems' testing, balancing, and adjusting reports.
- 7.3.8. Equipment Report Forms shall include the following: Project name, name of equipment, starting and testing procedures to be performed and observations and test results to be recorded.

8. QUALITY ASSURANCE

- 8.1. Training Instructor Qualifications: Contractor shall provide factory-authorized service representatives, experienced in training, operation, and maintenance procedures for installed systems, subsystems, and equipment.
- 8.2. Test Equipment Calibration: Comply with test equipment manufacturer's calibration procedures and intervals. Recalibrate test instruments (per NIST requirements if applicable) immediately whenever instruments have been repaired following damage or dropping. Affix calibration tags to test instruments. Instruments shall have been calibrated within six months prior to use.

9. EQUIPMENT & SYSTEM SCHEDULE

The following equipment shall be commissioned in this Project:

System	Equipment	Note	Req'd by LEED
HVAC System	Chillers		X
	Boilers		X
	Pumps		X
	Cooling towers		X
	Variable frequency drives		X
	Air handlers		X
	Packaged AC units		X
	Terminal units for Office areas	2	X
	Unit heaters		X
	Heat exchangers		X
	Exhaust fans		X
	Supply fans		X
	Return fans		X
Building Management System	Sequences of Operation, Monitored Points, and Alarms		X
	Metering/Monitoring Devices and Equipment		X
	Software Commissioning, GUI presentation commissioning, system access performance criteria, software tools/source code commissioning, instrument data sheets, middleware commissioning, Internet Protocol commissioning		
Electrical System	Sweep or scheduled lighting controls	2	X
	Daylight dimming controls		X
	Lighting occupancy sensors		X
	Electrical grounding		

Plumbing System	Domestic water heaters		X
Security Alarm Systems	Security cameras and monitoring system personal duress alarm system; Intercom system; Paging System.		
System	Equipment	Note	Req'd by LEED
Security Electronics	Security plumbing fixture water management system.		
	Door Controls.		
	Fire alarm system.		
	Distributed radio antenna system.		
	Access control system.		
Courtroom Systems	Room acoustics.		
	Sound masking system.		
	Assisted listening.		
	Video projection.		
	Audio system.		
	Lighting and lighting controls.		X
Fire/Life Safety Systems	All devices		
	Alarm drivers		
	HVAC/Fire System Integration		
	Event Notifying and Reporting Systems		
Communication System			

9.1. SYSTEM FAILURES

- 9.2.** After a second failure of a system to successfully meet the criteria as set for in the functional performance testing process, the Contractor shall reimburse the District for cost associated with any additional retesting required due to uncorrected deficiencies. Costs shall include salary, benefits, overhead, travel costs and per diem lodging costs if applicable.

**EXHIBIT J
TO FACILITIES LEASE**

PLANS, TECHNICAL SPECIFICATIONS, AND DRAWINGS

The follow Plans, Technical Specifications, and Drawings are incorporated herein by reference as through fully set forth herein, as well as any updates or amendments made to either hereafter:

- Drawings prepared by Costa Engineers, Inc., for the Alameda High School Utility Building Boiler Plant Replacement dated November 2, 2021, that includes the following sheets:
 - T101 (Title Sheet)
 - M101 (HVAC Schedules & Legends)
 - M120 (Mechanical Room Demolition Floor Plan)
 - M120.1 (Mechanical Demolition Pictures)
 - M121 (Mechanical Room New Floor Plan)
 - M301 (Mechanical Details)
 - M401 (Boiler Diagram)
 - M402 (EMS Boiler Diagram)
 - E120 (Mechanical Room Demolition Floor Plan – Electrical)
 - E121 (Mechanical Room New Floor Plan – Electrical)
- Drawings prepared by Costa Engineers, Inc., for the Alameda High School Boiler Replacement & Hydronic Fan Coil Replacements dated February 1, 2022, that includes the following sheets:
 - T101 (Title Sheet)
 - M101 (Mechanical Schedules & Legends)
 - M120 (Mechanical Gym & Locker Room Demolition Plan)
 - M121 (Mechanical Gym & Locker Room New Floor Plan)
 - M122 (Boiler Plan Demolition and New Plan)
 - M123 (Boiler Section & Isometric)
 - M131 (Mechanical Gym Equipment Isometrics)
 - M301 (Mechanical Details)
 - M302 (Mechanical Details)
 - M401 (Boiler Diagram)
 - M402 (Mechanical Controls)
 - M403 (Mechanical Controls)
 - M404 (Mechanical Controls)
 - E101 (Symbol List and General Notes)
 - E120 (Electrical Gym & Locker Room Demolition Plan)
 - E121 (Electrical Gym & Locker Room New Plan)
 - E122 (Electrical Boiler Plan Demolition and New Plan)
- The Project Manual for the Alameda High School Boiler Replacement, Elementary and Secondary School Emergency Relief Program (ESSER) prepared by Quattrocchi Kwok Architects dated December 15, 2021, which includes the following Technical Specifications:
 - 00 0101 – COVER
 - 00 0107 – PROFESSIONAL SEALS
 - 00 0110 – TABLE OF CONTENTS
 - 00 0115 – LIST OF DRAWINGS
 - 00 0001 – EXHIBIT D TO FACILITIES LEASE
 - 00 7200 – GENERAL CONDITIONS
 - 00 7300 – SUPPLEMENTAL GENERAL CONDITIONS
 - 01 0000 – DOCUMENTS TO LLB DOCUMENTS

- 01 2600 – MODIFICATION PROCEDURES
- 01 3300 – SUBMITTALS
- 01 3546 – CONSTRUCTION INDOOR AIR QUALITY PLAN
- 01 6000 – PRODUCT REQUIREMENTS
- 01 6116 – VOLATILE ORGANIC COMPOUND RESTRICTIONS
- 01 6116.01 – ACCESSORY MATERIAL VOC CONTENT CERTIFICATION FORM
- 01 7000 – CONTRACT CLOSEOUT
- 01 7419 – CONSTRUCTION WASTE MANAGEMENT
- 02 4119 – MINOR DEMOTION FOR REMODELING
- 23 0000 – HEATING, VENTILATING, AND AIR CONDITIONING

**EXHIBIT K
TO FACILITIES LEASE**

REVISIONS TO CONTRACT DOCUMENTS

FACILITIES LEASE

Section 3.4 (Operating School): The phasing plan shall be as follows:

- n/a _____
- _____
- _____

Section 3.6 (No Work During Student Testing): The following dates and times apply to this section:

During testing days approx. 4 days – Date TBD

EXHIBIT D TO FACILITIES LEASE

Section 6.2.1 [Staffing Requirement]: The minimum staffing for the Project shall be a competent:

- Project Manager,
- Full-time Construction Superintendent on each active component/project,
- Project Engineer, and
- Project Administrator

Contractor shall provide with its proposal the name and resume for each specific individual that it is proposing for each position. Those persons shall be made available for interviews with the District, if requested.

Section 7.3 Bidding for Subcontractor Work

7.3.1 CONTRACTOR SHALL SOLICIT AND PROCURE SUBCONTRACTORS PURSUANT TO THE SUBCONTRACTOR PROCUREMENT PROCESS ATTACHED TO THE FACILITIES LEASE AS EXHIBIT H.

7.3.2 Contractor agrees and acknowledges that the Subcontractor Procurement Process is integral to the Parties negotiating in good faith to agree upon a GMP. If Contractor fails to comply with any of its obligations to procure Subcontractors in the Contract Documents, it will be considered a material breach and Default of the Facilities Lease, and the District shall have the right to terminate the Facilities Lease.

Article 10 – CONTRACTOR’S SUBMITTALS AND SCHEDULES

Item	Description	Due Date
Construction Schedule	Must be in Microsoft Project or Primavera or Equivalent	As indicated in Exhibit F
Schedule of Values	With all the detail as required in Exhibit D.	As indicated in Exhibit G
Shop Drawings		Within 30 days of District’s Notice to Proceed.
Safety Plan		Within 30 days of District’s Notice to Proceed.
Complete Subcontractor List		Within 30 days of District’s Notice to Proceed.

Logistics Plan		Within 30 days of District's Notice to Proceed.

Section 15.1.1.4: The number of days that must be exceeded to claim extra time for "Adverse Weather":

January	<u>0</u>	July	<u>0</u>
February	<u>0</u>	August	<u>0</u>
March	<u>0</u>	September	<u>0</u>
April	<u>0</u>	October	<u>0</u>
May	<u>0</u>	November	<u>0</u>
June	<u>0</u>	December	<u>0</u>

END OF DOCUMENT

**EXHIBIT L
TO FACILITIES LEASE
PRELIMINARY SERVICES AGREEMENT**

AGREEMENT FOR PRELIMINARY SERVICES

This Agreement for Preliminary Services ("**Agreement**") dated February 15, 2022 ("**Effective Date**"), is made and entered into by and between the **Alameda Unified School District** ("**District**") and **Lathrop Construction Associates, Inc.** ("**Contractor**") (together, the "**Parties**").

WHEREAS, the District's Governing Board, in order to enable the District to utilize the lease-leaseback delivery method for future construction projects, adopted procedures for a fair and impartial solicitation process to evaluate qualifications and proposals to determine which proposer provides the "best value" pursuant to Education Code section 17406(a)(2) ("**Lease-Leaseback Procedures**"); and

WHEREAS, Education Code section 17406(a)(1) permits the District to utilize the lease-leaseback delivery method to enter into a lease whereby the District leases the project site to the contractor to construct the project, and the contractor then leases the project site back to the District; and

WHEREAS, prior to entering into the lease to construct the project, Education Code section 17406(b)(1) permits the District to enter into a contract for the performance of preliminary services before the Division of the State Architect ("**DSA**") approves the plans and specifications for a project so long as the contractor does not perform any services for which a contractor's license is required; and

WHEREAS, consistent with the Lease-Leaseback Procedures, the District issued a request for qualifications and proposals ("**RFQ/P**") to solicit proposals from qualified firms to perform both preliminary services and construction services for the District's Alameda High School Boiler Replacement project ("**Project**"), and through the RFQ/P the District intended to award both the performance of preliminary phase services and construction phases services to the successful contractor; and

WHEREAS, after receiving and scoring the proposals, the District determined that the Contractor presented the District the "best value" to the District and the District's Governing Board awarded the Project to the Contractor; and

WHEREAS, the District seeks to have the Contractor perform preliminary services as more fully described in **Attachment A** attached hereto ("**Preliminary Services**") pursuant to Education Code section 17406(b)(1), and the Contractor represents that it is able and qualified to perform Preliminary Services for the Lease-Leaseback Project prior to the Contractor providing construction phase services; and

WHEREAS, after the Contractor performs Preliminary Services, the Parties acknowledge that Contractor shall procure subcontractors, propose a Guaranteed Maximum Price / Guaranteed Project Cost ("**GMP**" or "**GPC**"), and the Parties shall enter into a Site Lease and Facilities Lease for the construction of the Lease-Leaseback Project based on the Contractor's response to the RFQ/P.

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, receipt of which is acknowledged, the Parties agree as follows:

1. **Services.** The Contractor shall provide the services as described in **Attachment A**, attached hereto and incorporated herein by this reference ("**Services**" or "**Work**"). The scope of services will generally consist of the following:
2. **Contractor shall perform Preliminary Services for the Project upon the District's issuance of a Notice to Proceed consistent with the Schedule.**

- 2.1. The Services shall be performed at 2200 Central Ave., Alameda CA 94501, as further described in the Scope of Work for Preliminary Services attached hereto as **Attachment A ("Project")**.
3. **Term.** Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be for the duration of the Services provided under this Agreement consistent with the Schedule.
- 3.1. **Notice to Proceed.** Within a reasonable time after the Parties execute this Agreement, the District shall issue a Notice to Proceed to Contractor at which time Contractor shall commence the performance of the Services.
- 3.2. **Schedule.** The schedule for the Preliminary Services is as follows ("**Schedule**"):
- 3.2.1. Contractor shall commence the Preliminary Services on or before March 1, 2022, and
- 3.2.2. Contractor shall complete the Preliminary Services on or before April 30, 2022.
4. **One Project.** The Parties agree and acknowledge, consistent with the RFQ/P and relevant law, that upon the District's award to the Contractor of the Lease-Leaseback Project, the Parties intended the Contractor to perform Preliminary Services and construction services for the Lease-Leaseback Project as one continuous project, and, except insofar as the Parties cannot agree on a GPC for the Lease-Leaseback Project at the conclusion of Preliminary Services, the District intends, and always has intended, for the Contractor to construct the Lease-Leaseback Project.
5. **Submittal of Documents.** The Contractor shall not commence the Work under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
- X Signed Agreement
- X Workers' Compensation Certification
- X Fingerprinting/Criminal Background Investigation Certification
- X Insurance Certificates and Endorsements
- X W-9 Form
- X Bonds (as required or requested by District)
6. **Compensation.** The District shall pay Contractor for Contractor's performance of Preliminary Services a total fee **not to exceed Forty Two Thousand Dollars (\$12,000)** based on the amount of Work satisfactorily performed and approved by the District pursuant to the scope and provisions in **Attachment A** attached hereto and as indicated herein ("**Fee**"):

Item	Amount
Review of Design Documents	\$0
Value Engineering	\$3,000
Constructability Review	\$3,000
Confirm Modifications to Design Drawings	\$0
Review of Budget for Project Costs	\$3,000
Preparation of Construction Schedule and Phasing Plan	\$0
Construction Planning and Bidding	\$3,000
Total	\$12,000

Job Title	Hourly Rate
Project Manager	\$155
Constructability Reviewer	\$155
Estimator	\$155
Scheduler	\$105

- 6.1. The Fee includes all costs and expenses for all time and materials required and expended to provide the specific Preliminary Services including but not limited to the costs of hiring sub-consultants, contractors and other professionals, review of the Lease-Leaseback Project, Plans and Specifications, review and preparation of necessary documentation relating to the development of the Lease-Leaseback Project, all travel-related expenses, as well as for meetings with District and its representatives, long distance telephone charges, copying expenses, salaries of Contractor staff and employees working on the Project, overhead, and any other reasonable expenses incurred by Contractor in performance of the Preliminary Services.
- 6.2. The Contractor shall submit a monthly itemized statement of Service charges and expenses to the District on the fifth (5th) day of each month. The itemized statement shall reflect the hours spent, or scopes of work performed, by the Contractor in performing its Services, and, if applicable, the statements shall reflect expenses and materials. The itemized statement shall show the days and hours worked each workday Contractor performs Services for the previous month. District will permit a one (1) month grace period beyond this time for the Contractor to submit its invoice for a particular month's work. No amounts shall be due or owing to the Contractor if it fails to submit an invoice to the District at or before the end of that grace period.
- 6.3. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within forty five (45) days after the Contractor submits an itemized statement to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
7. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Services, except as expressly provided for in this Agreement.
8. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of Contractor's Work, District being interested only in the results obtained.
9. **Contractor and Subcontractor Registration and Compliance.**
 - 9.1. Contractor acknowledges that, for purposes of Labor Code section 1725.5, all or some of the Work is a public work to which Labor Code section 1771 applies and that the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall comply with Labor Code section 1725.5, including without limitation the registration requirements for itself and its subcontractors. Contractor represents that all of its subcontractors are registered pursuant to Labor Code section 1725.5.

- 9.2. Labor Code section 1771.1(a) states the following:
- “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work Contractor to Section 1725.5 at the time the contract is awarded.”
- 9.3. Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations.
- 9.4. Contractor shall post job site notices, as required by law, including without limitation Labor Code section 1771.4.
- 9.5. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.
10. **Designated Representatives.** Contractor shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
11. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as expressly provided for in this Agreement.
12. **Performance of Services.**
- 12.1. **Standard of Care.**
- 12.1.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
- 12.1.2. Contractor hereby represents, to the extent applicable, that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
- 12.1.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

- 12.1.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
- 12.2. **Meetings.** In addition to all public hearings and meetings, Contractor agrees to participate in coordination meetings to discuss District strategies, timetables, implementations of Services, and any other issues deemed relevant to the Project.
- 12.3. **District Approval.**
- 12.3.1. The District has the right to inspect and supervise to secure satisfactory completion of the Services.
- 12.3.2. Prior to any documents being made public, Contractor shall provide in draft form to District staff and District legal counsel, all documents that it or its subcontractors prepare.
13. **Information.**
- 13.1. **Furnished by District.** Upon request by Contractor, District shall furnish Contractor any information and documents readily available to District that the Contractor determines may be of use to the Contractor in the performance of the Services. District shall rely upon Contractor to determine which information and documents may be of use to the Contractor in performance of the Services. District makes no representations with respect to the reliability, accuracy, or completeness of any information or documents furnished by the District. Contractor shall determine if it is appropriate to rely on the District furnished information or documents. Contractor shall determine if clarification, additional information, or additional data is needed, and if so, to seek it out.
- 13.2. **Furnished by Others.** Contractor is to obtain, utilizing its own personnel, any required information that has been developed by other public or private entities that are not under contract to District. Contractor shall determine if it is appropriate to rely on the information or data developed by these other public or private entities. Contractor shall determine if clarification, additional information, or additional data is needed.
14. **Originality of Services.** Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
15. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
16. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and

records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents. For a period of three (3) years after final payment under this Agreement, all expenditures of public funds in excess of ten thousand dollars (\$10,000) shall be subject to examination and audit by the State Auditor. The audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering the Agreement.

17. Termination.

17.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day the notice was mailed, whichever is sooner.

17.2. **Without Cause by Contractor.** Contractor cannot terminate this Agreement without cause.

17.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

17.3.1. material violation of this Agreement by the Contractor; or

17.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

17.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

17.4. **With Cause by Contractor.** Contractor may only terminate this Agreement after giving written notice of intention to terminate for cause and the expiration of the time to cure. Cause shall only include:

17.4.1. Material violation of this Agreement by the District, or

17.4.2. Failure of the District to timely pay undisputed Contractor invoices.

Written notice by Contractor shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. During the thirty (30) calendar days the Inspector shall continue providing Services to the District until the Agreement ceases and terminates. In the event of this termination, the District may secure the Services from another Contractor.

- 17.5. **Ownership of Records.** It is mutually agreed that all materials prepared by Contractor under this Agreement shall become the property of the District and Contractor shall have no property right therein whatsoever. Contractor hereby assigns to District any copyrights associated with the materials prepared pursuant to the Agreement. Immediately upon termination and upon written request, the District shall be entitled to, and Contractor shall deliver to the Contractor, all data, drawings, specifications, reports, estimates, summaries and such other materials and commissions as may have been prepared or accumulated to date by the District in performing the Agreement which is not Contractor privileged information, as defined by law, or Contractor's personnel information.
18. **Indemnification.** The Contractor shall indemnify, defend with legal counsel reasonably acceptable to the District, keep and hold harmless the District, and their respective board members, officers, representatives, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by the Contractor or its subcontractors to the full extent allowed by the laws of the State of California, and not to any extent that would render these provisions void or unenforceable, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property, except to the extent caused by the negligence or willful misconduct of the Indemnitees. This agreement and obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein.
19. **Insurance.**
- 19.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
- 19.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
- 19.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 19.1.3. **Professional Liability (Errors and Omissions).** This insurance shall cover the Contractor and his/her subcontractors(s) for two million dollars (\$2,000,000) aggregate limit subject to no more than twenty-five thousand dollars (\$25,000) per claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.

Type of Coverage	Minimum
------------------	---------

	Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
Professional Liability	\$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

19.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

19.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

19.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

19.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers ("Additional Insureds") are named Additional Insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

19.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

19.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

20. **Assignment.** The obligations and liabilities of the Contractor pursuant to this Agreement shall not be assigned voluntarily by the Contractor nor assigned by operation of law, without express written consent of the District.

21. **Binding Contract.** This Agreement shall be binding upon the Parties hereto and upon their successors and assigns and shall inure to the benefit of the Parties and their successors and assigns.

22. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws,

ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

23. **Certificates/Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of the Services. Except for any license or permits furnished by District, Contractor shall be fully responsible for identifying and obtaining all necessary licenses and permits for the timely prosecution of the Services.
24. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and District policy. Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
25. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.
26. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Contractor must submit, upon request by District, appropriate documentation to the District identifying the steps the Contractor has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
27. **Interaction with the Media and Public.** Contractor shall promptly refer all inquiries from the news media or public to District and shall not make any statements to the media or the public relating to the Services. If Contractor receives a complaint from a citizen or the community, Contractor shall promptly inform the District about the complaint.
28. **Taxes.** Contractor shall be liable and solely responsible for paying all required taxes and other obligations, including but not limited to federal and state income taxes and social security taxes payable in connection with the Services and this Agreement. Contractor agrees to release, indemnify, defend, and hold District harmless from and against any worker's compensation or any tax liability which District may incur to any Federal or State governments with jurisdiction as a consequence of this Agreement. All payments made to Contractor may be reported to the Internal Revenue Service.
29. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
30. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 30.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.

- 30.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
31. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
32. **Disputes.** In the event of a dispute between the Parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop performing the Services.
33. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractors(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
34. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
35. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service, addressed as follows:

Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501
ATTN: Robbie Lyng


Lathrop Construction Associates, Inc.
4001 Park Rd.
Benicia, CA 94510
ATTN: Anthony Reed


-
- Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.
36. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
37. **California Law.** This Agreement is entered into in California and shall be governed by and the rights, duties and obligations of the Parties, and shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located. Contractor waives any claim or right to remove an action on this Agreement to federal court.
38. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

39. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
40. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
41. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
42. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
43. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
44. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
45. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
46. **Incorporation of Recitals and Attachments.** The Recitals and each attachment attached hereto are hereby incorporated herein by reference.
47. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.
48. **Incorporation of RFQ/RFP & Proposal and Interpretation of Documents.** If the Parties enter into this Agreement as a result of a Request for Qualifications and/or a Request for Proposal ("RFQ/RFP"), the RFQ/RFP is incorporated into this Agreement, except that if there is any conflict between the RFQ/RFP and any provision of this Agreement, the Agreement shall prevail.

IN WITNESS WHEREOF, the Parties have accepted and agreed to this Agreement, as of the Effective Date, and have directed and authorized their respective officers to execute this Agreement:

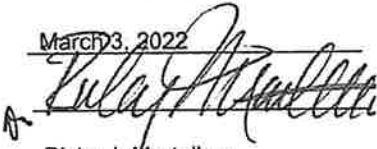
Alameda Unified School District

Date: 03/07/2022
Signature: 
Print Name: Robbie Lyng
Print Title: Senior Director of Construction

Date: 03/07/2022
Signature: 
Print Name: Shariq Khan
Print Title: Chief Business Officer

Date: _____
Signature: _____
Print Name: Jennifer Williams
Print Title: Board President

Lathrop Construction Associates, Inc.

Date: March 3, 2022
Signature: 
Print Name: Ricky J. Martellaro
Print Title: President

Attachment A to Agreement for Preliminary Services

Scope of Services

1. **Scope of Contractor's Preliminary Services.** Contractor, as the District's development consultant and authorized representative as contemplated by Business and Professions Code 7040, agrees to perform the services described herein. Contractor shall perform management and coordination services, plan and specification constructability reviews, provide value-engineering reviews and recommendations and other reviews as necessary to verify that the drawings and specifications are clear and reasonably accurate to minimize the need for changes during the construction phase of the project, including but not limited to the following ("Preliminary Services"):
 - 1.1. **General Services.**
 - 1.1.1. Contractor shall attend regular meetings during Project development between the Architect, the District, District site personnel, and any other applicable consultants of the District as required to discuss the Project, including budget, scope and schedule.
 - 1.1.2. Contractor shall assist Architect with the making of a written record of all meetings, conferences, discussions and decisions made between or among the District, Architect and Contractor.
 - 1.1.3. Contractor shall assist the Architect with making formal presentations to the governing board of District.
 - 1.1.4. Contractor shall prepare and update the preliminary Project schedule.
 - 1.1.5. Contractor shall prepare and update the components of the Guaranteed Project Cost and shall be primarily in control of ensuring that the Project can and is constructed for no more than that amount.
 - 1.1.6. Contractor shall assist District with City land use issues;
 - 1.1.7. Contractor shall assist District with DSA review, input, and timeframe for same;
 - 1.1.8. Contractor shall provide review and comment upon geotechnical / soils investigation and report;
 - 1.1.9. Contractor shall provide review and comment upon survey of the Project site;
 - 1.1.10. Contractor shall provide review and comment upon any environmental impact report ("EIR") or other required California Environmental Quality Act ("CEQA") documents with District's CEQA consultant.
 - 1.2. **Review of Design Documents.**
 - 1.2.1. Contractor shall review Project design and budget with the District and the Architect **four (4)** times: during the Schematic Design Phase, the Design Development Phase, at 50% Construction Documents Phase, and at 100% Construction Documents Phase to:
 - 1.2.1.1. Contractor shall provide recommendations on site use and improvements, selection of materials, building systems and equipment and methods of Project delivery;

1.2.1.2. Contractor shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction of the Project and subparts thereof if requested, and factors relating to cost including, but not limited to, construction costs of alternate designs of materials, preliminary budgets and possible economics that could be achieved through alternate methods or substitutions;

1.2.1.3. Contractor shall provide interim design phase estimates to establish and maintain the Project budget and scheduled costs; and

1.2.1.4. Contractor shall provide plan review.

1.2.1.5. **Value-engineering.** Contractor shall prepare a value-engineering report for District review and approval that:

1.2.1.5.1. Details areas of cost saving (e.g. construction processes/procedures, specified materials and equipment, and equipment or other aspects of the design documents that can be modified to reduce costs and/or the time for achieving final completion of the Project and/or to extend life-cycle and/or to reduce maintenance/operations costs, without diminution in the quality of materials/equipment/workmanship, scope or intended purposes of the Project);

1.2.1.5.2. Provides detailed estimate for proposed value-engineering items;

1.2.1.5.3. Defines methodology or approaches that maximize value; and

1.2.1.5.4. Identifies design choices that can be more economically delivered.

1.2.1.6. **Constructability Review.** Contractor shall prepare detailed interdisciplinary constructability review within thirty (30) days of receipt of the plans from the District that:

1.2.1.6.1. Ensures construction documents are well coordinated and reviewed for errors;

1.2.1.6.2. Identifies to the extent known, construction deficiencies and areas of concern;

1.2.1.6.3. Back-checks design drawings for inclusion of modifications;

1.2.1.6.4. Provides the District with written confirmation that:

1.2.1.6.4.1. Requirements noted in the design documents prepared for the Project are consistent with and conform to the District's Project requirements and design standards; and

1.2.1.6.4.2. Various components have been coordinated and are consistent with each other so as to minimize conflicts within or between components of the design documents.

1.2.2. **Confirm Modifications to Design Drawings.** If the District accepts Contractor's comments, including the value-engineering and/or constructability review comments, Contractor shall review the design documents to confirm that those comments are properly incorporated into the final design documents.

1.3. Budget of Project Costs.

1.3.1. At each stage of plan review indicated above, Contractor shall update and refine the budget of the Guaranteed Project Cost based on the most recent set of design documents.

Contractor shall also advise the District and the Architect if it appears that the total construction costs may exceed the Guaranteed Project Cost established by the District and shall make recommendations for corrective action. Contractor will further provide input to the District and Architect relative to value of construction, means and methods for construction, duration of construction of various building methods and constructability.

- 1.3.2. In each budget of the Guaranteed Project Cost, Contractor shall include values of scopes of work subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. This budget of the Guaranteed Project Cost shall include, at a minimum, the following information divided into at least the following categories:

- 1.3.2.1. Overhead and profit;
- 1.3.2.2. Supervision;
- 1.3.2.3. General conditions;
- 1.3.2.4. Layout & Mobilization (not more than 1%);
- 1.3.2.5. Submittals, samples, shop drawings (not more than 3%);
- 1.3.2.6. Bonds and insurance (not more than 2%);
- 1.3.2.7. Close-out documentation (not less than 3%);
- 1.3.2.8. Demolition;
- 1.3.2.9. Installation;
- 1.3.2.10. Rough-in;
- 1.3.2.11. Finishes;
- 1.3.2.12. Testing;
- 1.3.2.13. Punchlist and acceptance.

Contractor shall indicate its willingness and ability to enter into the Contract Document to construct the Project for at or below that Guaranteed Project Cost, excluding unforeseen conditions or District-requested changes. This commitment will be a component of the Contract Documents.

1.4. Construction Schedule and Phasing Plan.

Contractor shall prepare a preconstruction schedule to guide the design team through to bid dates. That schedule shall show the multiphases and interrelations of design, constructability review, and estimating. Contractor shall also prepare a full construction schedule for the Project detailing the phasing and construction activities. Contractor shall further investigate, recommend and prepare a schedule for the District's purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect.

1.5. Construction Planning and Bidding.

- 1.5.1. Contractor shall prepare and distribute specifications and drawings provided by District to facilitate bidding to Contractor's subcontractors.
- 1.5.2. Contractor shall review the drawings and specifications to eliminate areas of conflict and overlapping in the work to be performed by various subcontractors, and with a view to eliminating change order requests by the Architect or subcontractors.
- 1.5.3. Contractor shall conduct pre-bid conferences. Contractor shall coordinate with District and the Architect in responding to subcontractor questions or providing clarification to all subcontractors.

1.5.4. Contractor shall prepare appropriate subcontractor bid packages.

1.6. Bidding for Subcontractor Work. CONTRACTOR SHALL SOLICIT AND PROCURE SUBCONTRACTORS PURSUANT TO THE SUBCONTRACTOR PROCUREMENT PROCESS ATTACHED TO THE FACILITIES LEASE AS EXHIBIT H.

2. Limited Authority. The duties, responsibilities and limitations of authority of Contractor shall not be restricted, modified or extended without written agreement between the District and Contractor.
3. District's Responsibilities. The District has and shall continue to provide to Contractor information regarding requirements for the Project, including information regarding the District's objectives, schedule, constraints and criteria.

**EXHIBIT M
TO FACILITIES LEASE
PROJECT LABOR AGREEMENT**

ALAMEDA UNIFIED SCHOOL DISTRICT PROJECT LABOR AGREEMENT

PREAMBLE

The purpose of this Agreement is to promote efficiency of construction operations during the Alameda Unified School District Measure I New Construction and Modernization Projects ("Projects") as defined herein, and to provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Projects, while also helping to increase training and employment opportunities for the District's students in the construction trades through apprenticeship and pre-apprentice programs as the students graduate from the District's schools.

The relevant skilled work force requirements described in Education Code section 17407.5 as that statute relates to the commitment that a skilled and trained workforce will be used to perform the Project(s), is deemed to have been established by any Contractor becoming a signatory to this Agreement.

RECITALS

WHEREAS, the timely and successful completion of the Projects is of the utmost importance to the Alameda Unified School District ("District") to meet the educational needs of the District's students and to avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the unions affiliated with the Building and Construction Trades Council of Alameda County ("Unions") and any other labor organization which is signatory to this Agreement employed by contractors and subcontractors who are signatory to this Agreement; and

WHEREAS, it is recognized that on projects of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the District, the Unions and Contractor/Employer(s) would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Projects by the Contractor/Employer(s), and further, to encourage close cooperation among the Contractor/Employer(s) and the Union(s) to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the Agreement is not intended to replace, interfere, abrogate, diminish or modify existing local or national collective bargaining Agreements in effect during the duration of the Projects, insofar as a legally binding Agreement exists between the Contractor/Employer(s) and the affected Union(s) except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining Agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contracts for construction work on the Projects will be awarded in accordance with the applicable provisions of the Public Contract Code, Education Code and other applicable California law; and

WHEREAS, the funding for the construction of the Projects will come from Measure I, passed by the Alameda residents, and paid for by the Measure I special tax on the properties owned by Alameda residents, in contrast to typical California school projects, which are funded through a balance of local and State funds; and

WHEREAS, the District has the absolute right to select the lowest responsive and responsible bidder for the award of the construction contracts on the Projects, or to reject all bid proposals, or to use other legal project delivery methodologies; and

WHEREAS, the District places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and has identified the need to prepare its students for lifelong careers and continuing education, recognizing the ability of local apprenticeship programs to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Projects;

NOW, THEREFORE, it is agreed between and among the parties hereto, as follows:

ARTICLE 1. DEFINITIONS

1.1 "Agreement" means this Project Labor Agreement.

1.2 "District" means the Alameda Unified School District, its employees, agents, and administrative staff under its Superintendent.

1.3 "Completion" of work on a project means that point at which the District has determined that the work to construct the project is in all respects 100% complete and that all contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents. Division of State Architect approval is not required for a determining that a project is complete.

1.4 "Contractor/Employer(s)" means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise, and their successors and assigns, that enters into a contract with the District not excluded in this

Agreement with respect to the construction of any part of the Projects under contract terms and conditions approved by the District and which incorporate the Agreement, and any of its contractors or subcontractors of any tier.

1.5 "Construction Contracts" means the public works contracts including design-bid, design-build, lease-leaseback or other contracts not excluded in this Agreement which will be signed by the District and which are necessary to complete the Projects.

1.6 "Projects" is defined to include all phases of the construction of new facilities and demolition, upgrading and repair to all existing facilities covered in construction contracts executed by the District and that are covered by this Agreement in Section 2.2.

1.7 "Union" or "Unions" means the Building and Construction Trades Council of Alameda County, AFL-CIO ("Council") and any affiliated labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement ("Signatory Unions").

1.8 "Project Manager" means the person(s) or business entity(ies) designated by the District to oversee all phases of construction on the Projects and to oversee the implementation of this Agreement and who works under the guidance of the District's Authorized Representative.

1.9 "Facilities Officer" means the Facilities Officer for the Alameda Unified School District.

1.10 "Master Agreement" or "Schedule A" means the Master Collective Bargaining Agreement of each craft Union signatory hereto.

1.11 "Alameda Resident" for purposes of this Agreement means any individual who at any time during the Projects' construction can certify through a utility bill, or other similar means acceptable to the parties to this Agreement, that the individual resided within either the boundaries of the Alameda Unified School District or the Alameda City Limits both on the date of such certification and the effective date of this Agreement.

1.12 "District Graduate" is a person who has graduated from the Alameda Unified School District.

1.13 "First Period Apprentice" is a first period apprentice who is enrolled in a State of California approved apprenticeship program that is a joint labor-management apprentice program.

1.14 "General Contractor" means the entity with overall project schedule responsibility, such as a General Contractor, Construction Manager, Lease-Leaseback Developer, Prime Contractor, Design Build entity, etc.

1.15 "Allocated" regarding project funding means the point in time in which a project is defined enough to where a preliminary budget is created and established in the Measure I program budget tracking system managed by the Program Manager.

ARTICLE 2.
SCOPE OF AGREEMENT

2.1 Parties: The Agreement shall apply and is limited to all Contractors/Employer(s) performing construction contracts on the Projects, the District and the Building and Construction Trades Council of Alameda County, AFL-CIO ("Council") and any affiliated labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement ("Signatory Unions"). It is agreed that liability under this Agreement is several and not joint.

2.2 Project Description:

2.2.1 The District will apply the Agreement as a contract specification to the award of construction contracts identified by the District as Measure I Projects, funded in whole or in part by Measure I General Obligation bonds, and which were let for bid after the date of this Agreement. Construction projects include those that provide for the construction of new facilities, the demolition of facilities or the renovation of current facilities.

2.2.2 Excluded Work. However, the Parties acknowledge that the District may exclude, at its discretion, up to five percent (5%) of Measure I Project proceeds for smaller or deferred maintenance construction projects. It is also understood that no single craft's work shall be disproportionality affected by this exclusion. The Unions agree that they will not undertake any strike or work stoppage against a contractor performing work at a District site under this provision. Either Party to the Agreement can call to meet and confer regarding the implementation of this section 2.2.2.

2.3 Project Labor Disputes. All project labor disputes involving the application or interpretation of a Master Agreement to which a signatory Contractor/Employer(s) and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of the Project Labor Agreement shall be subject to resolution by the grievance arbitration procedure set forth in Article 13.

2.4 Covered Work:

2.4.1 This Agreement covers, without limitation, all on-site construction, demolition, alteration, installation, improvement, painting or repair of buildings, structures, landscaping, temporary fencing and other works and related activities for the Projects that is within the craft jurisdiction of one of the Unions and that is part of the Projects, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, pipelines, (including those in linear corridors built to serve the project), pumps, pump stations and modular furniture installation, site preparation, survey work, demolition of existing structures and all construction, demolition or improvements required to be performed as a condition of approval by any public agency. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published.

2.4.2 This Agreement shall apply to any start-up, calibration, commissioning, performance testing, repair, maintenance, operational revisions to systems and/or subsystems performed on Covered Work after Project Completion unless the covered work is performed by District Employees.

2.4.3 The Projects include work necessary for the Projects and/or in temporary yards or areas adjacent to or dedicated to the Projects, and at any batch plant(s) constructed or used solely to supply materials to the Projects, This Agreement covers all on-site fabrication work over which the District, Contractor(s) or subcontractor(s) possess the right of control (including work done for the Projects in any temporary yard or area established for the Projects.) Additionally, this Agreement covers any off-site work, including fabrication necessary for the Project defined herein, that is covered by a current Schedule "A" Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.

2.4.4 The furnishing of supplies, equipment or materials which are stockpiled for later use shall in no case be considered subcontracting. Construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement, to the fullest extent provided by law and by prevailing wage determinations of the California Department of Industrial Relations ("DIR"). Employers, including brokers, of persons providing construction trucking work shall be required to provide certified payroll records, as required to the District within ten (10) days of written request or as required by the DIR and California law.

2.4.5 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that installation of specialty items which may be furnished by the District or a Contractor shall be performed by construction persons employed under this Agreement who may be directed by other personnel in a supervisory role; provided, however, in limited circumstances requiring special knowledge of the particular item(s), may be performed by construction persons of the vendor or other companies where necessary to protect a manufacturer's warranty. All work of a specialty nature to be performed by the employees of a vendor or equipment manufacturer necessary to protect the warranty on such equipment shall be identified and discussed at the Pre-job meeting as provided in Article 5 of this Agreement. The issue of whether it is necessary to use construction persons of the vendor or other companies to protect the manufacturer's warranty shall be subject to the grievance and arbitration clause of this Agreement.

2.4.6 It is agreed that the District shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Agreement by executing the **Letter of Assent (Attachment A)** prior to commencing work. The District shall assure compliance with this Agreement by the Contractors. It is further agreed that, where there is a conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except that work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the NTL Articles of Agreement, the National Stack/Chimney

Agreement, the National Cooling Tower Agreement, and the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians, with the exception that Articles IV, XIII and XIV of this Agreement shall apply to such work. It is understood that this, together with the MLAs, is a self-contained, stand alone, Agreement and that by virtue of having become bound to this Project Agreement, neither the District

2.5 **Exclusions.** The following shall be excluded from the scope of this Agreement.

2.5.1 Work performed by public utilities is not intended to be covered by this Agreement even if such work is funded all or in part by local bond funds.

2.5.2 The Excluded Work identified in section 2.2.2 of this Agreement.

2.5.3 Work, independent of job-site construction work contracts, performed by the District related to the purchase or lease of specialized equipment and work performed by District personnel.

2.5.4 Information Technology and Data Processing Equipment, Materials and Supplies purchased by the District using Measure I Project proceeds.

2.5.5 All employees of the design team or other consultants to the District not performing craft or manual labor within the scope of this Agreement.

2.5.6 Off-site maintenance of leased equipment and onsite supervision of such work.

2.5.7 The Agreement shall not apply to a Contractor/Employer's non-craft executives, managerial employees, engineering employees and supervisors (except those covered by existing building and construction trades collective bargaining Agreements), and office and clerical employees. This Agreement shall not apply to Professional Services so long as the work performed is not subject to Prevailing Wage classifications.

2.5.8 The District shall not be required to comply with this Agreement for any work performed with its own forces as permitted by the Public Contract Code and Education Code.

ARTICLE 3. EFFECT OF AGREEMENT

3.1 By executing the Agreement, the Unions and the District agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award under a Construction Contract for the Projects, whether as contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the Letter of Assent in the form attached hereto as Addendum A.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of the Construction Contract, the Contractor/Employer(s) shall provide a copy of this Agreement, as it may from time to time be modified, to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work. This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

ARTICLE 4.

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, District and Contractor/Employers covered by the Agreement agree that for the duration of the Projects:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Projects, at the job site of the Projects or at any other facility or construction project of District because of a dispute on the Projects. Disputes arising between the Unions and Contractor/Employers on other District projects are not governed by the terms of the Agreement or this Article.

4.1.2 As to employees employed on the Projects, there shall be no lockout of any kind by a Contractor/Employer covered by the Agreement.

4.1.3 If a Master Agreement expires before the Contractor/Employer completes the performance of the Construction Contract the Union agrees that it will not strike the Contractor/Employer on said contract for work covered under this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/Employer agrees to comply with any retroactive terms of the new or modified master collective bargaining Agreement which are applicable to employees who were employed on the projects during the interim with retroactive payment due within seven (7) days of the effective date of the modified Master Agreement.

4.1.4 In the case of nonpayment of wages and trust fund contributions on the Projects, the Union shall give the District and the Contractor/Employer(s) three (3) business day notice of the intent when nonpayment of trust funds has occurred and three (3) business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor/Employer(s)' or their subcontractor's workforce, during which time the Contractor/Employer shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from an Contractor/Employer who has failed to pay his/its fringe benefit contributions or failed to meet his/its weekly payroll shall not be considered a violation of this Article. If the District contends that any Union has violated this Article, it will notify in writing (including email)

the Secretary-Treasurer/Business Manager/Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use his/her best efforts to cause the cessation of any violation of this Article within 24 hours and the leadership of the Union will immediately inform the membership of their obligations under this Article. If, after the expiration of the 24-hour period, the District continues to contend that a Union has violated this article, the District institute the expedited arbitration procedure set forth below. The leadership of the Union will immediately inform the membership of their obligations under this Article.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to invoking any other action at law or equity, when a breach of this Article is alleged to have occurred:

4.2.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators in Article XIII.. Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile, email or telephone to the District and the party alleged to be in violation, and to the Council of Alameda County and the involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the District shall contact the designated arbitrator, named above or the alternate who will attempt to convene a hearing within twenty-four (24) hours if it is contended the violation still exists. The Arbitrator shall notify the parties by facsimile, email or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

4.2.3 The sole issue at the hearing shall be whether or not a violation of Article 4, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article fail to comply with an Arbitrator's award to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000.00) per shift for which it failed to comply, or portion thereof, until such violation is ceased. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

4.2.4 Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2(4) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such Agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.5 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance are waived by the parties.

4.2.6 The fees and expenses of the arbitrator shall be divided equally between the parties.

4.2.7 If, after final order by any Court of competent jurisdiction, the offending party continues to breach the terms of Article 4 of this Agreement, the non-offending party shall have the option to recover monetary damages associated with the breaching party's failure to comply with the Agreement and court order, including but not limited to delay damages and escalation costs.

ARTICLE 5. PRE-CONSTRUCTION CONFERENCE

5.1 Timing: The Project Manager shall convene and conduct a pre-job conference with representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and to discuss in detail the scope of work and other issues as set forth below, and the Unions, at a location mutually agreeable to the applicable Council at least 21 calendar days prior to:

5.1.1 The commencement of any Project Work, and

5.1.2 The commencement of Project Work on each subsequently awarded construction contract.

5.2 The conference shall be attended by a representative of each participating Contractor and each affected Union and the Council and District may attend at their discretion.

5.2 The pre-job conference shall include but not be limited to the following subjects:

5.2.1 A listing of each Contractor's scope of work;

5.2.2 The craft assignments;

5.2.3 The estimated number of craft workers required to perform the work;

5.2.4 Transportation arrangements;

5.2.5 The estimated start and completion dates of the work; and

5.2.6 Discussion of pre-fabricated materials.

5.3 Review Meetings: In order to ensure the terms of the PLA are being fulfilled and all concerns pertaining to the Agency, the Unions, and the Contractors are addressed, the Project Manager, General Contractor and Secretary Treasurer of the Council or designated representatives thereof shall meet on a periodic basis during the term of construction.

ARTICLE 6. NO DISCRIMINATION

The Contractor/Employer(s) and Union(s) agree not to engage in any form of discrimination on the ground or because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability or Acquired Immune Deficiency Syndrome or AIDS Related Condition (AIDS/ARC), or any other basis made illegal by law against any employee, or applicant for employment, on the Projects.

ARTICLE 7. UNION SECURITY

7.1 The Contractor/Employer(s) recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 All employees who are employed by the Contractor/Employer(s) on the Projects shall, as a condition of employment, on or before the eighth (8th) day of consecutive or cumulative employment on a Construction Contract subject to this Agreement, be responsible for the payment of the applicable monthly working dues and any associated fees uniformly required for union membership in the local union which is signatory to this Agreement. Further, there is nothing in this Agreement that would prevent non-union employees from joining the local union.

7.3 Authorized representatives of the Union(s) shall have access to the Projects whenever work covered by this Agreement is being, has been or will be performed on the Projects.

ARTICLE 8. REFERRAL

8.1 The Union(s) shall be the primary source of all craft labor employed on the Projects. However, in the event that a Contractor/Employer has his/her own Core workforce, the Contractor/Employer(s) may request by name, and the local shall honor, referral of persons who demonstrate the following qualifications:

8.1.1 possess any license required by state or federal law for the Project work to be performed;

8.1.2 have worked a total of at least one thousand five hundred (1,500) hours in the construction craft during the prior three (3) years;

8.1.3 were on the Contractor/Employer(s)' active payroll for at least sixty (60) out of the one hundred (100) calendar days prior to the contract award;

8.1.4 have the ability to perform safely the basic functions of the applicable trade.

8.2 The Union will refer to such Contractor/Employer(s) one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor/Employer(s)' "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor/Employer(s) crew requirements are met or until such Contractor has hired five (5) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor/Employer(s)' work the ratio shall be maintained and when the Contractor/Employer(s)' workforce is reduced, employees shall be reduced in reverse order beginning with the core worker and in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring. Contractor/Employer(s) signatory to a Local, Regional, and/or National collective bargaining Agreements with Union(s) signatory hereto shall be bound to use the hiring hall provisions contained in the Master Agreement of the affected Union(s), and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement(s).

8.3 Contractor/Employer(s) shall be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions. In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer(s) for employees within a forty-eight (48) hour period, weekends and holidays excluded, after such requisition is made by the Contractor/Employer(s), the Contractor/Employer(s) shall be free to obtain work persons from any source. The Contractor/Employer(s) shall immediately notify the appropriate Union of the identity, including name, address, telephone number and social security number, of any such person(s) hired from an alternative source and refer the employee to the hall to comply with Article XII.

8.4 Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor/Employer(s),

8.5 Subject to the limitation of applicable law, the parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the City of Alameda, to meet the needs of the Projects and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures of the Unions, of qualified Alameda Residents, as journeymen and apprentices on the Projects and entrance into such apprenticeship and training programs as may be operated by the signatory Unions consistent with the applicable Apprenticeship Program's State-approved Standards.

**ARTICLE 9.
WAGE AND BENEFITS**

9.1 All Contractor/Employer(s) agree to pay contributions to the vacation, pension or other form of deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement for each hour worked on the Projects in the amounts designated in the Master Agreements of the appropriate local Union.

9.2 By signing this Agreement, the Contractor/Employer(s) adopt and agree to be bound by the written terms of the legally established trust Agreements, as described in 9.1, and which may from time to time be amended, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Contractors authorize the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratify and accept the trustees so appointed as if made by the Contractor(s). The Contractor(s) agrees to execute a Subscription Agreement(s) for Trust Funds when such Trust Fund(s) requires such document(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Projects shall be governed by the Master Agreement of the respective crafts, copies of which shall be on file with the District upon request, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered in this Agreement, the Master Collective Bargaining Agreement will prevail. When a subject is covered by both the Master Collective Bargaining Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

**ARTICLE 10.
EMPLOYEE GRIEVANCE PROCEDURE**

All disputes involving discipline and/or discharge of employees working on the projects shall be resolved through the grievance and arbitration provision contained in the Master Agreement for the craft of the affected employee. No employee working on the Projects shall be disciplined or dismissed without just cause.

**ARTICLE 11.
COMPLIANCE**

It shall be the responsibility of the Contractor/Employer(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article 9. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit trust funds to collect delinquent trust fund contributions from Employers on the Projects. The District shall monitor and enforce compliance with the prevailing wage requirements of the State and Contractor/Employer(s)' compliance with this Project Labor Agreement.

ARTICLE 12.
JOINT ADMINISTRATIVE COMMITTEE

12.1 The parties to this Agreement shall establish a four (4) person Joint Administrative Committee. This Committee shall be comprised of two (2) representative selected by the District and two (2) representatives selected by the Unions. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

12.2 The Joint Administrative Committee shall meet as requested by the Parties to review the implementation of the Agreement and the progress of the Projects. Any question regarding the meaning, interpretation, or application of the provisions of this Agreement shall be referred directly to the Joint Administrative Committee for review and recommendation.

ARTICLE 13.
GRIEVANCE ARBITRATION PROCEDURE

13.1 All Project labor disputes involving the application or interpretation of the Master Agreement to which a signatory Contractor/Employer and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the Master Collective Bargaining Agreement. All disputes arising out of the meaning, interpretation or application of the provisions of this Agreement shall be settled by means of the procedures set out herein. No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within ten (10) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in Section 13.1 may be extended by mutual Agreement (oral or written) of the parties.

13.2 Grievances shall be settled according to the following procedures:

- Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or District Council, or his/her designee, and the representative of the involved Contractor/Employer shall confer and attempt to resolve the grievance. The Union(s) shall notify its International Union representative(s), which shall advise if it intends on participating in a Step 2 meeting.
- Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days after its referral to Step 1, either involved party may submit it within three (3) business days to the Joint Administrative Subcommittee (consisting of one District and one Union representative of the Joint Administrative Committee), which shall meet within five (5) business days after such referral (or such longer time as is mutually agreed upon by all representatives on the Joint Administrative Committee), to confer in an attempt to resolve the grievance. The decision of the Joint Administrative Subcommittee shall be final and binding on all parties. If the dispute

is not resolved within such time five (5) business days after its referral or such longer time as mutually agreed upon, it may be referred within five (5) business days by either party to Step 3.

Step 3: Within five (5) business days after referral of a dispute to Step 3, the parties shall choose a mutually agreed upon arbitrator for final and binding arbitration. If the parties cannot mutually agree on the selection of an arbitrator, the arbitrator shall be selected by the alternate striking method from the following list: (Hirsch, Winograd, Riker, Davis, Engler) The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second. Such striking shall take place within three (3) days. If a party does not respond within three (3) days, this means any Arbitrator from the list is acceptable. The decision of the Arbitrator shall be binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual Agreement. A written opinion may be requested by a party from the presiding Arbitrator. The time limits specified in any step of the Grievance Procedure set forth in Section 13.2 may be extended by mutual Agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes. In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

13.3 Retention: At the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the District withhold and retain an amount from what is due and owing to the Contractor(s) against whom the grievance is filed, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The amount shall be retained by the District until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an Arbitrator shall so order.

13.4 Should any of the arbitrators listed in Article 4 or above no longer work as a labor arbitrator, the District and the Council, through the Joint Administrative Committee, shall mutually agree to a replacement.

ARTICLE 14.
JURISDICTIONAL DISPUTES

14.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

14.2 All jurisdictional disputes on this Project between or among the Building and Construction Trades Unions and the Employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department, or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employer and Union parties to this Agreement.

14.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California, within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

14.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this Section shall be subject to immediate discharge.

14.5 Each Employer shall conduct a Pre-Job Conference with the Council prior to commencing Covered Work. The Primary Employer and the Owner will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

ARTICLE 15.
MANAGEMENT RIGHTS

Consistent with the Master Labor Agreements, the Contractor/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees except that lawful manning provisions in the Master Agreement shall be recognized.

ARTICLE 16.
SAVINGS CLAUSE

16.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full

force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual Agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

16.2 The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

16.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the District from complying with all or part of its provisions and the District accordingly determines that the Agreement will not be required as part of an award to a Contractor/Employer, the unions will no longer be bound by the provisions of Article 4.

ARTICLE 17. TERM

17.1 The Agreement shall be included as a condition of the award of all construction contracts for the Projects.

17.2 This Agreement shall become effective on the day the District ratifies this Agreement and shall continue in full force and effect for a period of five years. The parties may mutually agree in writing to amend, extend or terminate this Agreement at any time.

ARTICLE 18. ALAMEDA HIRE REQUIREMENTS

18.1 The Parties agree to a goal that Alameda Residents, and especially District Graduates, will perform a minimum of 20% of the hours worked, on a craft by craft basis on the Projects. In the event that no Alameda residents or District Graduates are available to fulfill the 20% local hire requirement, the next tier of residents will come from the Green Corridor. This includes, in addition to Alameda, the cities of Albany, Berkeley, El Cerrito, Emeryville, Richmond, Oakland, and San Leandro. The Contractor/Employer(s) shall make good faith efforts to reach this goal through the utilization of the Unions' hiring hall procedures. The Unions shall make good faith efforts in their recruiting and training of District Graduate and Alameda Resident workers and in their hiring hall procedures to facilitate this 20% goal on the Projects.

18.2 Should any of the contractors performing work on the Projects fail to meet this 20% goal and fail to demonstrate "good faith" efforts to do so, through a specific submittal process to be included in their contractual requirements, the contract's 10% retention will be held until such time that this failure is remedied. Acceptable remedies to correct continued failure may include, but not be limited to the following remedies, as determined by the Joint Administrative Committee (as established in Section 12):

18.2.1 Classification as a non-qualified bidder on future District projects;

18.2.2 Commitment, with documentation, to employ District Graduates, or

Green Corridor Residents on non-District projects for a determined number of work hours; and

18.2.3 Bringing in District Graduates and Alameda residents as new apprentices and continuing their employment for up to 12 months.

18.3 A Contractor/Employer(s) who has employed a District Graduate for up to six months preceding the start of the District project for a minimum of at least 100 hours per month and has the ability to perform safely the basic functions of the applicable trade may receive credit for 50% of these hours towards the 20% goal. A Contractor/Employer may also receive credit for 50% of the documented hours performed by District Graduates or Alameda Residents on the Contractor's non-District projects, when such hours are concurrent with the Contractor's work on the Projects.

18.4 The maximum total combined credit that can be applied for in 18.3 is half of the 20%.

18.5 The contractors may use District student intern's hours for credit towards the local hiring goals. Internships for credit may be up to three (3) interns per year at up to 3000 hours per year per intern.

18.6 Should any Contractor/Employer performing work on the Projects exceed the 20% local hire goal as set forth in this Agreement, they shall be acknowledged at the appropriate public, televised school board meeting for their efforts at the completion of their contract scope.

18.7 Apprenticeship Provision:

18.7.1 The Prime Contractor and their sub-contractors will be required to hire 1 District Graduate, Alameda Resident or Alameda Student as a first period apprentice for every 5 million dollars of total construction cost. There can be no more than 2 entry-level apprentices credited for each craft, and the general contractor will be able to include entry-level apprentices hired by their subcontractor to meet this requirement. The District will refer names of former students or recent graduates to the Union and Contractors and the Unions will agree to cooperate with the Contractor in furnishing apprentices as requested and the hiring of the apprentices will be in accordance to the Apprenticeship provisions listed in the Master Agreements, and the apprentices shall be properly supervised and paid in accordance with provisions contained within the Master Agreements. The failure of the District to refer names and/or the Union to provide those apprentices upon request will relieve the Prime contractor of this District Graduate/Alameda Resident/Student first period apprentice hiring responsibility.

18.7.2 The General Contractor, or subcontractor who hires such Alameda Resident/Student First Period Apprentices shall be credited with two work hours towards the 20% local work hours, for each hour worked by the first period Alameda Resident/Student apprentices.

18.7.3 The intent of this provision is to work the new apprentices to the full extent permissible by state law and the Master Agreements. Failure of the General Contractor and their subcontractors to maintain qualified apprentices on the job will be subject to Division of Apprenticeship Standards penalties, and further penalties as determined by the Joint Administrative Committee.

18.8 **Career Technical Education Program.** Both the District and the Building Trades agree that an active school to career program in the trades can be a benefit to many Alameda students. The Building Trades and the District agree to collaborate in the development and implementation of the District's Career Technical Education ("CTE") program.

18.9 The Building Trades agree to support the District's CTE programs by doing the following:

18.9.1 Assisting the District's CTE program by:

18.9.2 Providing speakers at least twice a year,

18.9.3 Escorting field trips to existing apprenticeship centers at least three times a year, per the school's schedule,

18.9.4 Mentoring students. Identify at least five individuals who will serve as mentors,

18.9.5 Internships for students. The Unions will explore providing internships. The Unions will assist the program in identifying willing contractors and suppliers to provide additional internships.

18.10 **Career Fairs.** Agree to actively participate with multiple trade booths in two career fairs per year.

18.11 Actively participate in helping to create and provide hands-on training for, pre-apprenticeship programs set up by the District for adult school and b-tech students. Such participation may begin slowly, but it is envisioned that the trades will spend no less than 100 hours per year in assisting this program.

18.12 Assist in exploring the feasibility of the District students participating in local pre-apprenticeship programs, such as the Cypress-Mandela program. Support the District efforts with this program if a mutual Agreement with such a program can be worked out.

18.13 The parties agree to meet around the implementation of the program at the discretion of the District.

ARTICLE 19. **HELMETS TO HARDHATS**

19.1 The parties recognize a desire to facilitate the entry into the Building and Construction Trade Union(s) of Veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veteran's Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties

19.2 The Union(s) and Contractor/Employer(s) agree to coordinate with the Center to participate in an integrated database of Veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Union(s) will give credit to such Veterans for bona fide, provable past experience.

**ARTICLE 20.
MISCELLANEOUS PROVISIONS**

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

20.2 **No Representations or Warranties.** Each of the parties acknowledges no one has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this Agreement, and that this Agreement is not executed in reliance upon any such promise, representation or warranty.

20.3 **Modification.** Each of the parties acknowledges and agrees that this Agreement may be amended only by writing and signed by the District and the Council.

20.4 **Interpretation.** Each of the parties acknowledges and agrees that this Agreement is an accord and satisfaction to be construed as whole according to its fair meaning and not in favor of nor against any of the parties as draftsman or otherwise.

20.5 **Forum.** Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda in accordance with the procedures set forth in this Agreement.

20.6 **Choice of Law.** This Agreement shall be governed by and interpreted under the laws of the State of California and the Federal laws of the United States of America as applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California.

20.7 **No Attorneys Fees.** No party shall be entitled to recover an award of attorneys' fees or costs with respect to any action or proceeding seeking relief under this Agreement.

20.8 **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Facsimile or email PDF signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

20.9 **Warranty of Authority.** Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

20.10 Ratification by Governing Board. This Agreement shall not be binding on the District until it is ratified by the Governing Board at a publicly noticed Governing Board meeting.

ALAMEDA UNIFIED SCHOOL DISTRICT

By: _____

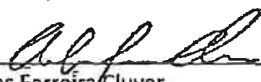


Date: _____

02.09.17

BUILDING AND CONSTRUCTION TRADES COUNCIL OF
ALAMEDA COUNTY, AFL-CIO

By: _____


Andreas Ferreira Cluver,
Secretary-Treasurer

Date: _____

6/10/16

[Trade signatures follow below]

Addendum A: Agreed To Letter of Assent

[Addressee]

[Address]

[City and State]

Re: Alameda Unified School District Measure I New Construction and Modernization Projects,
Project Labor Agreement.

Letter of Assent for Alameda HS Utility Building Boiler Plant & Hydronic Fan Coil
(Projects Name)

Dear Mr. /Ms. _____:

The undersigned party confirms that it agrees to be a party to and bound by the Alameda Unified School District Measure I New Construction and Modernization Projects, Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Letter of Assent, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust Agreements as set forth in Section 9.1, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds, and agrees to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) requires such document(s).

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the Alameda Unified School District Measure I New Construction and Modernization Projects. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription Agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: Lathrop Construction Associates, Inc.

Project Contract Number: Arch. Proj. No. 2034.00

California State License Number: 415981
or Motor Carrier (CA) Permit Number

DIR Public Works Registration # 1000000043

Name and Signature of Authorized Person: Ricky J. Martellaro

(Print Name)
President

(Title)

(Signature)

March 17, 2022

(Date)

**EXHIBIT N
TO FACILITIES LEASE**

FEDERAL CONTRACTING REQUIREMENTS

The following are contract provisions mandated by federal law. To the extent that any provision in this Exhibit N conflicts with any other portion of the Contract, the provisions of this Exhibit N shall control over any other conflicting provision.

- 1. Federal Equal Opportunity Employment.** Because this is a "federally assisted construction contract" as defined in 41 C.F.R. Part 60-1.3, the following contract clause is inserted into this Contract and must be complied with by Contractor:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract,

loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Compliance with Davis-Bacon Act.

- 2.1. All transactions related to this Contract shall be done comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- 2.2. Contractor and Subcontractor are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- 2.3. Additionally, Contractor and Subcontractor are required to pay wages not less than once a week.
- 2.4. By entering into the Contract, Contractor has accepted the wage determination(s) applicable to the Work, and agrees to comply with the wage determination(s).

3. Copeland "Anti-Kickback" Act.

- 3.1. Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and Subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the District, a weekly statement on the wages paid to each employee performing on covered work during the prior week.
- 3.2. Contractor and Subcontractors shall insert in any subcontracts the clause above, and also a clause requiring Subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all of these clauses.
- 3.3. A breach of this "Copeland 'Anti-Kickback' Act" or any of the above-referenced clauses shall be, in the District discretion, grounds for termination for cause of the Contract, and for debarment as a contractor or subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards. Consistent with 29 C.F.R. § 5.5(b), the following contract clause is inserted into this Contract and must be complied with by Contractor:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at

the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) *The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:*

(1) *The work to be performed by the classification requested is not performed by a classification in the wage determination; and*

(2) *The classification is utilized in the area by the construction industry; and*

(3) *The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.*

(B) *If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.*

(C) *In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.*

(D) *The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.*

(iii) *Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.*

(iv) *If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated*

in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. *The District and/or appropriate federal agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the District and/or appropriate federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.*

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the appropriate federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the appropriate federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the appropriate federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) *Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:*

(1) *That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;*

(2) *That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;*

(3) *That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.*

(C) *The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.*

(D) *The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.*

(iii) *The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the appropriate federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.*

(4) Apprentices and trainees –

(i) Apprentices. *Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training*

Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the appropriate federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with

respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. *The District or appropriate federal agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.*

(4) Subcontracts. *The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.*

(c) *In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.*

5. **Rights to Inventions.** To the extent applicable to this Contract, contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

6. **Clean Air Act/Federal Water Pollution Control Act.**

6.1. Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 7401 et seq.), and) and the Federal Water Pollution Control Act (33 USC § 1251 et seq.), as each may be amended from time to time.

6.2. The Contractor agrees to report any violation to the District and upon discovery, or upon the occurrence of an event that demonstrates that Contractor should have discovered such violation, and understands

that and agrees that the District will report each violation as required to the appropriate federal agency(ies), including, without limitation, the Environmental Protection Agency Regional Office.

6.3. Contractor must include this requirement in all subcontracts that exceeds \$150,000.

7. Debarment and Suspension.

7.1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

7.2. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

7.3. This certification is a material representation of fact relied upon by the District. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

7.4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment. Contractor certifies to the District that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor shall require that each Subcontractor and lower tier subcontractor below it require this certification and the certification executed by the Contractor in the Contract Documents, be included in its contract(s), and to make the required disclosures. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the District.

9. Procurement of Recovered Materials. Contractor and Subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 C.F.R Part 247. In the performance of this Contract, and to the extent practicable, the Contractor and Subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

9.1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

9.2. The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

9.3. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

9.4. Fails to meet reasonable contract performance requirements; or

9.5. Is only available at an unreasonable price.

10. Domestic Preference for Procurements. Contractor shall comply with the following requirements as required by 2 C.F.R. § 200.322:

10.1. Contractor, as appropriate and constituent with the law, and the greatest extent practicable, shall prefer the purchase, acquisition, or use of goods, products or materials, produced in the United States, including, without limitation: iron, aluminum, steel, cement, and other manufactured products.

10.2. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

10.3. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10.4. Contractor shall bind its Subcontractors to this clause, and shall require that this clause be placed in Subcontractors' contracts with lower tier subcontractors.

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2021-2022.47 Approval of Budget Transfers, Increases, Decreases

Item Type: Consent

Background: After the adoption of the proposed budget for the fiscal year, it is often necessary to make budgetary transfers and revisions. Budget transfers allow budget managers to redistribute funds as needs and plans change. Budget revisions allow the District to increase or decrease funds based on entitlements and grants actually received by the District.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): Will increase revenues and expenditures in the District in the amount of \$32,626.08

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.| #7 - All employees must receive respectful treatment and professional support to achieve district goals.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ Resolution No. 2021-2022.47	3/15/2022	Resolution Letter
☐ Attachment A	3/15/2022	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

March 22, 2022

Resolution No. 2021-2022.47

Approval of Budget Transfers, Increases, Decreases

WHEREAS, the state statute require budget appropriations to be adopted by the Board of Education in the following object codes:

1000 Certificated Salaries
2000 Classified Salaries
3000 Employee Benefits
4000 Books and Supplies
5000 Services and Other Operating Expense
6000 Capital Outlay
7000 Other Sources and Uses

AND, WHEREAS, the Board of Education desires to change the adopted appropriations;

NOW, THEREFORE, BE IT RESOLVED that the changes be made to the adopted appropriations as per Attachment A.

PASSED AND ADOPTED by the following vote this 22nd day of March, 2022:

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Jennifer Williams, President
Board of Education
Alameda Unified School District

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

BUDGET REVISIONS

(Budget Revisions affect Fund Balance;
Amounts are either added or subtracted from Fund Balance)

School/Dept	Description	Amount
Alameda High	Donations	\$ 940.99
ASTI	Donations	\$ 1,090.00
Bay Farm	Donations	\$ 10,000.00
Encinal Jr. & Sr. High	Donations	\$ 3,758.00
Love	Donations	\$ 13.00
Maya Lin	Donations	\$ 13,500.00
Otis	Donations	\$ 4,940.09
Total Donations		\$ 34,242.08

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Resolution No. 2021-2022.46 Approval of Material Revision Request Submitted by the Academy of Alameda (AoA)
Item Type:	Action
Background:	<p>On January 25, the Academy of Alameda (AoA) submitted a request for Material Revision to the Alameda Unified School District's (AUSD) Board of Education.</p> <p>AoA currently operates two charter schools; Academy of Alameda Middle School and Academy of Alameda Elementary School. AoA intends to merge the two charter schools into a single charter school named The Academy of Alameda that will serve students in grades K-8 beginning the 2022-23 school year, and grades TK-8 beginning the 2023-24 school year.</p> <p>On February 8, 2022, AoA staff made a presentation to the Board in support of their request for Material Revision. Additionally, AUSD staff shared AUSD's review process and criteria with the Board.</p> <p>On March 8, 2022, AUSD staff presented their findings from the review conducted. Tonight, staff seek Board approval of the Material Revision request submitted by the Academy of Alameda.</p>
AUSD LCAP Goals:	1. Eliminate barriers to student success and maximize learning time. 2a. Support all students in becoming college and career ready. 2b. Support all English Learners (ELs) in becoming college and career ready. 4. Ensure that all students have access to basic services.
Fund Codes:	
Fiscal Analysis	
Amount (Savings) (Cost):	N/A
Recommendation:	Approve as submitted.
AUSD Guiding Principle:	#1 - All students have the ability to achieve academic and personal success. #2 - Teachers must challenge and support all students to reach their highest academic and personal potential. #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success. #5 - Accountability, transparency, and trust are necessary at all levels of the organization.
Submitted By:	Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

Description

Upload Date

Type

- ▣ Resolution 2021-2022.46 Approve Material 3/16/2022
Revision for AoA_3.22.22
- ▣ Staff Report_AOA Material Revision_3.8.22 3/16/2022

Resolution
Letter
Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California

March 22, 2022

Resolution No. 2021-2022.46

**Resolution to Approve the Material Revision Request Submitted by
the Academy of Alameda, Alameda, CA**

WHEREAS, the approval of charter schools is governed by the Charter Schools Act of 1992, as subsequently amended, codified in Education Code section 47600 *et seq.*, and the implementing regulations of Title 5 of the California Code of Regulations (5 C.C.R. § 11960 *et seq.*); and

WHEREAS, the Academy of Alameda (“AoA”) currently operates an independent charter school authorized by the Alameda Unified School District (“District”); and

WHEREAS, the Academy of Alameda’s current charter term expires in June of 2026; and

WHEREAS, on February 25, 2022, the District received a material revision request from the Academy of Alameda to add K-5th grades to AoA’s Middle School program in the 2022-2023 school year, and Transitional Kindergarten (TK) in the 2023-24 school year (“Material Revision Request”); and

WHEREAS, Assembly Bill 1505 imposed new requirements for a charter school seeking to add one or more grade levels following the approval of its charter petition; and

WHEREAS, pursuant to Education Code section 47607, material revisions are governed by the same standards and criteria applicable to petitions to establish charter schools, and must include a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed; and

WHEREAS, the Board published the District staff’s recommendation, including its proposed findings of fact, on March 8, 2022 (“Staff Report”), attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, the Board has convened on March 22, 2022 to consider whether to grant or deny the Material Revision Request; and

WHEREAS, the District supports the addition of K-5th grades to AoA’s Middle School program in the 2022-2023 school year, and TK in the 2023-24 school year and believes the approval of the Material Revision Request will offer expanded learning opportunities and provide a sound educational benefit to students; and

WHEREAS, the District has determined that the modifications to AoA’s admissions preferences comport with the law;

NOW, THEREFORE BE IT RESOLVED, that:

1. The foregoing recitals are hereby adopted as true and correct.
2. The Board has considered, and approves of, the modifications to the admissions preferences described in the materially-revised petition.
3. The Board hereby adopts the Staff Report and approves AoA's Material Revision Request to add K-5th grades to AoA's Middle School program in the 2022-2023 school year, and TK in the 2023-24 school year.
4. The Superintendent or designee is authorized and directed to take such action as may be reasonably necessary to effectuate the purpose and intent of this Resolution.

PASSED AND ADOPTED by the following votes this 22nd day of March 2022.

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Jennifer Williams, President
Board of Education
Alameda Unified School District
Alameda County, State of California

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT

Staff Report of Findings and Recommendation on Material Revision Request Submitted by the Academy of Alameda Charter School Posted: February 28, 2022

The following provides a summary of the Alameda Unified School District's ("District") staff report, proposed findings of fact, and recommendation concerning the material revision request submitted by the Academy of Alameda herein forth referred to as "AoA".

Introduction

AoA operates as an independent charter school of the District that serves students in the 6th through 8th grades. AoA is currently operating under a five year charter term, which expires in June of 2026.

AoA has functioned as two separate charter schools that provide instruction to students in Kindergarten through Fifth grade in the elementary school and Sixth grade through Eighth grade in the middle school. AoA is shaped by its commitment to social justice. AoA strives to be an organization that "normalizes success" so that all students are academically, socially, and behaviorally prepared for high school, college, and beyond. The staff and Board of Directors strongly believe that schools must provide transformative academic and social emotional programs for children so that a student's race, ethnicity, gender, socioeconomic status, gender preference, etc. are not determinants of their success.

On January 25, 2022 AoA submitted a written request for a material revision proposing to close its elementary school and expand its grade level offerings to its middle school to include Kindergarten through fifth grade beginning in the 2022-2023 school year and the addition of Transitional Kindergarten in the 2023-2024 school year. The addition of grade levels would increase the total student enrollment of the Middle school program by approximately 372 students for the 2023-2023 school year, from 400 to 772 students and eliminate the Elementary School Charter. The Academy of Alameda would then function as a TK – Eighth grade school.

On February 8th, the District's Board of Trustees ("Board") held a public hearing to determine the level of support for the material revision request by District teachers, other District employees, and parents/guardians. During the hearing, two (2) members of the public spoke in support of the charter school. There were no members of the public who opposed the material revision request.

On March 22, 2021, the Board will take action to either grant or deny the request.

As discussed in further detail below, District staff has conducted a comprehensive review of AoA's material revision request and the corresponding proposed revisions to its charter to reflect the closure of the elementary school and the addition of the grade levels specified above and

additional legal updates. Based on that review, District staff recommends that the Board **grant** the material revision request.

Legal Requirements for Material Revision Requests

Assembly Bill 1505 imposed new requirements for a charter school seeking to add one or more grade levels following the approval of its charter petition. Specifically, Education Code section 47605(a)(4) now provides the following:

After receiving approval of its petition, a charter school that proposes to expand operations to one or more additional sites or grade levels shall request a material revision to its charter and shall notify the chartering authority of those additional locations or grade levels. The chartering authority shall consider whether to approve those additional locations or grade levels at an open, public meeting. If the additional locations or grade levels are approved pursuant to the standards and criteria described in subdivision (c), they shall be a material revision to the charter school's charter.

Pursuant to Education Code section 47607, material revisions are governed by the same standards and criteria applicable to petitions to establish charter schools. Material revisions must include a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed.

Findings of Fact

District staff supports the closure of AoA's elementary school and the addition of grades TK – fifth grade to AoA's current program. AoA has been a very successful and popular school alternative for elementary and middle school students since its inception. Families and students have found value in the educational programs offered by AoA, all of which meet the rigor of the California State Standards and Common Core State Standards and provide student-centered instruction.

District staff believes the closure of the elementary school and the addition of the elementary grades to the middle school program would offer the following benefits:

- Afford students the opportunity to have continuity/consistency in their elementary school program, which would provide for a more seamless transition to middle school.
- Improve collaboration and programmatic consistency TK – Eighth grade.
- Create consistent structures and procedures elementary through middle school.
- Operate, maintain, and report on one school.

For purposes of the material revision request, District staff reviewed a revised version of AoA's charter which describes the addition of grades TK – Fifth grade and any impacts it would have on the current program. Specifically, the revised charter petition includes updates regarding the anticipated student enrollment projections, modifications to the admissions procedures to

account for the expansion of grade levels, updated financial documents, and legal updates to various sections to address recent amendments to the law.

District staff has determined that AoA's revised petition, as submitted, includes comprehensive updates that meet the requirements of Education Code sections 47605 and 47607. In addition, District staff find that the material revision request to close the elementary school and add elementary grades to the middle school will provide a sound educational benefit to students.

Recommendation

Based on the information and findings presented above, as well as the support for closure of its elementary school and expansion of the middle school to include elementary grade levels among teachers, parents, and students, District staff recommends that the Board of Trustees take action to **grant** the material revision request submitted by AoA.

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2021-2022.48 Proclaiming a Local Emergency Ratifying the Proclamation of a State of Emergency by Governor Newsom Dated March 4, 2020 and Authorizing Remote Teleconference Meetings for the Period March 22, 2022 Through April 22, 2022

Item Type: Action

Background: On September 20, 2021 Governor Gavin Newsom signed an executive order waiving the application of [AB 361](#) until October 1, 2021, when the provisions of a prior executive order that established certain requirements for public agencies to meet remotely during the COVID-19 emergency will expire.

AB 361 extends the flexibilities provided in the Governor's prior executive order to local and state bodies to hold public meetings electronically beyond the executive order's September 30, 2021 expiration date. The order specifies that for any meetings held to determine if remote meetings are justified beyond September 30, local legislative bodies must follow the statutory requirements established by AB 361.

The action provides clarity for local legislative and state bodies about the applicable requirements for holding remote meetings.

The text of the Governor's executive order can be found [here](#).

With AB 361, AUSD can continue to hold remote Board meetings provided a few conditions are met. Since Alameda County's Public Health Department no longer has a social distancing requirement, the District's Board must make a finding that in-person meetings "present imminent risks to the health or safety of attendees." Superintendent Scuderi is presenting a resolution stating this is the case.

Superintendent Scuderi asks that the Board approve the attached resolution. This resolution can only be valid for 30 days, so the Board will need to approve a new resolution each month in order to continue to hold remote meetings.

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 2a. Support all students in becoming college and career ready.| 2b. Support all English Learners (ELs) in becoming college and career ready.| 3. Support parent/guardian development as knowledgeable partners and effective advocates for student success.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success. | #2 - Teachers must challenge and support all students to reach their highest academic and personal potential. | #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success. | #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Pasquale Scuderi, Superintendent

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Restructuring of Goals 1 and 2 of AUSD's Strategic Plan and Community Engagement Schedule (20 Mins/Information)

Item Type: Action

Background: In February 2020, the Board approved AUSD's Graduate profile, which consists of four goals for students as they exit AUSD's schools and prepare for life beyond our K-12 program:

1. I Am College and Career & Life Ready
2. I Seek Opportunities and Challenges
3. I Know Myself and Work Effectively with Others
4. I Build Community Through Understanding and Service

Work on the District's Strategic Plan was to begin the following month, March 2020. Instead, school districts across the country had to prepare for what has turned out to be an almost 2-year period of uncertainty due to the worldwide COVID-19 pandemic.

As students returned to in-person learning last year, the Superintendent and his team picked back up on the important work of a Strategic Plan and formed AUSD's Strategic Planning Workgroup. This group includes the following team members:

- Board Member Megan Sweet, Ed.D.
- Superintendent Pasquale Scuderi
- Assistant Superintendent, Educational Services Kirsten Zazo
- Senior Manager of Data, Assessment, and Research Lindsey Jenkins-Stark
- Senior Director of Equity, African-American and Multi-Ethnic Student Achievement Shamar Edwards
- Senior Director of Special Education Randhir Bains, Ed.D.
- Director of Secondary Vernon Walton
- Director of Elementary Yvonne Wright
- Coordinator of Language and Literacy Nancy Lai

The group has been working to set universal goals pursued by targeted processes to achieve those goals. Targeted universalism is an approach that supports the needs of the particular while reminding us that we are all part of the same social fabric.

Tonight's presentation will include structural revisions to the first two draft goals based on suggestions and feedback from the Board on February 8, 2022.

In addition, staff will outline an emerging plan for stakeholder engagement as the Strategic Plan develops.

AUSD LCAP Goals: 3. Support parent/guardian development as knowledgeable partners and effective advocates for student success.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): n/a

Recommendation: This item is presented for information and will return to the Board for approval at a subsequent meeting.

AUSD Guiding Principle: #4 - Parental involvement and community engagement are integral to student success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.

Submitted By: Pasquale Scuderi, Superintendent

ATTACHMENTS:

Description	Upload Date	Type
□ Strategic Plan Update 3 22 22	3/21/2022	Presentation

AUSD's Development of District Goals and Strategic Plan



Status Report/Update to the Board of Education
AUSD District Strategic Planning Group
March 22, 2022

I Know Myself and Work
Effectively With Others

Emotionally intelligent
Effective collaborator

I am College and Career
Ready

Core academics
Life and professional skills

I Build Community Through
Understanding and Service

Cultural Awareness
Civic responsibility

I Seek Opportunities and
Challenges of Learning

Critical thinker and problem solver
Ability to stretch, engage, and persist

AUSD Graduate Profile

Goal 1:
**Foundational
Program**

**District-Wide
Goals to
Support All
Students**

Goal 3:
**Priority-Based
Fiscal and
Operational
Resourcing**

Goal 2:
**Systems and
Structures for
Additional
Support**



Strategic Planning in a School District Context

- Creating a larger, forward focused general vision
- Establishing goals and boundaries that can become inequity erasers from school to school, grade level to grade level, course to course, and teacher to teacher
- Allows for individual creativity and thinking to be set in motion within a global set of goals and strategies
- Defines the autonomy of staff and administrators throughout AUSD to create, lead, and support students within the boundaries defined by the district's larger goals; freedom within a framework

Why Have a Strategic Plan?

- Prioritizes efforts and sharpens focus toward the vision of our graduate profile
- Can align stakeholders and staff on the organizations top goals
- Can lower the variance and increase the reliability of adult actions that improve student achievement
- Can support the effective allocation of resources to better support student-centered goals

Can Draw Attention to Biases and Flaws in Our Organization

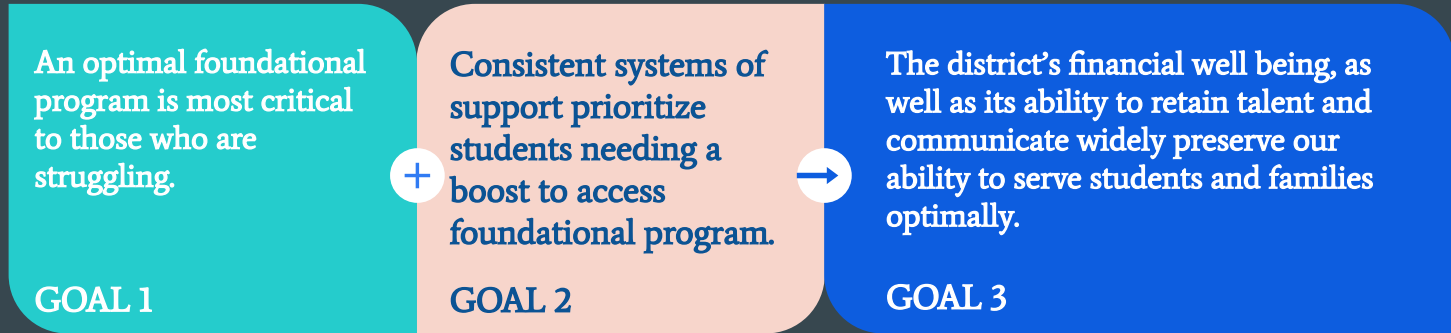
Taking part in strategic planning can force us to examine why we are making certain decisions and can help combat individual and collective cognitive bias in our school district.

A few examples of cognitive biases are...

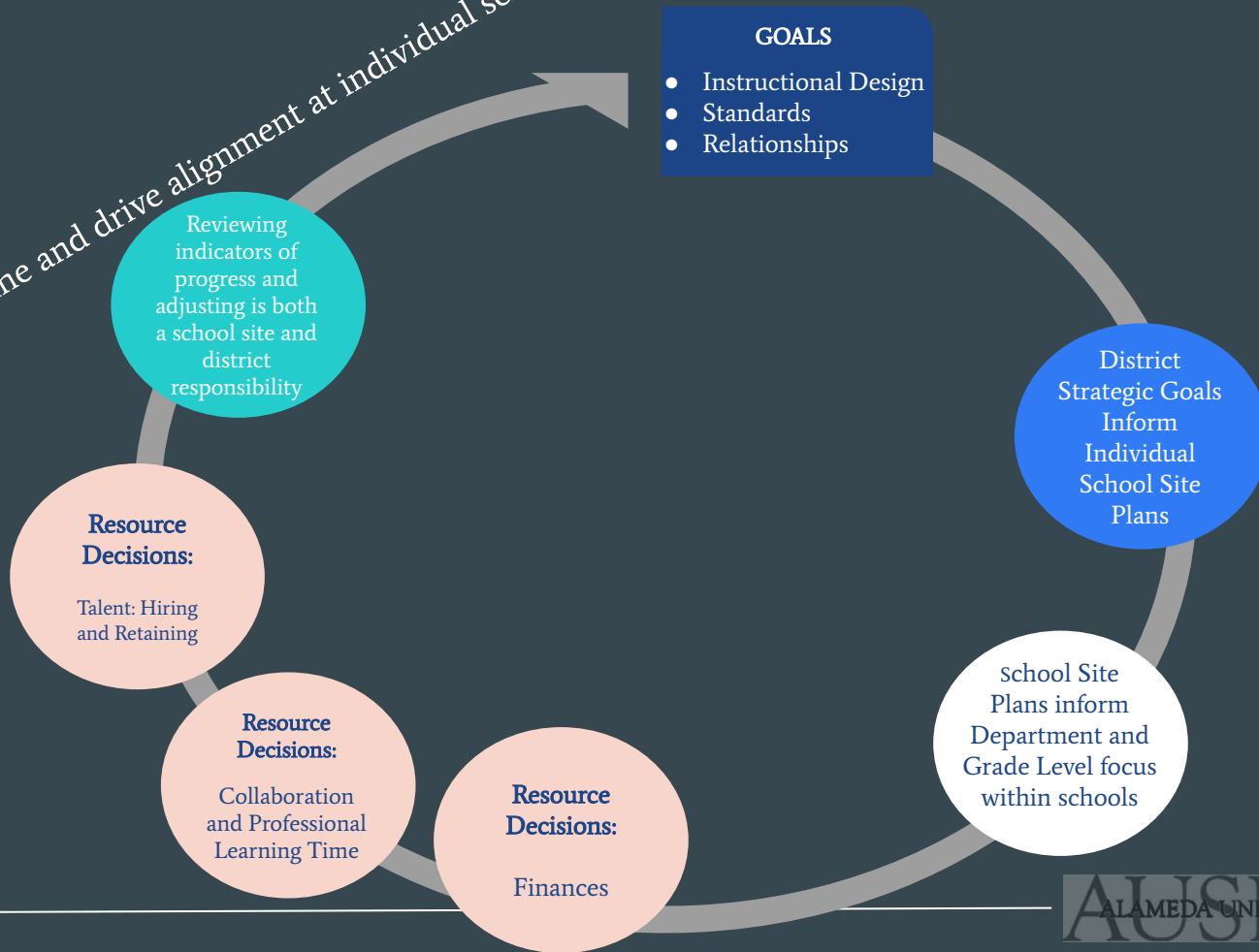
- Recency Effect: the tendency to select the option presented most recently because it is fresh in your mind
- Occam's Razor Bias: Tendency to assume that the most obvious decision is the best decision
- Inertia Bias: The tendency to select options that allow you to think, feel, and act in familiar ways

Equity as a Foundation Rather Than an Add-On

Supporting English Learners, African-American students, and students with special needs through program design rather than sometimes disconnected interventions.



District goals define and drive alignment at individual schools.



Goal 1: All students have access to a strong foundational program

Focus Area 1.1

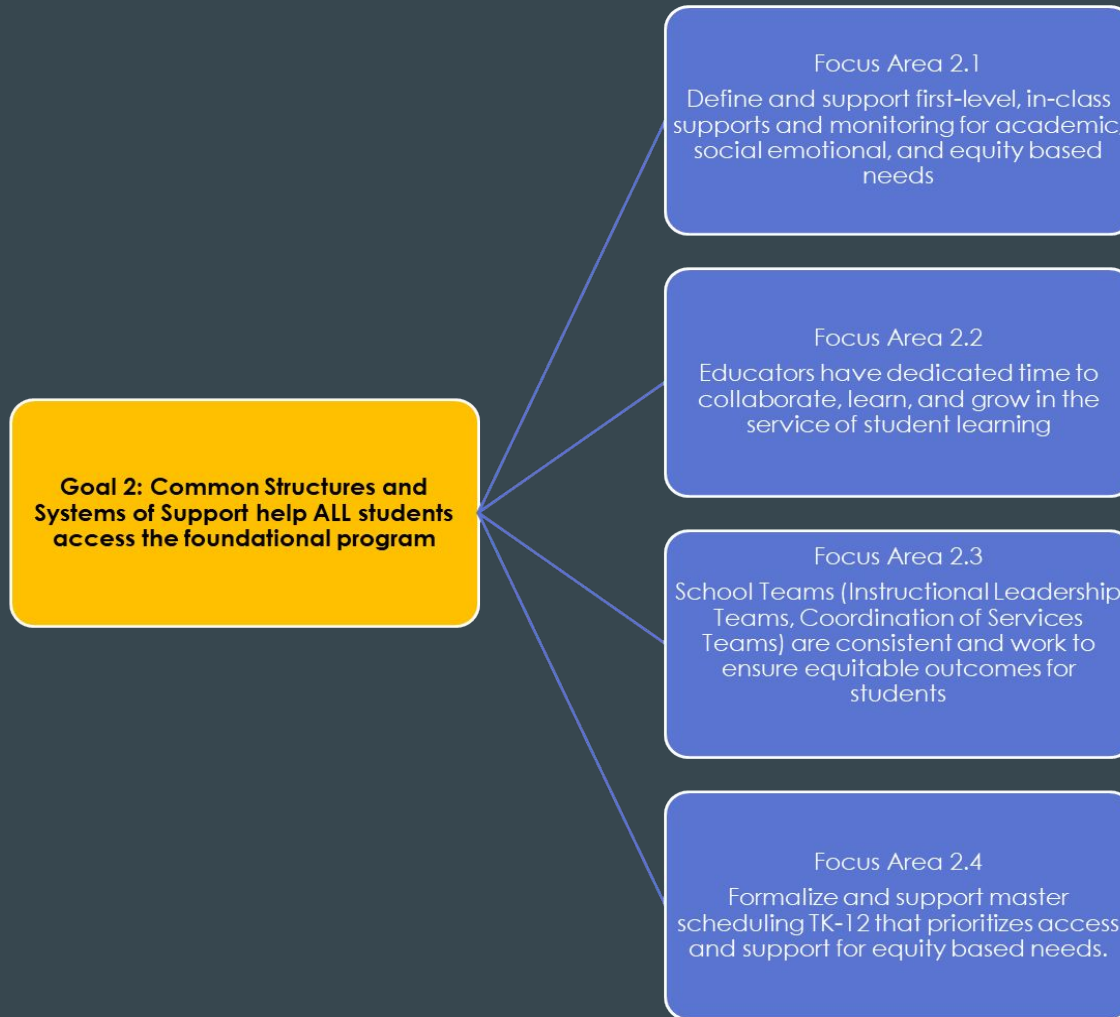
Daily student learning is characterized by engagement, multiple ways of learning, and student discourse

Focus Area 1.2

Student learning is driven by grade-level standards and clear policies. Families, staff, and students are clear about what students are expected to learn and how they will be assessed.

Focus Area 1.3

We build relationships between families, students, and staff that ensure schools are safe, supportive, and inclusive



Goal 3: Will Develop Following Goals 1 and 2

1 Foundational Program

2 Support Systems and Structures

3 Priority-based budgeting and resource allocation to support goals 1 and 2

Engagement Process Overview

1. Strategic Planning engagement will include principals, teachers, students and community groups.
2. During Engagement meetings will revisit our Graduate profile and share the Strategic Plan goals, focal areas, and questions to consider: *What elements of the graduate profile are most significant for you in your relationship to the organization? What are our highest priorities to address next year? What supports would we need ?*
3. We will ask the community what speaks to them, what do they have questions about, and if there's anything missing?
4. The Strategic Planning team will review community feedback and use the information to refine our plan and implementation steps
5. Synthesize feedback and share with the board
6. Strategic plan goals will be resourced through the LCAP

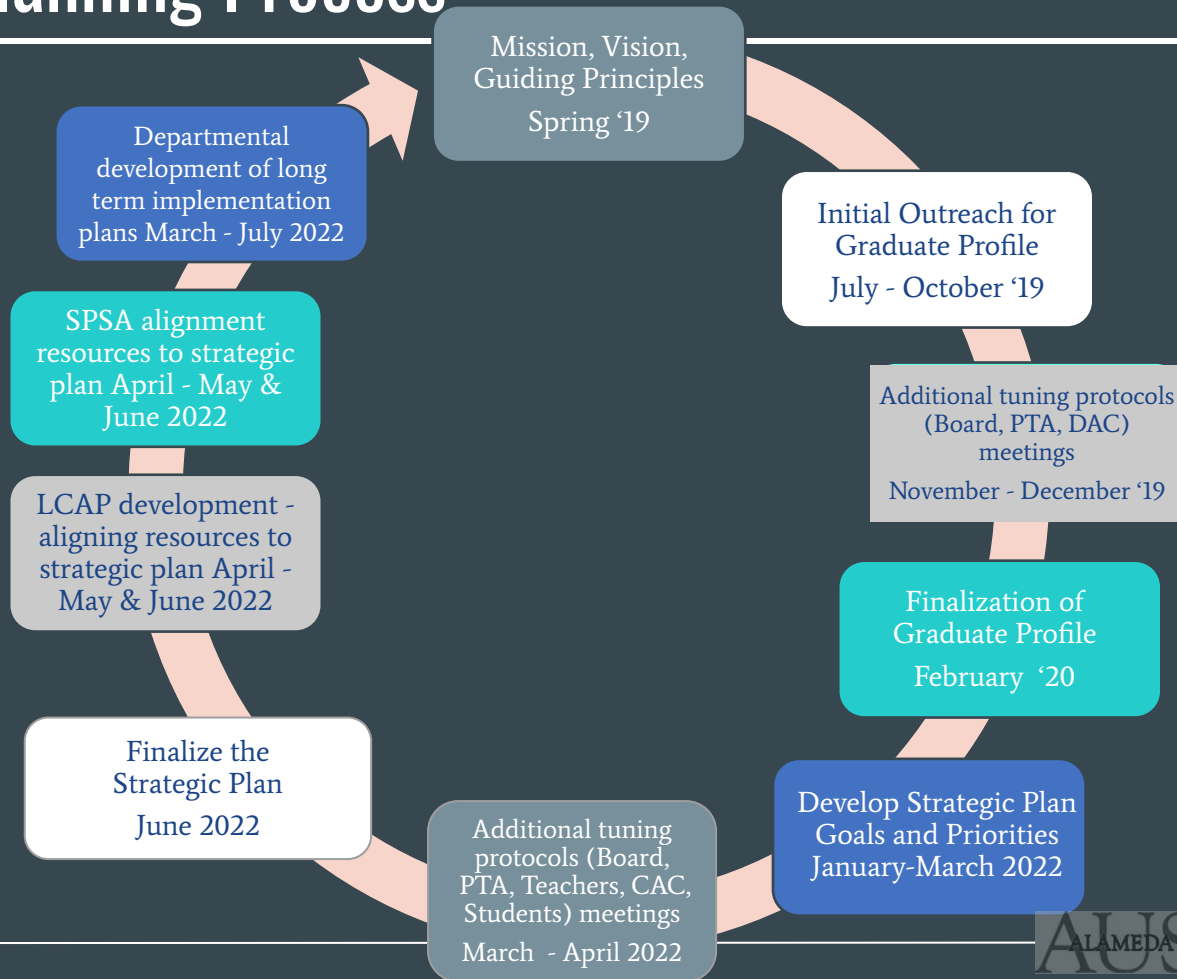
Engagement Plan - March 2022

- Alameda Education Foundation - March 21st
- PTA Council - March 23rd
- Site Admin, ACAC - March 24th
- Student Advisory - March 30th
- Teacher Overview and Input Session - March 31st
(Zoom, recorded)
- Site Leaders facilitate with school based stakeholder groups
(TBD)
- Round Table Groups facilitate with their stakeholders (TBD)

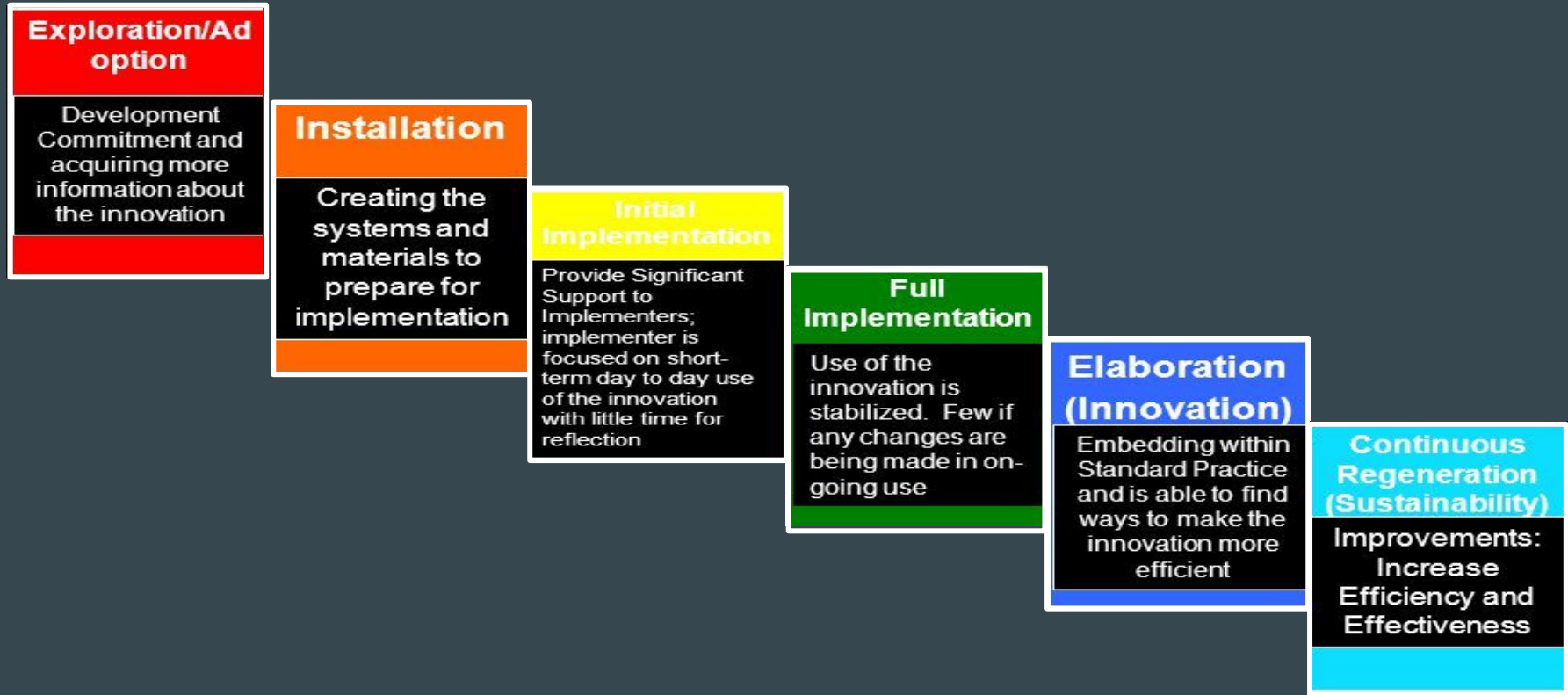
Engagement Plan - April 2022

- Teacher Overview and Input Session - April 5th (Zoom, recorded)
- Academic committee, DELAC - April 7th
- Site Leaders facilitate with school based stakeholder groups
- Communication and Survey to all community members
- Additional focused engagement for historically underserved families and speakers of languages other than English

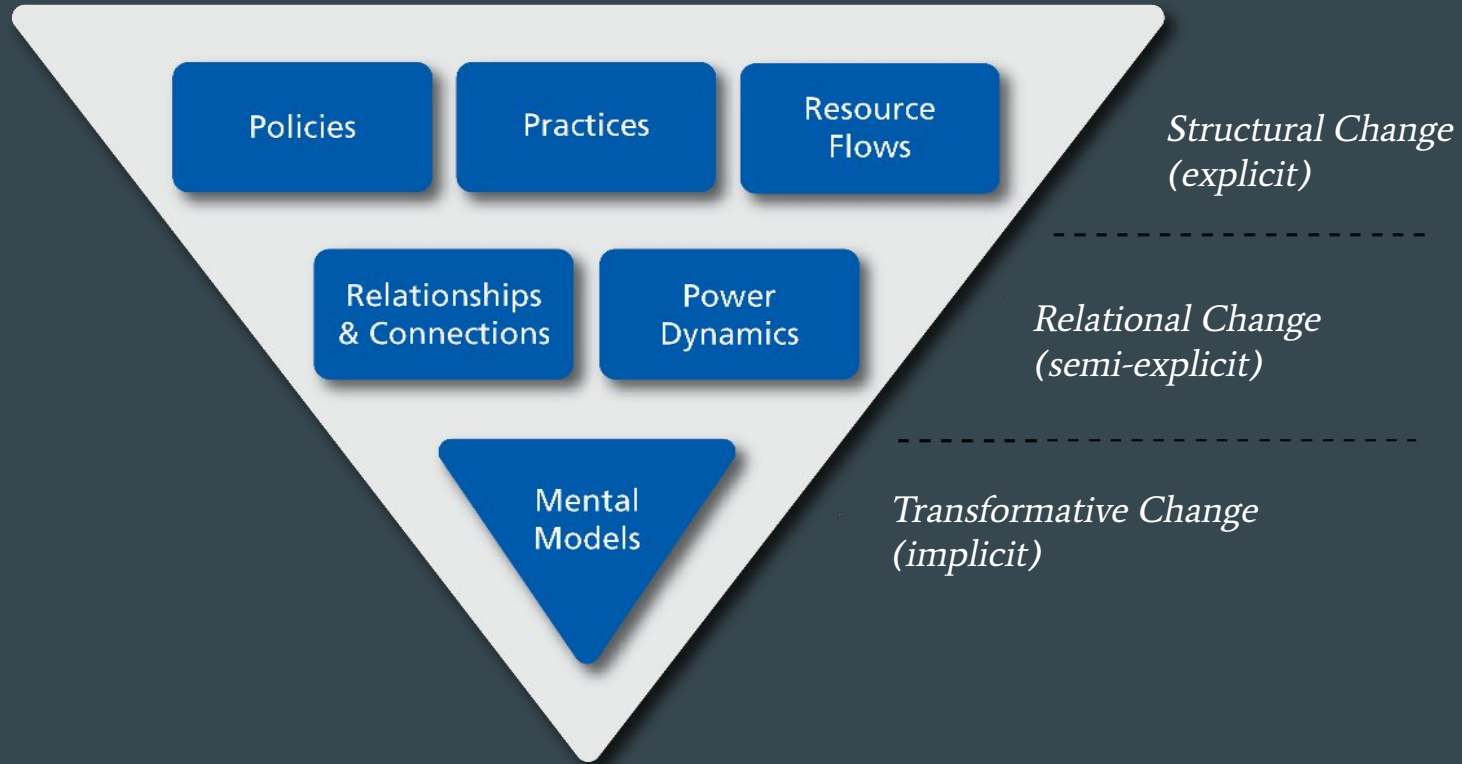
Strategic Planning Process



Implementation Science - Stages of Implementation



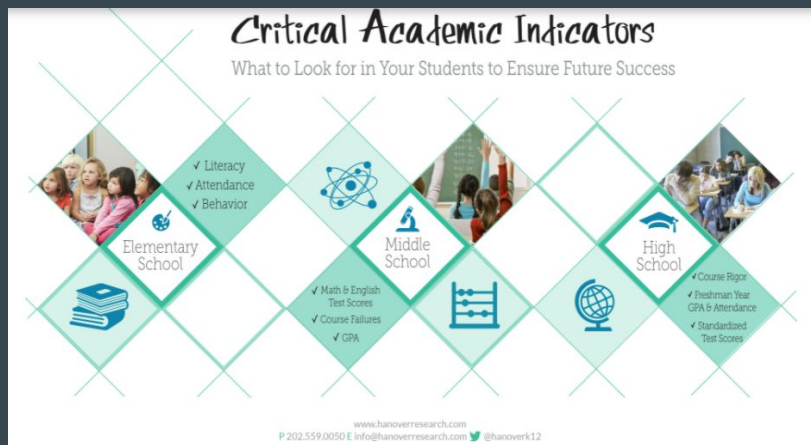
Six Conditions of Systems of Change



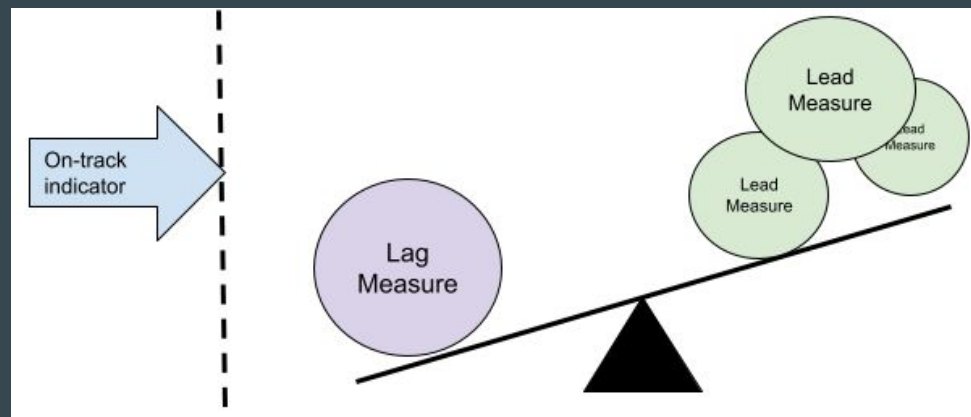
Tracking Progress and Collective Impact

Established strategic goals allow us to track progress and impact of individual schools, teams, departments, and individuals toward the more global goals of AUSD.

Possible Research-Based Critical Academic Indicators



Leading Measures → Lagging Measures → Indicators



Possible Research-Based Critical Academic Indicators

Grade Level	On-Track Indicator	Implication from Research	Lagging Measures	Leading Measures
3rd Grade	Average distance from meeting standard on CAASPP ELA, Star proficiency	Poor literacy impacts likelihood of on-time high school graduation and predicts behavior challenges in grade 5.	<ul style="list-style-type: none"> • F&P proficiency grades K-2 • Star Reading proficiency and growth grades 1-3 • TK Literacy assessment 	<ul style="list-style-type: none"> • Observations of reading behaviors during F&P assessment • Observations of student discourse, analysis of tasks • Walkthroughs around AUSD Culturally Relevant Priorities • Availability and use of viable curriculum • Analysis of formative assessments • Other site leading measures as defined by the SPSA

[The full set of possible crucial academic indicators](#)

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Approval of A-G Completion Improvement Grant (10 Mins/Action)
Item Type:	Action
Background:	<p>California AB-167 states the A-G Completion Improvement Grant Program is to “provide additional supports to local educational agencies (LEAs) to help increase the number of California high school pupils, particularly unduplicated pupils, who graduate high school meeting the A-G subject matter requirements for admission to the University of California and the California State University.”</p> <p>On March 8th, staff provided the Board with an overview of the funding, use of funds, and reporting around the A-G Completion Improvement Grant Plan, as well as AUSD's Action Plan for 2022-2026.</p> <p>Since March 8th, funds for the A-G Completion Improvement Grant Plan have been released. Tonight staff will present how these funds will be allocated and spent per the guidelines outlined. Staff will also seek Board approval of the A-G Completion Improvement Grant Plan. AUSD's approved plan needs to be submitted to the California Department of Education by April 1, 2022.</p>
AUSD LCAP Goals:	1. Eliminate barriers to student success and maximize learning time. 2a. Support all students in becoming college and career ready. 2b. Support all English Learners (ELs) in becoming college and career ready. 4. Ensure that all students have access to basic services.
Fund Codes:	
Fiscal Analysis	
Amount (Savings) (Cost):	N/A
Recommendation:	Approve as submitted.
AUSD Guiding Principle:	#1 - All students have the ability to achieve academic and personal success. #2 - Teachers must challenge and support all students to reach their highest academic and personal potential. #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success. #6 - Allocation of funds must support our vision, mission, and guiding principles.
Submitted By:	Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

Description	Upload Date	Type
▣ Presentation: A-G Completion Improvement Grant_3.22.22 A-G Completion Improvement Grant	3/17/2022	Presentation



A-G Completion Improvement Grant Plan

Kirsten Zazo, Asst. Superintendent of Educational Services
Vernon L Walton Jr., Ed.D., Director of Secondary Education

March 22, 2022

What is the A-G Completion Improvement Grant?

The A-G Completion Improvement Grant provides additional supports to help increase the number of high school pupils, **particularly unduplicated pupils**, to meet the A-G subject matter requirements.



Grant Dollars

A-G Access Grant

Activities that directly support student access to/completion of A-G course requirement

Amount: 250,791

A-G Learning Loss Mitigation Grant

Allows students who received a grade of “D,” “F,” or “Fail” in an A-G course in the spring semester of 2020 or the 2020-21 school year to retake those A-G courses

Amount: 94,021

Appropriate Use of Funds

- Professional Development (PD) for teachers, administrators, and counselors to improve A-G completion rate, including Advanced Placement (AP) specific training
- Developing comprehensive advising plans and other student supports, such as tutoring, and course-taking and college counseling services
- Expanding access to A-G coursework, including course development and review, and incorporating courses into local graduation requirements
- Student test fees, including Advanced Placement (AP)/International Baccalaureate (IB) test fees, for unduplicated pupils

Elements of A-G Completion Improvement Grant Plan

1. How the funds received under this section will increase or improve services for unduplicated pupils to improve A-G eligibility
2. The number of pupils identified for opportunities to retake courses
3. How the plan and described services supplement, and do not supplant, services in the Local Control and Accountability Plan and AB 86 Learning Recovery Plan
4. A description of the extent to which all pupils within the LEA, particularly unduplicated pupils, will have access to A-G course approved by the University of California

AUSD Action Plan - Access Grant 2022-2026

2022-2023	2023-2024	2024-2026
<ul style="list-style-type: none">• Create academic plans in Aeries for all 9-12 students to track A-G completion• Reinstate Sophomore Counseling• Pay AP test fees for unduplicated students	<ul style="list-style-type: none">• Evaluate the effectiveness of actions and make adjustments as indicated by the data collection• monitor data and the impact of our actions on the A-G completion of students in grades 9-12.• Submit Report to CDE by December 31, 2023.	<ul style="list-style-type: none">• Evaluate the effectiveness of actions and make adjustments as indicated by the data collection• Submit final report to CDE by August 31, 2026.
Total Cost (2022-2026) = \$250,791		

AUSD Action Plan-Learning Loss Mitigation Grant 2022-2026

2022-2023	2023-2024	2024-2026
<ul style="list-style-type: none">• Identify seniors from Spring semester 2020 to present who are not meeting A-G• Contact students and create A-G recovery plans• Offer summer school to retake A-G courses through online platform• Provide credit recovery programs through Cyber High, Edmentum for students to retake A-G courses.	<ul style="list-style-type: none">• Evaluate the effectiveness of actions and make adjustments as indicated by the data collection• monitor data and the impact of our actions on the A-G completion of students in grades 9-12.• Submit Report to CDE by December 31, 2023.	<ul style="list-style-type: none">• Evaluate the effectiveness of these programs• Submit final report to CDE by August 31, 2026.
Total Cost (2022-2026) = \$94,021		

Metrics

Baseline

- A-G Completion Rates for All Current Seniors and Unduplicated Students (TBD after Spring Semester)
- D, F, I, and NM Rates in A-G courses for 2020-21 school year for all 9-12 students and Unduplicated students

Current Available Metrics

- 1) Overall Number of 9-12 students who received at least one D, F, I, or NM in the Spring Semester of 2020 or the 2020-21 school year: 1,097; 30%
Compared to 2018-19 school year: 24%
- 2) Number of unduplicated 9-12 students who received at least one D, F, I, or NM in the Spring Semester of 2020 or 2020-21 school year: 473; 38%
Compared to 2018-19 school year: 32%

*Data prepared by Data, Research, and Assessment Department

A-G Completion Improvement Grant Plan

Board Discussion

A-G Completion Improvement Grant Plan

Local Educational Agency (LEA) Name	Total Grant Allocation
Alameda Unified School District	\$344,812

Plan Descriptions

A description of how the funds will be used to increase or improve services for foster youth, low-income students, and English learners to improve A-G eligibility

The funds from the A-G Completion Improvement grant are aimed at improving the A-G completion rates for AUSD students, particularly unduplicated students. With the funding from the A-G Completion Improvement grant AUSD will develop systems and structures to track high school students A-G completion rates, and identify students who are not meeting their A-G requirements. Students who are identified as not meeting their A-G requirements will be contacted by ASUD staff for academic counseling, and opportunities to retake A-G courses.

AUSD will begin the process of improving our High School students A-G completion rate by identifying students who received a grade of “D,” “F,” “I,” or “Fail” in an A-G approved course in the spring semester of 2020 or the 2020-21 school year, particularly focusing on unduplicated students. Specific strategies for improving the A-G completion rate of identified students using funding from the A-G Access grant and A-G Learning Loss Mitigation grant, and a system for tracking future A-G completion rates of high school students is outlined below.

Actions:

Identify students who are not meeting A-G requirements from Spring semester 2020 to present.

Offer opportunities to retake A-G courses by expanding Cyber High and Edmentum offerings.

Create Four-Year Academic Plans for all students in grade 9-12 to track A-G completion.

Reinstate Sophomore counseling at Alameda High School and Encinal High School, where each sophomore will meet with their Counselor 1:1 and obtain a personalized A-G graduation plan.

A description of the extent to which all students, including foster youth, low-income students, and English learners, will have access to A-G courses approved by the University of California.

At Alameda High School, Encinal High School, and Alameda Science and Technology Institute, students in grades 9-12 have access to A-G as part of their core program. Most high school courses in AUSD meet A-G requirements. Exceptions include ELD courses, SPED courses, Physical Education, and some Visual and Performing Arts courses. Alameda High School and Encinal High School offer a number of Advanced Placement courses. At ASTI, a middle college program located on the College of Alameda, students only take A-G courses because all students in this program are on the college track.

The number of students who were identified for opportunities to retake A-G approved courses in which they received a “D”, “F”, or “Fail” grade in the 2020 spring semester or the 2020-21 school year and a description of the method used to offer the opportunity retake courses.

Number of Students: 1097

Overall number of 9-12 grade students who received at least one D, F, I, or NM in the Spring Semester of 2020 or the 2020-21 school year: 1,097
Number of unduplicated 9-12 grade students who received at least one D, F, I, or NM in the Spring Semester of 2020 or 2020-21 school year: 473

High School counselors will reinstate sophomore counseling where each sophomore will meet with their Counselor 1:1 and obtain a personalized A-G graduation plan and offer students opportunities to retake A-G courses. Students can retake their A-G course through summer school or through Cyber High and Edmentum.

A description of how the plan and described services, and associated expenditures, if applicable, supplement services in the Local Control and Accountability Plan and Learning Recovery Plan.

The expenditures in this plan will supplement our current services for students to meet their A-G requirements. We will provide compensation for counselors to reinstate sophomore counseling. They will meet with the student and their families during morning or evening hours beyond their work day to complete a transcript analysis and A-G readiness graduation plan. Beginning in the fall of 2022 we will build Four-Year Academic Plans for all AUSD students in Grades 9-12 in our Student Information System (Aeries). By using this feature in Aeries we will be able to track the A-G progress of all high school students in real time and identify students who are not meeting their A-G requirements. Without using this feature in Aeries getting A-G completion in Aeries becomes very time consuming.

Students who are identified as not meeting the A-G requirements will receive intensive academic counseling services from the academic counselors at their sites. They may be recommended to Cyber High or Edmentum to retake the courses needed for A-G readiness. We will train counselors at all our high schools on using the Academic Plan tool in Aeries and also College and Career planning tool SCOIR. Lastly, we will expand opportunities to retake A-G courses through summer school and through the virtual platforms Cyber High and Edmentum to accommodate the student's specific need. This expansion will allow opportunities for the increased number of students who will need retakes of A-G courses.

Plan Expenditures

Programs and services to increase or improve A-G completion	Planned Expenditures
Provide access to Pre-AP courses at	not applicable
Provide days of teacher and/or administrator professional development to obtain AP certification	not applicable

Programs and services to increase or improve A-G completion	Planned Expenditures
Provide access to AP Computer Science courses at all high schools	not applicable

Planned Expenditures

Programs and Services to Increase or Improve A-G Completion	Planned Expenditures
Identify students who are not meeting A-G requirements from Spring semester 2020 to present.	\$0
Provide students not meeting A-G requirements retake opportunities through summer school	\$31,342
Creating Four Year Academic Plans for all students in grade 9-12	\$62,697.50
Pay Advanced Placement test fees for unduplicated students	\$62,697.50
Provide credit recovery and retake opportunities for A-G courses through Cyber High and Edmentum.	\$62,680
Reinstate Sophomore counseling at Alameda High School and Encinal High School, where each sophomore will meet with their Counselor 1:1 and obtain a personalized A-G graduation plan.	\$125,395
Total Costs	\$344,812

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of AB1200 and Associated Salary Schedules: Alameda Education Association (AEA), California School Employees Association Chapter 27 (CSEA 27) (5 Mins/Public Hearing/Action)

Item Type: Public Hearing/Action

Background: The attached information has been prepared to comply with the AB 1200 and collective bargaining agreement public disclosure requirements of Government Code Section 3547.5. The forms are designed to present multi-year costs and budget implications of negotiations once completed. The forms and copies of the proposed bargaining agreements must be submitted to the Alameda County Office of Education after the Board of Education has taken action on the proposed agreement.

The District has reached a tentative agreement with the California School Employees Association (Chapter 27) and the Alameda Education Foundation (AEA) Bargaining Unit. The cost element of the tentative agreement is listed below:

- 1% ongoing raise retroactive to 07/01/2021
- 1% ongoing raise retroactive to 01/01/2022, and
- \$1275.00 one-time payment prorated by FTE
(Paraprofessionals working six or more hours will be considered 1FTE for purposes of this one-time payment)

Total three-year implementation cost of the tentative agreements reached with the Alameda Education Association and the California School Employees Association (Chapter 27) is \$6,585,718.00. This amount (\$6,585,718.00) includes a set-aside for identical compensation increase for California School Employees Association (Chapter 860) members and unrepresented employees.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): Total Cost of Agreement: 2021-2022: \$2,864,568.00 2022-2023: \$1,848,184.00
2023-2024: \$1,872,966.00

Recommendation: Other
Staff recommends approval.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the

organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By:

Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
▣ AB 1200	3/16/2022	Backup Material
▣ AEA Salary Schedule - Effective 7-1-2021	3/18/2022	Backup Material
▣ AEA Salary Schedule - Effective 1-1-2022	3/18/2022	Backup Material
▣ CSEA 27 Salary Schedule - Effective 7-1-2021	3/18/2022	Backup Material
▣ CSEA 27 Salary Schedule - Effective 1-1-2022	3/18/2022	Backup Material

Appendix A-1

Board Approval: 3/22/2022

Time Base: Annual

Based on 186 Days

AEA Teachers 2021-2022

Effective July 1, 2021

STEP	1 BA	2 BA+30	3 BA+45	4 BA+60	5 BA+75
1	59,564.56	60,150.43	61,405.83	65,193.79	69,155.79
2	60,150.43	60,736.26	63,247.10	67,175.63	71,137.69
3	60,736.26	61,405.83	65,193.79	69,155.79	73,119.52
4	61,405.83	63,247.10	67,175.63	71,137.69	75,595.14
5	62,075.36	65,193.79	69,155.79	73,119.52	77,577.01
6	62,651.45	66,579.99	70,542.05	74,999.50	78,963.22
7	64,598.14	68,560.14	72,523.88	76,981.37	80,943.40
8	66,579.99	70,542.05	74,999.50	78,963.22	82,925.25
9	68,560.14	72,523.88	76,981.37	80,943.40	84,905.43
10	69,946.40	74,999.50	78,963.22	82,925.25	87,382.76
11	69,946.40	76,385.72	80,344.39	84,311.48	88,767.26
12	69,946.40	78,367.58	82,329.60	86,787.12	90,759.19
13	69,946.40	78,367.58	84,311.48	88,767.26	92,732.69
14	69,946.40	78,367.58	84,311.48	90,750.80	94,711.17
15	69,946.40	78,367.58	84,311.48	92,732.69	96,693.06
16	69,991.47	78,412.65	84,356.55	92,777.76	96,738.12
17	69,991.47	78,412.65	84,356.55	92,777.76	96,738.12
18	71,332.59	79,752.12	85,696.00	94,115.52	98,080.93
19	71,332.59	79,752.12	85,696.00	94,115.52	98,080.93
20	71,332.59	79,752.12	85,696.00	94,115.52	98,080.93
21	73,311.08	81,733.96	87,676.18	96,097.41	100,059.41
22	73,311.08	81,733.96	87,676.18	96,097.41	100,059.41
23	73,311.08	81,733.96	87,676.18	96,097.41	100,059.41
24	75,294.62	83,715.84	89,659.71	98,080.93	102,041.27
25	75,294.62	83,715.84	89,659.71	98,080.93	102,041.27
26	75,294.62	83,715.84	89,659.71	98,080.93	102,041.27
27	75,294.62	83,715.84	89,659.71	100,059.41	107,262.06

Master's Degree Stipend: Annual Stipend (3.3% of Column 1, Step 1), paid monthly \$ 1,965.63
(Ref. AEA Contract, Article 14.03.07)

Hourly Rate \$ 35.00

Unit members shall be eligible for the following annual longevity stipend based on years of service in the District:

Employees who have completed five (5) years of District service: (1% of Step 1, Column 1 of Salary Schedule A-1)	\$ 595.65
Employees who have completed ten (10) years of District service: (2% of Step 1, Column 1 of Salary Schedule A-1)	\$ 1,191.29
16 or More Years of AUSD Service (3% of Step1, Col 1, of AEA Salary Schedule A-1)	\$ 1,786.94

Appendix A-4

Board Approval: 3/22/2022

Time Base: Annual

Based on 191 Days

AEA Counselors 2021-2022

Effective July 1, 2021

STEP	1 BA	2 BA+30	3 BA+45	4 BA+60	5 BA+75
1	61,165.76	61,767.38	63,056.51	66,946.31	71,014.82
2	61,767.38	62,368.95	64,947.29	68,981.42	73,049.99
3	62,368.95	63,056.51	66,946.31	71,014.82	75,085.10
4	63,056.51	64,947.29	68,981.42	73,049.99	77,627.27
5	63,744.06	66,946.31	71,014.82	75,085.10	79,662.42
6	64,335.64	68,369.77	72,438.33	77,015.61	81,085.89
7	66,334.65	70,403.16	74,473.44	79,050.76	83,119.30
8	68,369.77	72,438.33	77,015.61	81,085.89	85,154.42
9	70,403.16	74,473.44	79,050.76	83,119.30	87,187.84
10	71,826.68	77,015.61	81,085.89	85,154.42	89,731.76
11	71,826.68	78,439.11	82,504.18	86,577.92	91,153.48
12	71,826.68	80,474.24	84,542.77	89,120.11	93,198.96
13	71,826.68	80,474.24	86,577.92	91,153.48	95,225.51
14	71,826.68	80,474.24	86,577.92	93,190.35	97,257.16
15	71,826.68	80,474.24	86,577.92	95,225.51	99,292.33
16	71,872.96	80,520.52	86,624.21	95,271.80	99,338.62
17	71,872.96	80,520.52	86,624.21	95,271.80	99,338.62
18	73,250.13	81,895.99	87,999.65	96,645.51	100,717.51
19	73,250.13	81,895.99	87,999.65	96,645.51	100,717.51
20	73,250.13	81,895.99	87,999.65	96,645.51	100,717.51
21	75,281.80	83,931.11	90,033.07	98,680.68	102,749.19
22	75,281.80	83,931.11	90,033.07	98,680.68	102,749.19
23	75,281.80	83,931.11	90,033.07	98,680.68	102,749.19
24	77,318.66	85,966.26	92,069.91	100,717.51	104,784.32
25	77,318.66	85,966.26	92,069.91	100,717.51	104,784.32
26	77,318.66	85,966.26	92,069.91	100,717.51	104,784.32
27	77,318.66	85,966.26	92,069.91	102,749.19	110,145.45

Master's Degree Stipend: Annual Stipend (3.3% of Column 1, Step 1), paid monthly \$ 1,965.63

(Ref. AEA Contract, Article 14.03.07)

Hourly Rate \$ 35.00

Unit members shall be eligible for the following annual longevity stipend based on years of service in the District:

Employees who have completed five (5) years of District service: (1% of Step 1, Column 1 of Salary Schedule A-1)	\$ 595.65
Employees who have completed ten (10) years of District service: (2% of Step 1, Column 1 of Salary Schedule A-1)	\$ 1,191.29
16 or More Years of AUUSD Service (3% of Step1, Col 1, of AEA Salary Schedule A-1)	\$ 1,786.94

Appendix A-6

Board Approval: 3/22/2022

Time Base: Annual

Based on 195 Days/8 Hours per day

AEA Psychologists 2021-2022

Effective July 1, 2021

STEP	Salary
1	106,925.41
2	111,918.63
3	117,161.95
4	122,667.65
5	128,448.66
6	129,781.94
7	131,115.22
8	132,448.49
9	132,448.49
10+	132,448.49

Master's Degree Stipend: Annual Stipend (3.3% of Column 1, Step 1), paid monthly \$ 1,965.63
(Ref. AEA Contract, Article 14.03.07)

Hourly Rate \$ 35.00

Unit members shall be eligible for the following annual longevity stipend based on years of service in the District:

Employees who have completed five (5) years of District service: (1% of Step 1, Column 1 of Salary Schedule A-1)	\$ 595.65
Employees who have completed ten (10) years of District service: (2% of Step 1, Column 1 of Salary Schedule A-1)	\$ 1,191.29
16 or More Years of AUSD Service (3% of Step1, Col 1, of AEA Salary Schedule A-1)	\$ 1,786.94

Appendix A-5

Board Approval: 3/22/2022

Time Base: Annual

Based on 186 Days

AEA ROP/CTE 2021-2022

Effective July 1, 2021

STEP	minus BA	with BA
1	56,769.16	56,769.16
2	56,769.16	56,769.16
3	56,769.16	56,769.16
4	56,769.16	58,834.21
5	56,769.16	60,902.97
6	58,238.56	62,366.79
7	60,307.32	64,433.70
8	62,377.96	66,500.60
9	64,450.44	68,565.65
10	66,623.51	70,630.71
11	68,126.45	72,096.38
12	70,200.77	74,161.42
13	72,267.72	76,228.37
14	74,342.06	78,196.56
15	75,820.80	79,764.69
16	75,820.80	79,764.69
17	75,820.80	79,764.69
18	79,701.34	83,645.24
19	79,701.34	83,645.24
20	79,701.34	83,645.24
21	80,610.03	84,553.92
22	80,610.03	84,553.92
23	80,610.03	84,553.92
24	81,518.73	85,384.42
25	81,518.73	85,384.42
26	81,518.73	85,384.42
27	81,518.73	85,384.42

Master's Degree Stipend: Annual Stipend (3.3% of Column 1, Step 1), paid monthly \$ 1,965.63

(Ref. AEA Contract, Article 14.03.07)

Hourly Rate \$ 35.00

Unit members shall be eligible for the following annual longevity stipend based on years of service in the District:

Employees who have completed five (5) years of District service: (1% of Step 1, Column 1 of Salary Schedule A-1)	\$ 595.65
Employees who have completed ten (10) years of District service: (2% of Step 1, Column 1 of Salary Schedule A-1)	\$ 1,191.29
16 or More Years of AUSD Service (3% of Step1, Col 1, of AEA Salary Schedule A-1)	\$ 1,786.94

Board Approval: 3/22/2022

Appendix A-2

AEA -Adult Ed. 2021-2022

Based on 177 Days

Effective July 1, 2021

<i>Time Base: Hourly</i>		<i>Time Base: Annual</i>	
Hourly Rate	Step	BA or Less-177	BA+Units-177
44.99	0	54,818.51	56,068.89
44.99	1	54,818.51	56,068.89
44.99	2	54,818.51	56,068.89
44.99	3	54,818.51	56,068.89
44.99	4	54,818.51	56,068.89
44.99	5	54,818.51	56,068.89
47.24	6	56,738.52	58,051.42
47.24	7	56,738.52	58,051.42
47.24	8	56,738.52	58,051.42
47.24	9	56,738.52	58,051.42
47.24	10	56,738.52	58,051.42
49.49	11	58,658.53	60,033.96
49.49	12	58,658.53	60,033.96
49.49	13	58,658.53	60,033.96
49.49	14	58,658.53	60,033.96
49.49	15	58,658.53	60,033.96
51.95	16	60,830.12	62,274.30
51.95	17	60,830.12	62,274.30
51.95	18	60,830.12	62,274.30
51.95	19	60,830.12	62,274.30
51.95	20	60,830.12	62,274.30
54.57	21	63,735.69	65,252.09
54.57	22	63,735.69	65,252.09
54.57	23	63,735.69	65,252.09
54.57	24	63,735.69	65,252.09
54.57	25	63,735.69	65,252.09
57.30	26+	66,786.55	68,378.77

Regular Teachers

Based on 1168.2 annual hours (177 x 6 hrs/day = 1062 + 106.20 hours prep time)

Full time = 30 hours/week per quarter not including breaks and school closures.

Master's (3.2% of annual salary BA or Less, Step 0) \$ 1,754.19

Unit members shall be eligible for the following annual longevity stipend based on years of service in the District (Not applicable to hourly unit members):

Employees who have completed five (5) years of District service: (1% of Step 1, Column 1 of Salary Schedule A-1)	\$ 595.65
Employees who have completed ten (10) years of District service: (2% of Step 1, Column 1 of Salary Schedule A-1)	\$ 1,191.29
16 or More Years of AUSD Service (3% of Step1, Col 1, of AEA Salary Schedule A-1)	\$ 1,786.94

Appendix A-3

Board Approval: 3/22/2022

Time Base: Annual

Based on 261 Days

AEA Child Development 2021-2022

Effective July 1, 2021

Step	Class 0 12 Units	Class 1 24 Units	Class 02 60 Units	Class 3 90 Units	Class 4 BA Units	Class 5 BA plus 15	Class 6 BA plus 30	Class 7 BA plus 45	Class 8 BA plus 60
1	38,111.62	39,486.40	40,917.46	42,357.53	43,414.71	46,968.79	50,632.87	54,311.33	57,977.33
2	38,147.68	39,522.68	40,953.91	42,394.20	43,470.94	47,023.37	50,685.83	54,364.30	58,030.13
3	40,544.53	41,921.20	43,350.43	44,745.23	46,968.79	50,632.87	54,311.33	57,977.33	61,645.15
4	42,255.84	43,121.33	44,006.66	45,994.42	48,801.72	52,473.06	56,138.89	59,810.04	63,478.07
5	42,255.84	44,330.74	45,767.07	47,207.18	50,632.87	54,311.33	57,977.33	61,645.15	65,308.78
6	42,255.84	44,330.74	46,384.19	47,815.43	51,877.42	55,543.24	59,214.39	62,882.43	66,546.27
7	42,255.84	44,330.74	46,384.19	49,029.75	53,715.68	57,381.69	61,049.50	64,713.14	68,388.27
8	42,255.84	44,330.74	46,384.19	49,029.75	55,543.24	59,214.39	62,882.43	66,546.27	70,219.41
9	42,255.84	44,330.74	46,384.19	49,029.75	55,543.24	59,214.39	64,713.14	68,388.27	72,052.51
10	42,255.84	44,330.74	46,384.19	49,029.75	55,543.24	59,214.39	64,713.14	70,219.41	73,892.33
11	42,255.84	44,330.74	46,384.19	49,029.75	55,543.24	59,214.39	64,713.14	70,219.41	75,128.04

Head Teacher Stipend

Teacher Scale + \$3,000/ year (\$250/month)

Asst. Head Teacher Stipend

Teacher Scale + \$935/ year (\$77.92/month)

Unit members shall be eligible for the following annual longevity stipend based on years of service in the District:

Employees who have completed five (5) years of District service: (1% of Step 1, Column 1 of Salary Schedule A-1)	\$ 595.65
Employees who have completed ten (10) years of District service: (2% of Step 1, Column 1 of Salary Schedule A-1)	\$ 1,191.29
16 or More Years of AUSD Service (3% of Step1, Col 1, of AEA Salary Schedule A-1)	\$ 1,786.94

Appendix A-1

Board Approval: 3/22/2022

Time Base: Annual

Based on 186 Days

AEA Teachers 2021-2022

Effective January 1, 2022

STEP	1 BA	2 BA+30	3 BA+45	4 BA+60	5 BA+75
1	60,160.21	60,751.93	62,019.89	65,845.73	69,847.35
2	60,751.93	61,343.62	63,879.57	67,847.39	71,849.07
3	61,343.62	62,019.89	65,845.73	69,847.35	73,850.72
4	62,019.89	63,879.57	67,847.39	71,849.07	76,351.09
5	62,696.11	65,845.73	69,847.35	73,850.72	78,352.78
6	63,277.96	67,245.79	71,247.47	75,749.50	79,752.85
7	65,244.12	69,245.74	73,249.12	77,751.18	81,752.83
8	67,245.79	71,247.47	75,749.50	79,752.85	83,754.50
9	69,245.74	73,249.12	77,751.18	81,752.83	85,754.48
10	70,645.86	75,749.50	79,752.85	83,754.50	88,256.59
11	70,645.86	77,149.58	81,147.83	85,154.59	89,654.93
12	70,645.86	79,151.26	83,152.90	87,654.99	91,666.78
13	70,645.86	79,151.26	85,154.59	89,654.93	93,660.02
14	70,645.86	79,151.26	85,154.59	91,658.31	95,658.28
15	70,645.86	79,151.26	85,154.59	93,660.02	97,659.99
16	70,691.38	79,196.78	85,200.12	93,705.54	97,705.50
17	70,691.38	79,196.78	85,200.12	93,705.54	97,705.50
18	72,045.92	80,549.64	86,552.96	95,056.68	99,061.74
19	72,045.92	80,549.64	86,552.96	95,056.68	99,061.74
20	72,045.92	80,549.64	86,552.96	95,056.68	99,061.74
21	74,044.19	82,551.30	88,552.94	97,058.38	101,060.00
22	74,044.19	82,551.30	88,552.94	97,058.38	101,060.00
23	74,044.19	82,551.30	88,552.94	97,058.38	101,060.00
24	76,047.57	84,553.00	90,556.31	99,061.74	103,061.68
25	76,047.57	84,553.00	90,556.31	99,061.74	103,061.68
26	76,047.57	84,553.00	90,556.31	99,061.74	103,061.68
27	76,047.57	84,553.00	90,556.31	101,060.00	108,334.68

Master's Degree Stipend: Annual Stipend (3.3% of Column 1, Step 1), paid monthly \$ 1,985.29
(Ref. AEA Contract, Article 14.03.07)

Hourly Rate \$ 35.00

Unit members shall be eligible for the following annual longevity stipend based on years of service in the District:

Employees who have completed five (5) years of District service: (1% of Step 1, Column 1 of Salary Schedule A-1)	\$ 601.60
Employees who have completed ten (10) years of District service: (2% of Step 1, Column 1 of Salary Schedule A-1)	\$ 1,203.20
16 or More Years of AUSD Service (3% of Step1, Col 1, of AEA Salary Schedule A-1)	\$ 1,804.81

Appendix A-4

Board Approval: 3/22/2022

Time Base: Annual

Based on 191 Days

AEA Counselors 2021-2022

Effective January 1, 2022

STEP	1 BA	2 BA+30	3 BA+45	4 BA+60	5 BA+75
1	61,777.42	62,385.05	63,687.08	67,615.77	71,724.97
2	62,385.05	62,992.64	65,596.76	69,671.23	73,780.49
3	62,992.64	63,687.08	67,615.77	71,724.97	75,835.95
4	63,687.08	65,596.76	69,671.23	73,780.49	78,403.54
5	64,381.50	67,615.77	71,724.97	75,835.95	80,459.04
6	64,979.00	69,053.47	73,162.71	77,785.77	81,896.75
7	66,998.00	71,107.19	75,218.17	79,841.27	83,950.49
8	69,053.47	73,162.71	77,785.77	81,896.75	86,005.96
9	71,107.19	75,218.17	79,841.27	83,950.49	88,059.72
10	72,544.95	77,785.77	81,896.75	86,005.96	90,629.08
11	72,544.95	79,223.50	83,329.22	87,443.70	92,065.01
12	72,544.95	81,278.98	85,388.20	90,011.31	94,130.95
13	72,544.95	81,278.98	87,443.70	92,065.01	96,177.77
14	72,544.95	81,278.98	87,443.70	94,122.25	98,229.73
15	72,544.95	81,278.98	87,443.70	96,177.77	100,285.25
16	72,591.69	81,325.73	87,490.45	96,224.52	100,332.01
17	72,591.69	81,325.73	87,490.45	96,224.52	100,332.01
18	73,982.63	82,714.95	88,879.65	97,611.97	101,724.69
19	73,982.63	82,714.95	88,879.65	97,611.97	101,724.69
20	73,982.63	82,714.95	88,879.65	97,611.97	101,724.69
21	76,034.62	84,770.42	90,933.40	99,667.49	103,776.68
22	76,034.62	84,770.42	90,933.40	99,667.49	103,776.68
23	76,034.62	84,770.42	90,933.40	99,667.49	103,776.68
24	78,091.85	86,825.92	92,990.61	101,724.69	105,832.16
25	78,091.85	86,825.92	92,990.61	101,724.69	105,832.16
26	78,091.85	86,825.92	92,990.61	101,724.69	105,832.16
27	78,091.85	86,825.92	92,990.61	103,776.68	111,246.90

Master's Degree Stipend: Annual Stipend (3.3% of Column 1, Step 1), paid monthly \$ 1,985.29

(Ref. AEA Contract, Article 14.03.07)

Hourly Rate \$ 35.00

Unit members shall be eligible for the following annual longevity stipend based on years of service in the District:

Employees who have completed five (5) years of District service: (1% of Step 1, Column 1 of Salary Schedule A-1)	\$ 601.60
Employees who have completed ten (10) years of District service: (2% of Step 1, Column 1 of Salary Schedule A-1)	\$ 1,203.20
16 or More Years of AUSD Service (3% of Step1, Col 1, of AEA Salary Schedule A-1)	\$ 1,804.81

Appendix A-6

Board Approval: 3/22/2022

Time Base: Annual

Based on 195 Days/8 Hours per day

AEA Psychologists 2021-2022

Effective January 1, 2022

STEP	Salary
1	107,994.66
2	113,037.82
3	118,333.57
4	123,894.33
5	129,733.15
6	131,079.76
7	132,426.37
8	133,772.97
9	133,772.97
10+	133,772.97

Master's Degree Stipend: Annual Stipend (3.3% of Column 1, Step 1), paid monthly \$ 1,985.29
(Ref. AEA Contract, Article 14.03.07)

Hourly Rate \$ 35.00

Unit members shall be eligible for the following annual longevity stipend based on years of service in the District:

Employees who have completed five (5) years of District service: (1% of Step 1, Column 1 of Salary Schedule A-1)	\$ 601.60
Employees who have completed ten (10) years of District service: (2% of Step 1, Column 1 of Salary Schedule A-1)	\$ 1,203.20
16 or More Years of AUSD Service (3% of Step1, Col 1, of AEA Salary Schedule A-1)	\$ 1,804.81

Appendix A-5

Board Approval: 3/22/2022

Time Base: Annual

Based on 186 Days

AEA ROP/CTE 2021-2022

Effective January 1, 2022

STEP	minus BA	with BA
1	57,336.85	57,336.85
2	57,336.85	57,336.85
3	57,336.85	57,336.85
4	57,336.85	59,422.55
5	57,336.85	61,512.00
6	58,820.95	62,990.46
7	60,910.39	65,078.04
8	63,001.74	67,165.61
9	65,094.94	69,251.31
10	67,289.75	71,337.02
11	68,807.71	72,817.34
12	70,902.78	74,903.03
13	72,990.40	76,990.65
14	75,085.48	78,978.53
15	76,579.01	80,562.34
16	76,579.01	80,562.34
17	76,579.01	80,562.34
18	80,498.35	84,481.69
19	80,498.35	84,481.69
20	80,498.35	84,481.69
21	81,416.13	85,399.46
22	81,416.13	85,399.46
23	81,416.13	85,399.46
24	82,333.92	86,238.26
25	82,333.92	86,238.26
26	82,333.92	86,238.26
27	82,333.92	86,238.26

Master's Degree Stipend: Annual Stipend (3.3% of Column 1, Step 1), paid monthly \$ 1,985.29

(Ref. AEA Contract, Article 14.03.07)

Hourly Rate \$ 35.00

Unit members shall be eligible for the following annual longevity stipend based on years of service in the District:

Employees who have completed five (5) years of District service: (1% of Step 1, Column 1 of Salary Schedule A-1)	\$ 601.60
Employees who have completed ten (10) years of District service: (2% of Step 1, Column 1 of Salary Schedule A-1)	\$ 1,203.20
16 or More Years of AUSD Service (3% of Step1, Col 1, of AEA Salary Schedule A-1)	\$ 1,804.81

Board Approval: 3/22/2022

Appendix A-2

AEA -Adult Ed. 2021-2022

Based on 177 Days

Effective January 1, 2022

<i>Time Base: Hourly</i>		<i>Time Base: Annual</i>	
Hourly Rate	Step	BA or Less-177	BA+Units-177
45.44	0	55,366.70	56,629.58
45.44	1	55,366.70	56,629.58
45.44	2	55,366.70	56,629.58
45.44	3	55,366.70	56,629.58
45.44	4	55,366.70	56,629.58
45.44	5	55,366.70	56,629.58
47.71	6	57,305.91	58,631.93
47.71	7	57,305.91	58,631.93
47.71	8	57,305.91	58,631.93
47.71	9	57,305.91	58,631.93
47.71	10	57,305.91	58,631.93
49.98	11	59,245.12	60,634.30
49.98	12	59,245.12	60,634.30
49.98	13	59,245.12	60,634.30
49.98	14	59,245.12	60,634.30
49.98	15	59,245.12	60,634.30
52.47	16	61,438.42	62,897.04
52.47	17	61,438.42	62,897.04
52.47	18	61,438.42	62,897.04
52.47	19	61,438.42	62,897.04
52.47	20	61,438.42	62,897.04
55.12	21	64,373.05	65,904.61
55.12	22	64,373.05	65,904.61
55.12	23	64,373.05	65,904.61
55.12	24	64,373.05	65,904.61
55.12	25	64,373.05	65,904.61
57.87	26+	67,454.42	69,062.56

Regular Teachers

Based on 1168.2 annual hours (177 x 6 hrs/day = 1062 + 106.20 hours prep time)

Full time = 30 hours/week per quarter not including breaks and school closures.

Master's (3.2% of annual salary BA or Less, Step 0) \$ 1,771.73

Unit members shall be eligible for the following annual longevity stipend based on years of service in the District (Not applicable to hourly unit members):

Employees who have completed five (5) years of District service: (1% of Step 1, Column 1 of Salary Schedule A-1)	\$ 601.60
Employees who have completed ten (10) years of District service: (2% of Step 1, Column 1 of Salary Schedule A-1)	\$ 1,203.20
16 or More Years of AUSD Service (3% of Step1, Col 1, of AEA Salary Schedule A-1)	\$ 1,804.81

Appendix A-3

Board Approval: 3/22/2022

Time Base: Annual

Based on 261 Days

AEA Child Development 2021-2022

Effective January 1, 2022

Step	Class 0 12 Units	Class 1 24 Units	Class 02 60 Units	Class 3 90 Units	Class 4 BA Units	Class 5 BA plus 15	Class 6 BA plus 30	Class 7 BA plus 45	Class 8 BA plus 60
1	38,492.74	39,881.26	41,326.63	42,781.11	43,848.86	47,438.48	51,139.20	54,854.44	58,557.10
2	38,529.16	39,917.91	41,363.45	42,818.14	43,905.65	47,493.60	51,192.69	54,907.94	58,610.43
3	40,949.98	42,340.41	43,783.93	45,192.68	47,438.48	51,139.20	54,854.44	58,557.10	62,261.60
4	42,678.40	43,552.54	44,446.73	46,454.36	49,289.74	52,997.79	56,700.28	60,408.14	64,112.85
5	42,678.40	44,774.05	46,224.74	47,679.25	51,139.20	54,854.44	58,557.10	62,261.60	65,961.87
6	42,678.40	44,774.05	46,848.03	48,293.58	52,396.19	56,098.67	59,806.53	63,511.25	67,211.73
7	42,678.40	44,774.05	46,848.03	49,520.05	54,252.84	57,955.51	61,660.00	65,360.27	69,072.15
8	42,678.40	44,774.05	46,848.03	49,520.05	56,098.67	59,806.53	63,511.25	67,211.73	70,921.60
9	42,678.40	44,774.05	46,848.03	49,520.05	56,098.67	59,806.53	65,360.27	69,072.15	72,773.04
10	42,678.40	44,774.05	46,848.03	49,520.05	56,098.67	59,806.53	65,360.27	70,921.60	74,631.25
11	42,678.40	44,774.05	46,848.03	49,520.05	56,098.67	59,806.53	65,360.27	70,921.60	75,879.32

Head Teacher Stipend

Teacher Scale + \$3,000/ year (\$250/month)

Asst. Head Teacher Stipend

Teacher Scale + \$935/ year (\$77.92/month)

Unit members shall be eligible for the following annual longevity stipend based on years of service in the District:

Employees who have completed five (5) years of District service: (1% of Step 1, Column 1 of Salary Schedule A-1)	\$ 601.60
Employees who have completed ten (10) years of District service: (2% of Step 1, Column 1 of Salary Schedule A-1)	\$ 1,203.20
16 or More Years of AUSD Service (3% of Step1, Col 1, of AEA Salary Schedule A-1)	\$ 1,804.81

Alameda Unified School District
CSEA Office Technical Unit Salary Schedule
Base 7/1/2020 with 1% Increase Effective 7/1/2021

Monthly rates based on a 261 day work year

Time Base Hourly (H)

(9% Shift Differential applies to certain shifts, see Article 11, Section L)

(H=Hourly, D=Daily, M=Monthly)

8 hours/day	Range	Time Base	Step					Longevity Increments				
			A	B	C	D	E	9-15Yrs (Plus 3%)	16-20Yrs (Plus 3%)	21-25Yrs (Plus 3%)	26-30Yrs (Plus 3%)	Over 30Yrs (Plus 3%)
Not in use	24	M	2,796.18	2,935.38	3,079.80	3,241.62	3,399.96	3,502.62	3,607.02	3,714.90	3,826.26	3,941.10
		D	128.56	134.96	141.60	149.04	156.32	161.04	165.84	170.80	175.92	181.20
		H	16.07	16.87	17.70	18.63	19.54	20.13	20.73	21.35	21.99	22.65
Mailroom Clerk Campus Security	25	M	3,314.70	3,485.22	3,655.74	3,847.14	4,038.54	4,160.34	4,285.62	4,414.38	4,546.62	4,682.34
		D	152.40	160.24	168.08	176.88	185.68	191.28	197.04	202.96	209.04	215.28
		H	19.05	20.03	21.01	22.11	23.21	23.91	24.63	25.37	26.13	26.91
Not in use	28	M	3,570.48	3,751.44	3,946.32	4,142.94	4,351.74	4,482.24	4,616.22	4,755.42	4,898.10	5,044.26
		D	164.16	172.48	181.44	190.48	200.08	206.08	212.24	218.64	225.20	231.92
		H	20.52	21.56	22.68	23.81	25.01	25.76	26.53	27.33	28.15	28.99
Accounting Assistant I Media/Textbook Technician Health Office Assistant	29	M	3,655.74	3,847.14	4,040.28	4,249.08	4,459.62	4,593.60	4,731.06	4,873.74	5,019.90	5,171.28
		D	168.08	176.88	185.76	195.36	205.04	211.20	217.52	224.08	230.80	237.76
		H	21.01	22.11	23.22	24.42	25.63	26.40	27.19	28.01	28.85	29.72
Facilities Use & Transportation Tech Personnel Assistant Student Support Provider	30	M	3,753.18	3,946.32	4,142.94	4,355.22	4,570.98	4,708.44	4,849.38	4,995.54	5,145.18	5,300.04
		D	172.56	181.44	190.48	200.24	210.16	216.48	222.96	229.68	236.56	243.68
		H	21.57	22.68	23.81	25.03	26.27	27.06	27.87	28.71	29.57	30.46
Accounting Assistant II Office Assistant/District; Junior Accountant School Office Assistant	31	M	3,847.14	4,040.28	4,249.08	4,459.62	4,684.08	4,825.02	4,969.44	5,119.08	5,272.20	5,430.54
		D	176.88	185.76	195.36	205.04	215.36	221.84	228.48	235.36	242.40	249.68
		H	22.11	23.22	24.42	25.63	26.92	27.73	28.56	29.42	30.30	31.21
Parent Liaison	32	M	3,946.32	4,142.94	4,355.22	4,570.98	4,804.14	4,948.56	5,096.46	5,249.58	5,407.92	5,569.74
		D	181.44	190.48	200.24	210.16	220.88	227.52	234.32	241.36	248.64	256.08
		H	22.68	23.81	25.03	26.27	27.61	28.44	29.29	30.17	31.08	32.01
Accounting Assistant III-ROP School Treasurer; Student Services Assistant HR -BTSA/PAR Personnel Tech.	33	M	4,040.28	4,249.08	4,459.62	4,684.08	4,918.98	5,066.88	5,218.26	5,374.86	5,536.68	5,701.98
		D	185.76	195.36	205.04	215.36	226.16	232.96	239.92	247.12	254.56	262.16
		H	23.22	24.42	25.63	26.92	28.27	29.12	29.99	30.89	31.82	32.77
School Attendance Specialist; Accounting Assistant III Staff Secretary I: ELD, StSvs, ROP Testing Specialist: Assessment, ELD	34	M	4,142.94	4,355.22	4,570.98	4,804.14	5,047.74	5,199.12	5,355.72	5,515.80	5,681.10	5,851.62
		D	190.48	200.24	210.16	220.88	232.08	239.04	246.24	253.60	261.20	269.04
		H	23.81	25.03	26.27	27.61	29.01	29.88	30.78	31.70	32.65	33.63
Accounting Technician: District, SELPA, Food Service, SpEd College Career Center Tech, Transition Services Specialist Accountability Specialist, Payroll Tech, Purchasing Tech	35	M	4,249.08	4,459.62	4,684.08	4,918.98	5,173.02	5,327.88	5,487.96	5,653.26	5,822.04	5,996.04
		D	195.36	205.04	215.36	226.16	237.84	244.96	252.32	259.92	267.68	275.68
		H	24.42	25.63	26.92	28.27	29.73	30.62	31.54	32.49	33.46	34.46
Personnel Technician, Personnel Specialist Staff Secretary II; CWA Specialist Office Specialist	36	M	4,355.22	4,570.98	4,804.14	5,047.74	5,300.04	5,458.38	5,621.94	5,790.72	5,964.72	6,143.94
		D	200.24	210.16	220.88	232.08	243.68	250.96	258.48	266.24	274.24	282.48
		H	25.03	26.27	27.61	29.01	30.46	31.37	32.31	33.28	34.28	35.31
Assistive Technology Spec.	37	M	4,459.62	4,684.08	4,920.72	5,174.76	5,434.02	5,597.58	5,766.36	5,938.62	6,116.10	6,298.80
		D	205.04	215.36	226.24	237.92	249.84	257.36	265.12	273.04	281.20	289.60
		H	25.63	26.92	28.28	29.74	31.23	32.17	33.14	34.13	35.15	36.20
Department Office Manager	38	M	4,570.98	4,804.14	5,047.74	5,300.04	5,568.00	5,735.04	5,907.30	6,084.78	6,267.48	6,455.40
		D	210.16	220.88	232.08	243.68	256.00	263.68	271.60	279.76	288.16	296.80
		H	26.27	27.61	29.01	30.46	32.00	32.96	33.95	34.97	36.02	37.10
School Office Manager Payroll Technician II	39	M	4,684.08	4,918.98	5,173.02	5,437.50	5,708.94	5,879.46	6,055.20	6,236.16	6,424.08	6,617.22
		D	215.36	226.16	237.84	250.00	262.48	270.32	278.40	286.72	295.36	304.24
		H	26.92	28.27	29.73	31.25	32.81	33.79	34.80	35.84	36.92	38.03
Technology Support Specialist Administrative Assistant Administrative Assistant/SELPA	41	M	4,918.98	5,173.02	5,437.50	5,695.02	5,983.86	6,163.08	6,347.52	6,537.18	6,733.80	6,935.64
		D	226.16	237.84	250.00	261.84	275.12	283.36	291.84	300.56	309.60	318.88
		H	28.27	29.73	31.25	32.73	34.39	35.42	36.48	37.57	38.70	39.86
Accountant/District, Payroll; Digital Communications Specialist Budget Analyst: SPED, MOF Applications/Database Administration Specialist	42	M	5,047.74	5,300.04	5,568.00	5,842.92	6,135.24	6,319.68	6,509.34	6,704.22	6,906.06	7,113.12
		D	232.08	243.68	256.00	268.64	282.08	290.56	299.28	308.24	317.52	327.04
		H	29.01	30.46	32.00	33.58	35.26	36.32	37.41	38.53	39.69	40.88
Leaves Desk Administrator Systems Analyst, Media Technology Specialist Educational Computer Tech	44	M	5,300.04	5,568.00	5,853.36	6,147.42	6,458.88	6,652.02	6,852.12	7,057.44	7,269.72	7,487.22
		D	243.68	256.00	269.12	282.64	296.96	305.84	315.04	324.48	334.24	344.24
		H	30.46	32.00	33.64	35.33	37.12	38.23	39.38	40.56	41.78	43.03
Network Administrator Student Support Services Data and Compliance Administrator	46	M	5,566.26	5,851.62	6,143.94	6,453.66	6,786.00	6,989.58	7,200.12	7,415.88	7,638.60	7,868.28
		D	255.92	269.04	282.48	296.72	312.00	321.36	331.04	340.96	351.20	361.76
		H	31.99	33.63	35.31	37.09	39.00	40.17	41.38	42.62	43.90	45.22

Alameda Unified School District
CSEA Paraprofessional Unit Salary Schedule
Base 7/1/2020 with 1% Increase Effective 7/1/2021

Time base Hourly (H) Position	Range	Time Base	Step						Longevity Increments				
			Year 1 A	Year 2 B	Year 3 C	Year 4 D	Years 5-6 E	Years 7-8 F	9-15Yrs (Plus 3%)	16-20Yrs (Plus 3%)	21-25Yrs (Plus 3%)	26-30Yrs (Plus 3%)	Over 30Yrs (Plus 3%)
Paraprofessional - Childcare	1	H	15.91	16.37	17.01	17.85	18.77	19.67	20.26	20.87	21.50	22.15	22.81
Paraprofessional – General Education; Library/Media Center	2	H	16.95	17.43	18.14	19.04	19.99	20.98	21.61	22.26	22.93	23.62	24.33
Paraprofessional – Special Education; Bilingual*	3	H	18.00	18.52	19.26	20.21	21.23	22.30	22.97	23.66	24.37	25.10	25.85
Paraprofessional – Special Needs	4	H	18.89	19.40	20.17	21.19	22.26	23.36	24.06	24.78	25.52	26.29	27.08
Paraprofessional – Behavior Intervention	5	H	19.37	19.91	20.71	21.74	22.83	23.98	24.70	25.44	26.20	26.99	27.80
Behavior Technician	9	H	23.53	24.19	25.17	26.42	27.72	29.15	30.02	30.92	31.85	32.81	33.79
Educational Interpreter	14	H	28.18	28.96	30.13	31.62	33.21	34.88	35.93	37.01	38.12	39.26	40.44

* Additional \$0.80/hour Bilingual Stipend for ELD Paraprofessionals

**Alameda Unified School District
CSEA Office Technical Unit Salary Schedule
Base 7/1/2021 with 1% Increase Effective 1/1/2022**

Monthly rates based on a 261 day work year

Time Base Hourly (H)

(9% Shift Differential applies to certain shifts, see Article 11, Section L)

(H=Hourly, D=Daily, M=Monthly)

8 hours/day	Position	Range	Time Base	Step					Longevity Increments				
				A	B	C	D	E	9-15Yrs (Plus 3%)	16-20Yrs (Plus 3%)	21-25Yrs (Plus 3%)	26-30Yrs (Plus 3%)	Over 30Yrs (Plus 3%)
Not in use		24	M	2,824.02	2,964.96	3,111.12	3,274.68	3,434.76	3,537.42	3,643.56	3,753.18	3,866.28	3,982.86
			D	129.84	136.32	143.04	150.56	157.92	162.64	167.52	172.56	177.76	183.12
			H	16.23	17.04	17.88	18.82	19.74	20.33	20.94	21.57	22.22	22.89
Mailroom Clerk Campus Security		25	M	3,347.76	3,520.02	3,692.28	3,885.42	4,078.56	4,200.36	4,325.64	4,456.14	4,590.12	4,727.58
			D	153.92	161.84	169.76	178.64	187.52	193.12	198.88	204.88	211.04	217.36
			H	19.24	20.23	21.22	22.33	23.44	24.14	24.86	25.61	26.38	27.17
Not in use		28	M	3,607.02	3,789.72	3,986.34	4,184.70	4,395.24	4,527.48	4,663.20	4,802.40	4,946.82	5,094.72
			D	165.84	174.24	183.28	192.40	202.08	208.16	214.40	220.80	227.44	234.24
			H	20.73	21.78	22.91	24.05	25.26	26.02	26.80	27.60	28.43	29.28
Accounting Assistant I Media/Textbook Technician Health Office Assistant		29	M	3,692.28	3,885.42	4,080.30	4,290.84	4,504.86	4,640.58	4,779.78	4,922.46	5,070.36	5,221.74
			D	169.76	178.64	187.60	197.28	207.12	213.36	219.76	226.32	233.12	240.08
			H	21.22	22.33	23.45	24.66	25.89	26.67	27.47	28.29	29.14	30.01
Facilities Use & Transportation Tech Personnel Assistant Student Support Provider		30	M	3,791.46	3,986.34	4,184.70	4,398.72	4,616.22	4,755.42	4,898.10	5,044.26	5,195.64	5,352.24
			D	174.32	183.28	192.40	202.24	212.24	218.64	225.20	231.92	238.88	246.08
			H	21.79	22.91	24.05	25.28	26.53	27.33	28.15	28.99	29.86	30.76
Accounting Assistant II Office Assistant/District; Junior Accountant School Office Assistant		31	M	3,885.42	4,080.30	4,290.84	4,504.86	4,731.06	4,873.74	5,019.90	5,171.28	5,326.14	5,486.22
			D	178.64	187.60	197.28	207.12	217.52	224.08	230.80	237.76	244.88	252.24
			H	22.33	23.45	24.66	25.89	27.19	28.01	28.85	29.72	30.61	31.53
Parent Liaison		32	M	3,986.34	4,184.70	4,398.72	4,616.22	4,852.86	4,999.02	5,148.66	5,303.52	5,461.86	5,625.42
			D	183.28	192.40	202.24	212.24	223.12	229.84	236.72	243.84	251.12	258.64
			H	22.91	24.05	25.28	26.53	27.89	28.73	29.59	30.48	31.39	32.33
Accounting Assistant III-ROP School Treasurer; Student Services Assistant HR -BTSA/PAR Personnel Tech.		33	M	4,080.30	4,290.84	4,504.86	4,731.06	4,967.70	5,117.34	5,270.46	5,428.80	5,592.36	5,759.40
			D	187.60	197.28	207.12	217.52	228.40	235.28	242.32	249.60	257.12	264.80
			H	23.45	24.66	25.89	27.19	28.55	29.41	30.29	31.20	32.14	33.10
School Attendance Specialist; Accounting Assistant III Staff Secretary I: ELD, StSvs, ROP Testing Specialist: Assessment, ELD		34	M	4,184.70	4,398.72	4,616.22	4,852.86	5,098.20	5,251.32	5,409.66	5,571.48	5,738.52	5,910.78
			D	192.40	202.24	212.24	223.12	234.40	241.44	248.72	256.16	263.84	271.76
			H	24.05	25.28	26.53	27.89	29.30	30.18	31.09	32.02	32.98	33.97
Accounting Technician: District, SELPA, Food Service, SpEd College Career Center Tech, Transition Services Specialist Accountability Specialist, Payroll Tech, Purchasing Tech		35	M	4,290.84	4,504.86	4,731.06	4,967.70	5,225.22	5,381.82	5,543.64	5,710.68	5,881.20	6,056.94
			D	197.28	207.12	217.52	228.40	240.24	247.44	254.88	262.56	270.40	278.48
			H	24.66	25.89	27.19	28.55	30.03	30.93	31.86	32.82	33.80	34.81
Personnel Technician, Personnel Specialist Staff Secretary II; CWA Specialist Office Specialist		36	M	4,398.72	4,616.22	4,852.86	5,098.20	5,352.24	5,512.32	5,677.62	5,848.14	6,023.88	6,204.84
			D	202.24	212.24	223.12	234.40	246.08	253.44	261.04	268.88	276.96	285.28
			H	25.28	26.53	27.89	29.30	30.76	31.68	32.63	33.61	34.62	35.66
Assistive Technology Spec.		37	M	4,504.86	4,731.06	4,969.44	5,226.96	5,487.96	5,653.26	5,822.04	5,996.04	6,175.26	6,359.70
			D	207.12	217.52	228.48	240.32	252.32	259.92	267.68	275.68	283.92	292.40
			H	25.89	27.19	28.56	30.04	31.54	32.49	33.46	34.46	35.49	36.55
Department Office Manager		38	M	4,616.22	4,852.86	5,098.20	5,352.24	5,623.68	5,792.46	5,966.46	6,145.68	6,330.12	6,519.78
			D	212.24	223.12	234.40	246.08	258.56	266.32	274.32	282.56	291.04	299.76
			H	26.53	27.89	29.30	30.76	32.32	33.29	34.29	35.32	36.38	37.47
School Office Manager Payroll Technician II		39	M	4,731.06	4,967.70	5,225.22	5,491.44	5,766.36	5,938.62	6,116.10	6,298.80	6,488.46	6,683.34
			D	217.52	228.40	240.24	252.48	265.12	273.04	281.20	289.60	298.32	307.28
			H	27.19	28.55	30.03	31.56	33.14	34.13	35.15	36.20	37.29	38.41
Technology Support Specialist Administrative Assistant Administrative Assistant/SELPA		41	M	4,967.70	5,225.22	5,491.44	5,752.44	6,043.02	6,223.98	6,410.16	6,603.30	6,801.66	7,005.24
			D	228.40	240.24	252.48	264.48	277.84	286.16	294.72	303.60	312.72	322.08
			H	28.55	30.03	31.56	33.06	34.73	35.77	36.84	37.95	39.09	40.26
Accountant/District, Payroll; Digital Communications Specialist Budget Analyst: SPED, MOF Applications/Database Administration Specialist		42	M	5,098.20	5,352.24	5,623.68	5,902.08	6,196.14	6,382.32	6,573.72	6,770.34	6,973.92	7,182.72
			D	234.40	246.08	258.56	271.36	284.88	293.44	302.24	311.28	320.64	330.24
			H	29.30	30.76	32.32	33.92	35.61	36.68	37.78	38.91	40.08	41.28
Leaves Desk Administrator Systems Analyst, Media Technology Specialist Educational Computer Tech		44	M	5,352.24	5,623.68	5,912.52	6,208.32	6,523.26	6,718.14	6,919.98	7,127.04	7,341.06	7,562.04
			D	246.08	258.56	271.84	285.44	299.92	308.88	318.16	327.68	337.52	347.68
			H	30.76	32.32	33.98	35.68	37.49	38.61	39.77	40.96	42.19	43.46
Network Administrator Student Support Services Data and Compliance Administrator		46	M	5,621.94	5,910.78	6,204.84	6,518.04	6,853.86	7,059.18	7,271.46	7,488.96	7,713.42	7,944.84
			D	258.48	271.76	285.28	299.68	315.12	324.56	334.32	344.32	354.64	365.28
			H	32.31	33.97	35.66	37.46	39.39	40.57	41.79	43.04	44.33	45.66

**Alameda Unified School District
CSEA Paraprofessional Unit Salary Schedule
Base 7/1/2021 with 1% Increase Effective 1/1/2022**

Time base Hourly (H) Position	Range	Time Base	Step						Longevity Increments				
			Year 1 A	Year 2 B	Year 3 C	Year 4 D	Years 5-6 E	Years 7-8 F	9-15Yrs (Plus 3%)	16-20Yrs (Plus 3%)	21-25Yrs (Plus 3%)	26-30Yrs (Plus 3%)	Over 30Yrs (Plus 3%)
Paraprofessional - Childcare	1	H	16.07	16.53	17.18	18.03	18.96	19.87	20.47	21.08	21.71	22.36	23.03
Paraprofessional – General Education; Library/Media Center	2	H	17.12	17.60	18.32	19.23	20.19	21.19	21.83	22.48	23.15	23.84	24.56
Paraprofessional – Special Education; Bilingual*	3	H	18.18	18.71	19.45	20.41	21.44	22.52	23.20	23.90	24.62	25.36	26.12
Paraprofessional – Special Needs	4	H	19.08	19.59	20.37	21.40	22.48	23.59	24.30	25.03	25.78	26.55	27.35
Paraprofessional – Behavior Intervention	5	H	19.56	20.11	20.92	21.96	23.06	24.22	24.95	25.70	26.47	27.26	28.08
Behavior Technician	9	H	23.77	24.43	25.42	26.68	28.00	29.44	30.32	31.23	32.17	33.14	34.13
Educational Interpreter	14	H	28.46	29.25	30.43	31.94	33.54	35.23	36.29	37.38	38.50	39.66	40.85

* Additional \$0.80/hour Bilingual Stipend for ELD Paraprofessionals

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Ratification of Tentative Agreement between Alameda Unified School District (AUSD) and Alameda Education Association (AEA) for Salary Increase for 2021 – 2022 (10 Min/Action)

Item Type: Action

Background: Alameda Education Association (AEA) and the District have come to a Tentative Agreement over salary for the 2021 – 2022 school year. This agreement provides for a 1% salary increase effective to July 1, 2021 and a 1% salary increase effective to January 1, 2022. It also includes a one-time off schedule payment of \$1,275 pro-rated based on FTE.

AEA memberships has ratified this agreement through their process.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): \$4,106,539 over the next three years.

Recommendation: Approve as submitted.

AUSD Guiding Principle:

Submitted By: Timothy Erwin, Assistant Superintendent, Human Resources

ATTACHMENTS:

Description	Upload Date	Type
□ AEA TA on Article 14 - Salaries	3/16/2022	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Ratification of Tentative Agreement between Alameda Unified School District (AUSD) and California School Employees Association, Chapter 27 (CSEA 27) for Salary Increase for 2021 – 2022 (10 Min/Action)

Item Type: Action

Background: California School Employees Association, Chapter 27 (CSEA 27) and the District have come to a Tentative Agreement over salary for the 2021 – 2022 school year. This agreement provides for a 1% salary increase effective to July 1, 2021 and a 1% salary increase effective to January 1, 2022. It also includes a one-time off schedule payment of \$1,275 pro-rated based on FTE. Staff asks the Board to take action on this item, which is pending the completion of the CSEA 610 process and unit ratification.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): \$1,320,975 over the next three years

Recommendation: Approve as submitted.

AUSD Guiding Principle:

Submitted By: Timothy Erwin, Assistant Superintendent, Human Resources

ATTACHMENTS:

Description	Upload Date	Type
□ CSEA 27 TA on Article 11 - Salaries	3/17/2022	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Declaration of Need for Fully Qualified Educators (5 Mins/Action)

Item Type: Action

Background: The Commission on Teacher Credentialing, with the approval of the Title 5 Regulations, starting July 1, 1994, has granted the right for districts to use general waiver requests. These requests pertain to Educator Preparation and Credentialing, and with the new regulations, districts have the general ability to employ or assign persons who are not within the total legal compliance requirements of the Commission on Teacher Credentialing. This system allows Emergency Permits to be granted in a more expedient manner.

It is the recommendation of the Administration that the Board of Education declare that there may be an insufficient number of certificated persons who meet the District's specified employment criteria (credentials) for the positions listed on the attached exhibit. This takes effect on July 1, 2022 and expires on June 30, 2023.

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

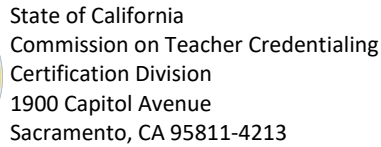
Recommendation: Approve as submitted.

AUSD Guiding Principle: #2 - Teachers must challenge and support all students to reach their highest academic and personal potential. | #5 - Accountability, transparency, and trust are necessary at all levels of the organization.

Submitted By: Timothy Erwin, Assistant Superintendent, Human Resources

ATTACHMENTS:

Description	Upload Date	Type
❑ Declaration of Need 2022-2023	3/16/2022	Backup Material



DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Page 1 of 4

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

_____ <i>Name</i>	_____ <i>Signature</i>	_____ <i>Title</i>
_____ <i>Fax Number</i>	_____ <i>Telephone Number</i>	_____ <i>Date</i>
_____ <i>Mailing Address</i>		
_____ <i>E-Mail Address</i>		

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit

Estimated Number Needed

CLAD/English Learner Authorization (applicant already holds teaching credential)

Bilingual Authorization (applicant already holds teaching credential)

List target language(s) for bilingual authorization:

Resource Specialist

Teacher Librarian Services

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?	Yes	No
--	-----	----

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program?	Yes	No
---	-----	----

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

If no, explain why you do not participate in an internship program.

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Update on Schools and COVID-19 Pandemic: Review of Data and Protocols (5 Mins/Information)

Item Type: Information

Background: As we continue to navigate and adjust to the impact of COVID-19 in our schools, Superintendent Scuderi will update the Board and community on AUSD's current efforts.

In addition to our regular updates, tonight's presentation will have data on case rates and plans for testing as we approach Spring Break. The Superintendent and his team will also share information about how the first week of the new mask mandate has gone.

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 2a. Support all students in becoming college and career ready.| 2b. Support all English Learners (ELs) in becoming college and career ready.| 3. Support parent/guardian development as knowledgeable partners and effective advocates for student success.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: This item is presented for information only.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.

Submitted By: Pasquale Scuderi, Superintendent

ATTACHMENTS:

Description	Upload Date	Type
□ COVID 19 Update and Review of Data	3/22/2022	Presentation

Update on Schools and COVID-19 Pandemic: Review of Data and Protocols

...

March 18, 2022
Pasquale Scuderi, Superintendent

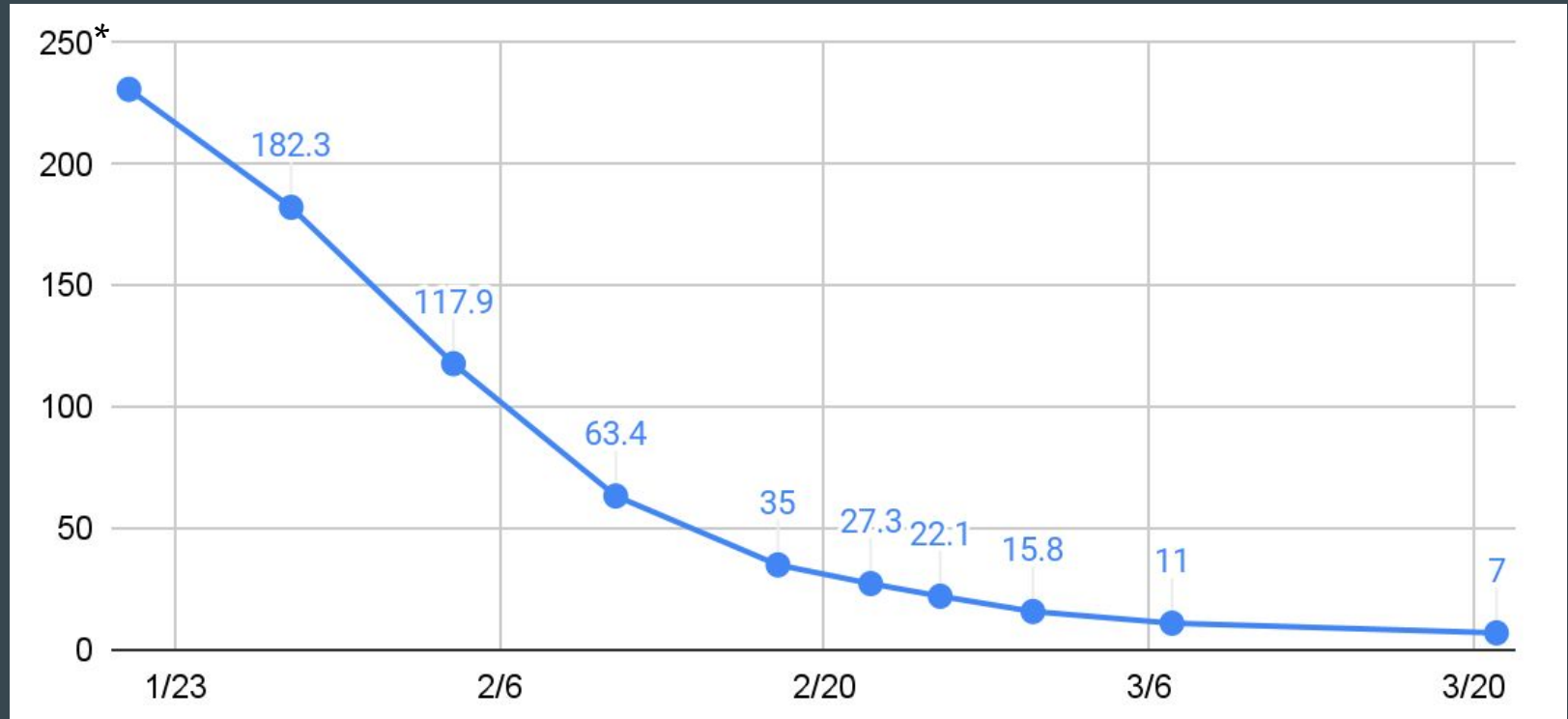
Effective March 14

AUSD is now aligned with state and county public health guidance: indoor masking is no longer mandated but strongly recommended.

Weekly Review: March 18, 2022

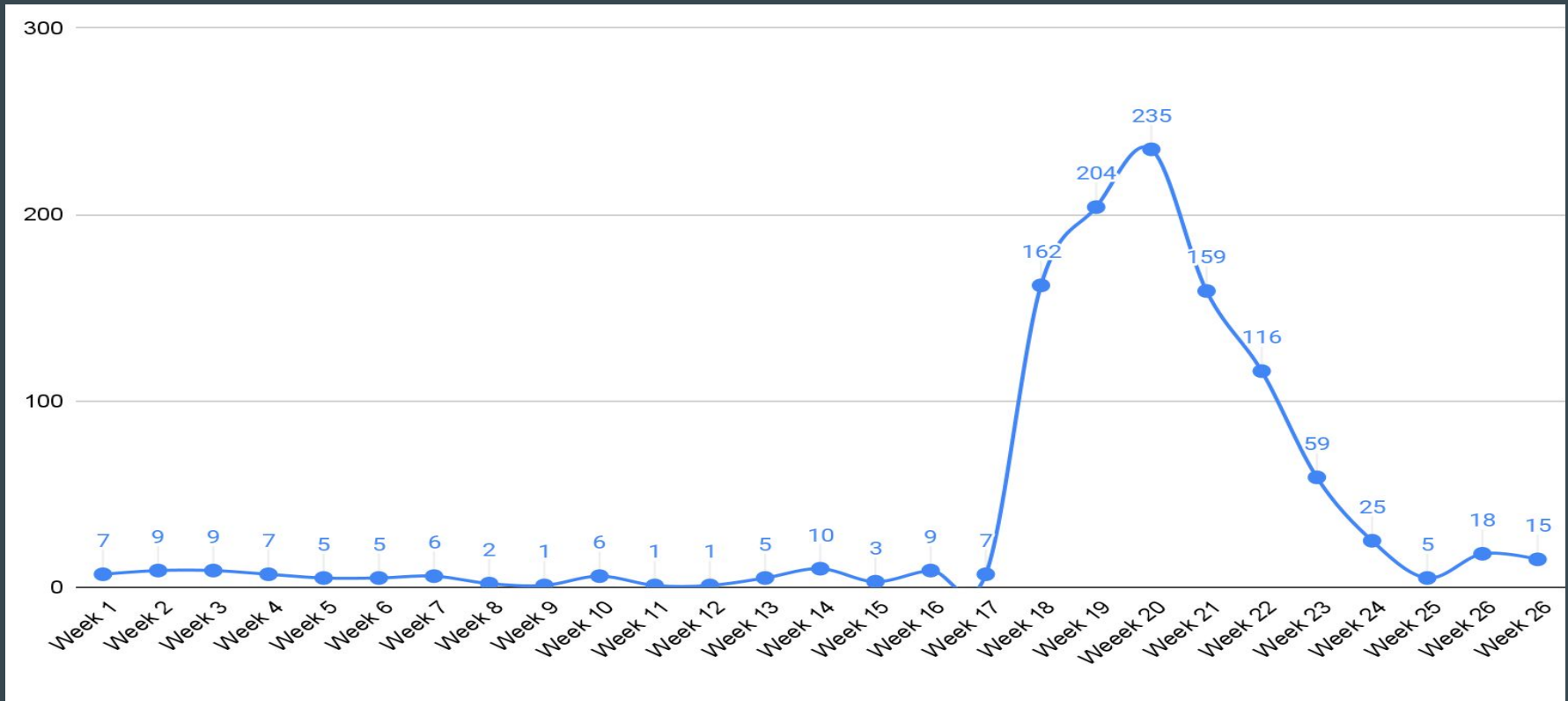
Any changes or adjustments this week to state <i>or</i> county public health guidance?	No
Evidence of increased outbreaks in our schools <i>or</i> persistent in-school transmission?	No
<u>Alameda County Status on CDC Community Level Scale</u>	Low
Any public health communications on new variants posing elevated levels of concern to school settings?	No

County Wide 7-Day Case Rates* Since January 21, 2022



* 7 day case rate per 100,000 residents

AUSD Total Cases for 2021-2022 School Year - By Week



Moving Forward

- Superintendent's updates will move to bi-monthly schedule beginning in April
- Focus will shift from COVID to more global goals, initiatives, and news from AUSD
 - Will still provide weekly COVID data and any and all relevant changes or information
- Newsletter will still be sent out weekly