

BOARD OF EDUCATION AGENDA

REGULAR MEETING
August 13, 2024 - 5:30 PM

Alameda City Hall - Council Chambers

2263 Santa Clara Avenue
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. Adjourn to Closed Session - 5:30 PM - Board Members will meet privately in Room 391 at City Hall for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

Conference with Real Property Negotiators (Govt. Code §54956.8) Agency designated representative: Shariq Khan, Assistant Superintendent, Business Services (one case):

- 1) Property address: 210 Central Avenue, Alameda, California 94501

Conference with Legal Counsel Regarding Existing Litigation (Govt. Code §54956.9, subd. (d) (1)) Agency designated representative: Lenore Silverman, Attorney from Fagen Friedman Fulfroft, LLP (two cases):

- 1) John Doe and Alameda Unified School District: Update on Settlement Agreement dated November 3, 2023.
- 2) John Doe and Alameda Unified School District: Update on Settlement Agreement

dated November 7, 2023.

2. *****

Reconvene to Public Session - 6:30 PM -City Council Chambers

Alameda Unified School District encourages public participation in person or remotely.

In Person Participation

Meeting locations are listed at the top of the agenda.

A speaker slip must be submitted to speak on any item in person.

Remote Participation via Zoom on a Computer/Smart Phone/Device

Ensure you are using the most current version of the Zoom app or an updated web browser. Certain functionality may be disabled if the app or browser are not updated.

Register using the link below. Click "raise hand" when you wish to speak on an item and click "unmute" once you have been called to speak.

Remote Participation via Standard Telephone Call

Call **669-900-9128** and enter the Meeting ID listed at the top of the agenda. Dial *9 to raise your hand when you wish to speak on an item and dial *6 to unmute once you have been called to speak.

Zoom Registration Link: https://alamedaca.gov.zoom.us/webinar/register/WN_LxU07bNWRqa7BbaGnCXAsw

For Telephone Participants:

Zoom Phone Number: 669-900-9128

Zoom Meeting ID: 892 1582 9256

To view the live stream of the public meeting at 6:30pm, please visit the City of Alameda’s Live Video Broadcast page.

- 3. Pledge of Allegiance - Board of Education President Jennifer Williams will lead the Pledge of Allegiance
- 4. Call to Order - 6:30pm - City Council Chambers - Introduction of Board Members and Staff
- 5. 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. Minutes from the June 11th Regular Board Meeting will be considered (5 Mins/Action)

D. COMMUNICATIONS

1. Public Comments - This public comment period is for items not listed on the agenda but that are under the Board's jurisdiction. Members of the public can join the meeting in person or from their computer, tablet or smartphone. Please submit a speaker slip (in person) or use the "raise your hand" feature (Zoom). Once public comments begin, additional speaker slips and raised hands will not be accepted. If we experience technical difficulties or if there is a disruption, the Board may discontinue Zoom public comments at any time. If a member of the public is unable to join the meeting, they may send their comments to: publiccomments@alamedaunified.org.
2. Written Correspondence - Written correspondence regarding an agenda item that is distributed to a majority of Board Members is shared.
3. 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).
4. 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)
5. 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)
6. 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 and Acceptance of Donations
4. Approval of Bill Warrants and Payroll Registers
5. Approval of California Interscholastic Federation Representatives to League for 2024-25 School Year
6. Approval of CSBA Recommended Updates to Board Policies Reviewed at the June 20th Board Policy Subcommittee Meeting
7. Approval of Facilities Bond Measure I and Measure B Contracts (Standing Item)
8. Approval of Increase in Meeting Stipend for Board of Education Members
9. Approval of Individual Service Agreements (ISAs) with Non-Public Schools and Non-Public Agencies
10. Approval of Memorandum of Understanding with Colleges and Universities for Student Teacher, School Psychologist, Counselor, and Administrative Interns
11. Approval of Quarterly Report on Williams Uniform Complaints
12. Ratification of Contracts Executed Pursuant to Board Policy 3300
13. Resolution No. 2024-2025.01 Appointing Co-Chairs and Members of the Pupil

Disciplinary Hearing Panel(s) for the 2024-25 School Year

14. Resolution No. 2024-2025.02 Approval of Budget Transfers, Increases, Decreases

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. Review of Positions with Undetermined Funding Sources Beyond June 2025 (10 Mins/Information)
2. Resolution No. 2024-2025.03 Declaration of Intent to Grant an Easement to the City of Alameda (Measure B EJSHS Field Project) (5 Mins/Action)
3. Resolution 2024-2025.04 and Letter in Support of Gun Violence Prevention (SB 899) (10 Mins/Action)

G. ADJOURNMENT

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Adjourn to Closed Session - 5:30 PM - Board Members will meet privately in Room 391 in City Hall 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 in Room 391 at City Hall for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

Conference with Real Property Negotiators (Govt. Code §54956.8) Agency designated representative: Shariq Khan, Assistant Superintendent, Business Services (one case):

1) Property address: 210 Central Avenue, Alameda, California 94501

Conference with Legal Counsel Regarding Existing Litigation (Govt. Code §54956.9, subd. (d) (1)) Agency designated representative: Lenore Silverman, Attorney from Fagen Friedman Fulfrost, LLP (two cases):

1) John Doe and Alameda Unified School District: Update on Settlement Agreement dated November 3, 2023.

2) John Doe and Alameda Unified School District: Update on Settlement Agreement dated November 7, 2023.

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: Minutes from the June 11th Regular 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:

- June 11th 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 June 11, 2024	8/9/2024	Backup Material

BOARD OF EDUCATION MEETING

June 11, 2024

2060 Challenger Drive

Marina Conference Room

Alameda, California 94501

UNADOPTED MINUTES

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

A. CALL TO ORDER

1. Opening of Public Session - 6:30PM
Board Vice President Gary K. Lym called the meeting to order at 6:30PM.
2. Call to Order - Pledge of Allegiance
Superintendent Pasquale Scuderi led the Pledge of Allegiance.
3. Introduction of Board Members and Staff:
Board of Education Members present: Board Vice President Gary K. Lym, Board Clerk Ryan LaLonde, Board Trustee Heather Little, and Board Trustee Margie Sherratt.

Board President Jennifer Williams participated in the meeting remotely.

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 Manager of Community Affairs, Susan Davis and Senior Executive Assistant to the Superintendent, Kerri Lonergan.

B. MODIFICATION(S) OF THE AGENDA:

There were no modifications to the agenda.

C. APPROVAL OF MINUTES

The minutes from the March 26th Board of Education meeting were considered for approval.

Motion to approve the minutes from the March 26th Board of Education meeting.

ROLL CALL VOTE:

MOTION: Member Sherratt

SECONDED: Member LaLonde

BOARD MEMBER VOTES

AYES: Members Little, Williams, Lym, and LaLonde

NOES:

ABSENT:

MOTION APPROVED

D. COMMUNICATIONS

1. Public Comments on Non-Agenda Items:
There were no public comments under this agenda item.
2. Written Correspondence:
The Board did not receive any written correspondence related to this agenda.
3. Report from Employee Organizations:
Nancy Read, co-president, Alameda Education Association (AEA): AEA Co-President Nancy Read thanked the AUSD negotiations team, along with the Board and District staff for a successful year.
4. Report from PTA Council:
Gabriela Badilla President, PTA Council: PTA Council President Gabriela Badilla congratulates all graduates and announces PTA Council will have a new board next year, with Katie Honegger serving as president.
5. Board Members' Report:
Board Member Heather Little: Board Member Little thanked the students, families, teachers, staff, administrators, and the Superintendent for a very successful school year.

Board Member Margie Sherratt: Board Member Sherratt seconded Board Member Little's remarks. Board Member Sherratt shared that she wished everyone a very full and fun summer break.
6. Superintendent's Report:
Superintendent Pasquale Scuderi: Superintendent Scuderi thanked outgoing PTA Council President Gabrielle Badilla for her leadership and thought partnership this summer. Superintendent Scuderi also wish AUSD's students and staff a wonderful summer.

E. ADOPTION OF THE CONSENT CALENDAR

Prior to the adoption of the Consent Calendar, Board Member Heather Little made an announcement:

Board Member Little disclosed that she is an employee of Alameda Family Services and although she does not have a direct or non-remote interest in the outcome of the contracts being reviewed in Consent Calendar item #4, she recused herself from participating in the discussion and vote of the entire Consent Calendar.

1. Certificated Personnel Actions
2. Classified Personnel Actions
3. Approval and Acceptance of Donations
4. Approval of 2024-2025 Contracts between Alameda Unified School District and Alameda Family Services

5. Approval of Bid Award per Request for Proposal (RFP) No. 024-077-05 HVAC Emergency Response and Repair Services
6. Approval of Bill Warrants and Payroll Registers
7. Approval of California Interscholastic Federation Representatives to League for 2024-25 School Year
8. Approval of District-Wide High School Scholarship Awards
9. Approval of Facilities Bond Measure I and Measure B Contracts (Standing Item)
10. Approval of Individual Service Agreements (ISAs) with Non-Public Schools and Non-Public Agencies
11. Approval of Proposed Paid Adult Meal Price Adjustment
12. Proclamation: Juneteenth Day
13. Ratification of Contracts Executed Pursuant to Board Policy 3300
14. Resolution No. 2023-2024.71 Approval of Budget Transfers, Increases, Decreases
15. Approval of California Interscholastic Federation Representatives to League for 2024-25 School Year

Motion to adopt the Consent Calendar.

ROLL CALL VOTE

MOTION: Member LaLonde

SECONDED: Member Sherratt

BOARD MEMBER VOTES

AYES: Members Williams, Lym, LaLonde, and Sherratt

NOES:

ABSTAIN: Member Little

MOTION APPROVED

F. GENERAL BUSINESS

1. Presentation of 2024-25 Local Control and Accountability Plan (LCAP) and Budget Overview for Parents

Kirsten Zazo, Assistant Superintendent – Educational Services presented Alameda Unified School District’s 2024-25 Local Control and Accountability Plan (LCAP) for public hearing. The full 2024-25 LCAP is included as an attachment for the audience.

Next steps include this item coming back to the Board for approval for the June 25, 2024 Board of Education meeting. Following approval, a copy of the AUSD’s LCAP will be submitted to the Alameda County Office of Education (ACOE) for county approval. Also included in this item is the Local Control Funding Formula (LCFF) Budget Overview for Parents.

Public Hearing Opened: 6:56pm
 No public comments
 Public Hearing Closed: 6:57pm

2. Budget Adoption Process: Public Hearing of Budget Proposal 2024-2025 and Draft Resolution No. 2023-2024.XX Designating Certain General Funds as Committed Fund Balance

Shariq Khan, Assistant Superintendent – Business Services, presented the proposed 2024-2025 budget along with the draft Resolution to designate certain general funds as committed. Mr. Khan will return to present the final budget and Resolution for approval and adoption at the Board's June 25, 2024 meeting.

Board members shared gratitude toward staff for a thoughtful process; acknowledgement that Special Education and unhoused students are included more in this LCAP than previous years. A Board member asked for more details on what would happen to mental health funding in this budget to be brought back at the next meeting.

Public Hearing Opened: 7:17pm
No public comments
Public Hearing Closed: 7:18pm

3. Budget Adoption Process: Public Hearing of 2024-2025 Education Protection Account (EPA) Spending Plan and Draft Resolution No. 2023-2024.XX

Shariq Khan, Assistant Superintendent – Business Services, presented Information on the EPA Spending Plan.

Proposition 30, The Schools and Local Public Safety Protection Act of 2012, approved by the voters on November 6, 2012 (sunset in 2017), and Proposition 55, The California Extension of the Proposition 30 Income Tax Increase Initiative, approved by the voters on November 8, 2016, temporarily increase the state's sales tax and the personal income tax rates.

Alameda Unified School District will receive funds from the Education Protection Account (EPA) based on the District's proportionate share of the statewide revenue limit amount. The State of California will make a corresponding reduction to Alameda Unified's Local Control Funding Formula (LCFF) entitlement. As the State will reduce LCFF funding by the amount of EPA revenue, the district will move corresponding expenditures to the EPA.

Proposition 55 required that the use of EPA funds be determined by the governing board at an open public meeting. EPA funds are restricted and may not be spent on administrative expenditures. Staff recommended that certificated salaries and benefits from unrestricted general fund (resource 0000) be transferred to unrestricted general fund (resource 1400).

Public Hearing Opened: 7:19pm
No public comments
Public Hearing Closed: 7:20pm

4. Presentation of 2024-25 Single Plan(s) for Student Achievement (SPSAs).

Kirsten Zazo, Assistant Superintendent – Educational Services presented school sites' SPSAs – Single Plans for Student Achievement.

The Single Plan for Student Achievement (SPSA) is an annual site plan created by a school team including the principal, teachers, parents, and where applicable, community partners. The SPSA is a tool for sites to prioritize particular programs and strategies that will best serve their students, families, and the community. It lays out each school's plan for achieving its goals, and it articulates the relationship between the school's goals and actions and the District's Strategic Plan and Local Control Accountability Plan (LCAP), which lays out goals for the entire district.

Principal of Otis Elementary, Brian Dodson, highlighted the school's Continuous Improvement Approach to Building a SPSA Plan. The SPSAs for the 2024-25 school year for all AUSD schools are attached to this agenda item and will be brought back for final approval on June 25, 2024.

Public Hearing Opened: 7:32pm
No public comments
Public Hearing Closed: 7:34pm

G. ADJOURNMENT – Board Vice President Gary K. Lym adjourned the meeting at 7:39pm.

Respectively Submitted,

Kerri Lonergan
Senior Executive Assistant
Alameda Unified School District

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Certificated Personnel Actions

Item Type: Consent

Background: *NOTE: If approved by the Board, personnel reports are uploaded the day after the meeting.*

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): All positions shown are authorized by the board and are included in the 2024-2025 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	8/14/2024	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Classified Personnel Actions

Item Type: Consent

Background: *NOTE: If approved by the Board, personnel reports are uploaded the day after the meeting.*

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): All positions shown are authorized by the board and are included in the 2024-2025 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	8/14/2024	Backup Material

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 schools or departments, and for specific use.

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 \$129,067.82.

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	8/5/2024	Backup Material

**2023-2024
Summary Site Donations
June 11, 2024 - August 5, 2024**

Slip Date	Site	Donor	Amount	Site Total	Total Donations
6/2/2024	Alameda HS	Julie McCalmont	\$ 30.00		
6/3/2024	Alameda HS	Ankhiluun Dambadarjaa	\$ 30.00		
6/3/2024	Alameda HS	Heran Girma	\$ 30.00		
6/3/2024	Alameda HS	Ivan Goldwasser	\$ 73.15		
6/4/2024	Alameda HS	Dahlia Norwood	\$ 5.00		
06/04/24	Alameda HS	Michael Oreshkov	\$ 30.00		
06/04/24	Alameda HS	Kyle Brusewitz	\$ 30.00		
6/5/2024	Alameda HS	Emmett Kotapish	\$ 160.50		
6/5/2024	Alameda HS	Jessica Bentley	\$ 30.00		
6/5/2024	Alameda HS	Tim Setiawan	\$ 460.00		
6/5/2024	Alameda HS	Piper Dooley	\$ 30.00		
6/5/2024	Alameda HS	Lynn Dignon	\$ 30.00		
6/5/2024	Alameda HS	Meghan Forder	\$ 98.50		
6/5/2024	Alameda HS	Lindsay Todaro	\$ 158.00		
6/6/2024	Alameda HS	Bruce Dunston	\$ 35.00		
6/6/2024	Alameda HS	Camille Danzi	\$ 30.00		
6/6/2024	Alameda HS	Elizabeth Park	\$ 120.00		
6/6/2024	Alameda HS	Huddle Tickets	\$ 590.00		
6/6/2024	Alameda HS	Jennifer Baumbach	\$ 35.00		
6/6/2024	Alameda HS	Kristine and Daniel Louie	\$ 117.00		
6/6/2024	Alameda HS	NeedMyTranscript	\$ 5.00		
6/6/2024	Alameda HS	North Coast Section	\$ 655.00		
6/6/2024	Alameda HS	William Jacobson	\$ 30.00		
6/6/2024	Alameda HS	Sarah Noble	\$ 30.00		
6/7/2024	Alameda HS	Alameda HS ASB	\$ 3,163.17		
6/11/2024	Alameda HS	Cash	\$ 258.00		
6/11/2024	Alameda HS	G. Kebede	\$ 138.00		
6/14/2024	Alameda HS	Cash	\$ 680.00		
6/17/2024	Alameda HS	Cash	\$ 220.00		
6/14/2024	Alameda HS	Alameda HS Jujitsu Alumni Inc.	\$ 100.00		
6/14/2024	Alameda HS	Go Fan/Huddle	\$ 80.00		
6/14/2024	Alameda HS	Revolution Prep, LLC	\$ 10.00		
6/14/2024	Alameda HS	Yoshiko Amemiya	\$ 500.00		
6/18/2024	Alameda HS	Cash	\$ 2,305.95		
6/20/2024	Alameda HS	Cash	\$ 1,850.03		
6/21/2024	Alameda HS	Cash	\$ 1,645.05		
				<u>\$ 13,792.35</u>	
6/4/2024	Bay Farm	Bay Farm PTSA	\$ 1,900.00		
6/3/2024	Bay Farm	Lydia Van Nostrand	\$ 30.00		
				<u>\$ 1,930.00</u>	
6/6/2024	Earhart	The Blackbaud Giving Fund	\$ 120.00		
6/10/2024	Earhart	Box Tops for Education	\$ 22.80		
6/17/2024	Earhart	Earhart PTA	\$ 40,000.00		
				<u>\$ 40,142.80</u>	
6/17/2024	Edison	Cash	\$ 84.00		
6/13/2024	Edison	Edison PTA	\$ 48,114.00		
				<u>\$ 48,198.00</u>	
6/12/2024	EJSHS	Cash	\$ 1,931.65		
6/12/2024	EJSHS	Encinal PTSA	\$ 10,000.00		
6/13/2024	EJSHS	American HS	\$ 1,500.00		
6/13/2024	EJSHS	Amy Moore	\$ 175.00		
6/13/2024	EJSHS	Box Tops for Education	\$ 19.90		
6/13/2024	EJSHS	Clayton Valley Charter HS	\$ 1,500.00		
6/13/2024	EJSHS	Daviena Cade	\$ 30.00		

**2023-2024
Summary Site Donations
June 11, 2024 - August 5, 2024**

6/13/2024	EJSHS	eTeam Sponsor Inc	\$	468.00	
6/13/2024	EJSHS	Huddle Tickets	\$	42.00	
6/13/2024	EJSHS	John Isles	\$	30.00	
6/13/2024	EJSHS	Matt Avellar	\$	30.00	
6/13/2024	EJSHS	Michael Rice	\$	30.00	
6/13/2024	EJSHS	Music Theater International	\$	51.82	
6/13/2024	EJSHS	NeedMyTranscript	\$	12.00	
6/13/2024	EJSHS	Rose Moon Tam	\$	30.00	
6/13/2024	EJSHS	Sze Wai Yeung	\$	138.00	
6/3/2024	EJSHS	Stacy Lorish	\$	30.00	
6/3/2024	EJSHS	Lana Blokhina	\$	30.00	
6/4/2024	EJSHS	Christopher Nguyen	\$	30.00	
6/5/2024	EJSHS	Jeanette Bettles	\$	30.00	
6/6/2024	EJSHS	Paloma Gutierrez	\$	30.00	
6/6/2024	EJSHS	Molly Mizuhara	\$	400.00	
					<u>\$ 16,538.37</u>
6/10/2024	Island HS	Alameda Patients Group LLC	\$	5,000.00	
6/10/2024	Island HS	Cash	\$	612.01	
6/10/2024	Island HS	Sharon Lupo	\$	37.00	
6/12/2024	Island HS	Cash	\$	1,386.13	
					<u>\$ 7,035.14</u>
5/24/2024	Lincoln MS	Coei Ma	\$	120.00	
5/28/2024	Lincoln MS	Michael Berke	\$	120.00	
5/29/2024	Lincoln MS	Rose Toutjian Martinez	\$	120.00	
5/29/2024	Lincoln MS	Chandra Benitez	\$	120.00	
6/5/2024	Lincoln MS	Zhi Wu	\$	30.00	
6/11/2024	Lincoln MS	Andy Tung Amy Tung	\$	120.00	
6/11/2024	Lincoln MS	Anh Thi Kim Nguyen	\$	120.00	
6/11/2024	Lincoln MS	Cam N. Do	\$	65.00	
6/11/2024	Lincoln MS	Canhui Li Wanyun Wu	\$	65.00	
6/11/2024	Lincoln MS	Joshua Schefers & Cashel O'Boyle	\$	120.00	
6/11/2024	Lincoln MS	MoneyGram	\$	185.00	
6/11/2024	Lincoln MS	Satoko Miyamoto	\$	65.00	
					<u>\$ 1,250.00</u>
5/17/2024	Maya Lin	Exploratorium	\$	90.00	
					<u>\$ 90.00</u>
7/2/2024	MOF	Alco Iron & Metal Co	\$	65.16	
					<u>\$ 65.16</u>
6/7/2024	Ruby Bridges	Faith Reyes	\$	15.00	
6/7/2024	Ruby Bridges	The Oakland Zoo	\$	11.00	
					<u>\$ 26.00</u>
					<u><u>\$ 129,067.82</u></u>

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Bill Warrants and Payroll Registers

Item Type: Consent

Background: Education Code 42631 requires the Board of Education to review and approve all payments from district funds.

The uploaded register contains *eighteen (18)* redactions where posting that information would violate confidentiality. Therefore, the district is posting all bills and warrants except for those 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 \$16,385,220.52

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	8/5/2024	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of California Interscholastic Federation Representatives to League for 2024-25 School Year

Item Type: Consent

Background: The California Interscholastic Federation (CIF) has a legal requirement to obtain a district governing board's approved list of representatives to the league. Education Code gives the authority for high school administrators to join high school governing boards. The Education Code also requires that the boards, after joining CIF, designate their representatives to CIF leagues (Ed Code 33353 (a)(1)).

The Principal and Assistant Principal of Alameda High School were approved by the Board as AUSD's CIF Representatives for Alameda High School on June 11, 2024. Tonight staff seek approval of the two newly appointed Athletic Directors as CIF representatives for Alameda High School for the 2024-25 school year.

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: #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
□ CIF Representative to Leagues_AHS 8.13.24	8/9/2024	Backup Material



TO: SUPERINTENDENT OF PUBLIC SCHOOLS
PRINCIPAL OF PRIVATE SCHOOLS

FROM: RON NOCETTI, EXECUTIVE DIRECTOR

RE: FORM TO RECORD DISTRICT AND/OR SCHOOL REPRESENTATIVES TO LEAGUES

DATE: March 18, 2024

Enclosed is a form upon which to record your district and/or school representatives to leagues for **next year, 2024-2025**. It is a form sent every year to you in order to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by school district or school governing boards. **It is a legal requirement that league representatives be so designated.**

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the boards, after joining CIF, designate their representatives to CIF leagues. This is a necessity! (Ed. Code 33353 (a) (1))

We are asking that, after action by the governing board, you **send the names of league representatives to your CIF Section office**. Obviously, the presumption behind this code section is that the representatives of boards are the only people who will be voting on issues, at the league and section level, that impact athletics.

If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices within the required time frame, CIF is required to suspend voting privileges (CIF Constitution, Article 2, Section 25, p. 18) for the affected schools.

At the State Federated Council level, we will be asking that Sections verify that their representatives are designated in compliance with this Ed. Code section.

I hope this gives you a bit of background. Thank you for all you do to help support high school athletics. It is a valuable program in all high schools, and we appreciate the support you give to the program and to CIF.

Please return the enclosed form no later than June 28, 2024, directly to your CIF Section Office.

2024-2025 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE no later than June 28, 2024.**

Alameda Unified School District/Governing Board at its August 13, 2024 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2024-2025 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

Alameda High School
NAME OF SCHOOL
Angela Barrett Principal
NAME OF REPRESENTATIVE POSITION
2200 Central Ave. Alameda 94501
ADDRESS CITY ZIP
510.337.7022 abarrett@alamedaunified.org
PHONE FAX E-MAIL

* Alameda High School
NAME OF SCHOOL
Michael Lee Asst. Principal
NAME OF REPRESENTATIVE POSITION
2200 Central Ave. Alameda 94501
ADDRESS CITY ZIP
510.337.7022 milee@alamedaunified.org
PHONE FAX E-MAIL

Alameda High School
NAME OF SCHOOL
Kelly Gregor Athletic Director
NAME OF REPRESENTATIVE POSITION
2200 Central Ave. Alameda 94501
ADDRESS CITY ZIP
510.337.7022 kgregor@alamedaunified.org
PHONE FAX E-MAIL

* Alameda High School
NAME OF SCHOOL
Allen Nakamura Athletic Director
NAME OF REPRESENTATIVE POSITION
2200 Central Ave. Alameda 94501
ADDRESS CITY ZIP
510.337.7022 anakamura@alamedaunified.org
PHONE FAX E-MAIL

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name _____ Signature _____

Address _____ City _____ Zip _____

Phone _____ FAX _____

PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of CSBA Recommended Updates to Board Policies Reviewed at the June 20th Board Policy Subcommittee Meeting

Item Type: Consent

Background: Updates to Board Policies, Administrative Regulations, and Board Bylaws are provided by the California School Boards Association (CSBA) four times a year: March, June, September, and December. These recommendations are reviewed by Cabinet members prior to being presented to the Board Policy subcommittee for approval.

The Board Policy subcommittee can direct staff to:

- 1) Bring the item(s) back to the subcommittee with suggested edits for further review.
- 2) Present the item(s) to the full Board for discussion at a regular Board of Education meeting.
- 3) Add the item(s) for approval by the Board of Education at a regularly scheduled public Board meeting.

Below is a list of Board Policies that were reviewed at the Board Policy Subcommittee meeting on June 10, 2024, and are being recommended for approval by the full Board.

- BP 4111/4211/4311 Recruitment and Selection (Pgs 1-37)
- BP 4118/4218 Dismissal/Suspension/Disciplinary Action (Pgs 38-74)
- BP 4140/4240/4340 Bargaining Units (Pgs 75-131)
- BP 4151/4251/4351 Employee Compensation (Pgs 132-169)
- BP 4154/4254/4354 Health and Welfare Benefits (Pgs 170-187)
- BP 4157/4257/4357 Bargaining Units (Pgs 188-225)

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:

Submitted By:

Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

Description	Upload Date	Type
□ CSBA Board Policy Updates_6.20.24	6/24/2024	Backup Material

Policy 4111: Recruitment And Selection

Status: ADOPTED

Original Adopted Date: ~~08/25/2009~~07/01/2012 | **Last Revised Date:** ~~05/08/2018~~03/01/2024 |
Last Reviewed Date: 03/01/2024

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals:

~~(cf. 0000—, and believes that students benefit when district staff reflects the racial, ethnic, linguistic, and cultural diversity of the district.~~

~~Vision)~~

~~(cf. 0200 – Goals for the School District)~~

~~(cf. 4000 – Concepts and Roles)~~

~~(cf. 4100 – Certificated Personnel)~~

~~(cf. 4200 – Classified Personnel)~~

~~(cf. 4300 – Administrative and Supervisory Personnel)~~

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

~~(cf. 0410 – Nondiscrimination in District Programs~~

~~Additionally, the Superintendent or designee shall, through the recruitment and Activities)~~

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

~~(cf. 4032 – selection processes and procedures, seek to establish and maintain a diverse staff, including the active recruitment from institutions and organizations that serve populations underrepresented among district employees.~~

~~Reasonable Accommodation)~~

~~(cf. 4111.2/4211.2/4311.2 – Legal Status Requirement)~~

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

~~The district's selection procedures~~

~~When posting an employment opportunity, the Superintendent or designee shall include screening processes, interviews, recommendations from previous employers, the pay scale for the open position. (Labor Code 432.2)~~

~~The Superintendent shall develop and observations when maintain appropriate, as necessary hiring procedures to identify the best possible candidate candidates for a position.~~

~~(cf. 4112.61/4212.61/4312.61 – Employment References)~~

~~The Superintendent or designee may establish In doing so, an interview committee may be established to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential in accordance and consistent with law.~~

~~(cf. 2230 – Representative and Deliberative Groups)~~

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

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

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

~~The Superintendent or designee shall not inquire, orally or in writing, in regard to about an applicant's salary history information, including compensation and benefits. He/she Additionally, the Superintendent or designee shall also not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. Upon request, the Superintendent or designee shall provide the applicant the pay scale for the position to which he/she is applying. (Labor Code 432.3)~~

~~(Labor Code 432.3)~~

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

(cf. 4112 – Appointment and Conditions of Employment)

(cf. 4112.2 –

Certification)

(cf. 4112.22 – Staff Teaching English Learners)

(cf. 4112.23 – Special Education Staff)

(cf. 4112.8/4212.8/4312.8 – Employment of Relatives)

(cf. 4212 – Appointment and Conditions of Employment)

(cf. 4312.1 – Contracts)

Incentives

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

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Policy Reference Disclaimer:

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

State

Description

Ed. Code 200-262.4

[Prohibition of discrimination](#)

Ed. Code 35035

[Powers and duties of the superintendent; transfer authority](#)

Ed. Code 44066

[Limitations on certification requirements](#)

Ed. Code 44259

[Teaching credential, exception; designated subjects; minimum requirements](#)

Ed. Code 44750

[Teacher recruitment resource center](#)

Ed. Code 44830-44831

[Employment of certificated persons](#)

Ed. Code 44858

[Age or marital status in certificated positions](#)

Ed. Code 44859

[Prohibition against certain rules and regulations regarding residency](#)

Ed. Code 45103-45139

[Employment; classified employees](#)

Ed. Code 49406	Examination for tuberculosis
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 7920.000-7930.215	California Public Records Act
Gov. Code 815.2	Liability of public entities and public employees
H&S Code 53570-53574	Teacher Housing Act of 2016
Lab. Code 432.3	Salary information
Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.101-35.190	Americans with Disabilities Act
34 CFR 106.51-106.61	Nondiscrimination on the basis of sex in employment in education program or activities
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
5 USC 552	Freedom of Information Act
8 USC 1324a	Unlawful employment of aliens
8 USC 1324b	Unfair immigration related employment practices
Management Resources	Description
CA Commission on Teacher Credentialing Publication	Strategic Plan: Ensuring Educator Excellence, 2023
California County Superintendents Publication	Teacher Recruitment in California: An Analysis of Effective Strategies, Research Brief, Veritas Research and Evaluation Group, October 2017
California Department of Education Publication	How to Increase the Diversity of California's Educator Workforce, April 2022
Court Decision	C.A. v William S. Hart Union High School District et al. (2012) 138 Cal.Rptr.3d 1
Ctr for Cities + Schools, cityLAB & Turner Ctr Pub	Education Workforce Housing in California: Developing the 21st Century Campus, 2021
Ctr for Cities + Schools, cityLAB & Turner Ctr Pub	Education Workforce Housing in California: The Handbook
Website	University of California Los Angeles, cityLAB

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

Cross References

Code	Description
0000	Vision Vision
0000	Vision
0200	Goals For The School District Goals For The School District
0410	Nondiscrimination In District Programs And Activities Nondiscrimination In District Programs And Activities
2230	Representative And Deliberative Groups Representative And Deliberative Groups
3542	School Bus Drivers School Bus Drivers
4000	Concepts And Roles Concepts And Roles
4030	Nondiscrimination In Employment Nondiscrimination In Employment
4030	Nondiscrimination In Employment Nondiscrimination In Employment
4032	Reasonable Accommodation Reasonable Accommodation

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4100	<u>Certificated Personnel</u> <u>Certificated Personnel</u>	Formatted: Font: 12 pt, (Intl) +Body (Aptos)
4111.2	<u>Legal Status Requirement</u> <u>Legal Status Requirement</u>	Formatted: Font: 12 pt, (Intl) +Body (Aptos)
4111.2	<u>Legal Status Requirement</u> <u>Legal Status Requirement</u>	
4112	<u>Appointment And Conditions Of Employment</u> <u>Appointment And Conditions Of Employment</u>	
4112.2	<u>Certification</u> <u>Certification</u>	Formatted: Font: 12 pt, (Intl) +Body (Aptos)
4112.2	<u>Certification</u> <u>Certification</u>	
4112.21	<u>Interns</u> <u>Interns</u>	
4112.21	<u>Interns</u> <u>Interns</u>	
4112.22	<u>Staff Teaching English Learners</u> <u>Staff Teaching English Learners</u>	Formatted: Font: 12 pt, (Intl) +Body (Aptos)
4112.23	<u>Special Education Staff</u> <u>Special Education Staff</u>	Formatted: Font: 12 pt, (Intl) +Body (Aptos)
4112.61	<u>Employment References</u> <u>Employment References</u>	
4112.61	<u>Employment References</u>	
4112.8	<u>Employment Of Relatives</u> <u>Employment Of Relatives</u>	Formatted Table
4113	<u>Assignment</u> <u>Assignment</u>	
4113	<u>Assignment</u> <u>Assignment</u>	
4117.14	<u>Postretirement Employment</u> <u>Postretirement Employment</u>	
4200	<u>Classified Personnel</u> <u>Classified Personnel</u>	Formatted: Font: 12 pt, (Intl) +Body (Aptos)
4200	<u>Classified Personnel</u> <u>Classified Personnel</u>	
4211.2	<u>Legal Status Requirement</u> <u>Legal Status Requirement</u>	
4211.2	<u>Legal Status Requirement</u> <u>Legal Status Requirement</u>	
4212	<u>Appointment And Conditions Of Employment</u> <u>Appointment And Conditions Of Employment</u>	
4212.61	<u>Employment References</u> <u>Employment References</u>	
4212.61	<u>Employment References</u>	
4212.8	<u>Employment Of Relatives</u> <u>Employment Of Relatives</u>	Formatted Table
4300	<u>Administrative And Supervisory Personnel</u> <u>Administrative And Supervisory Personnel</u>	

4300	<u>Administrative And Supervisory Personnel</u> <u>Administrative And Supervisory Personnel</u>
4311.2	<u>Legal Status Requirement</u> <u>Legal Status Requirement</u>
4311.2	<u>Legal Status Requirement</u> <u>Legal Status Requirement</u>
4312.1	<u>Contracts</u> <u>Contracts</u>
4312.61	<u>Employment References</u> <u>Employment References</u>
4312.61	<u>Employment References</u>
4312.8	<u>Employment Of Relatives</u> <u>Employment Of Relatives</u>
4317.14	<u>Postretirement Employment</u> <u>Postretirement Employment</u>
4331	<u>Staff Development</u> <u>Staff Development</u>
4331	<u>Staff Development</u>
6141.54	<u>Advanced Placement International Baccalaureate Program</u> <u>Advanced Placement International Baccalaureate Program</u>
6141.5	<u>Advanced Placement</u> <u>Advanced Placement</u>
6171	<u>Title I Programs</u> <u>Title I Programs</u>
6171	<u>Title I Programs</u> <u>Title I Programs</u>
9000	<u>Role Of The Board</u> <u>Role Of The Board</u>

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Policy 4111: Recruitment And Selection

Status: ADOPTED

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

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

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

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

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

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

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

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

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

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

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

Incentives

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

Policy Reference Disclaimer:

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State	Description
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Ed. Code 35035	<u>Powers and duties of the superintendent; transfer authority</u>
Ed. Code 44066	<u>Limitations on certification requirements</u>
Ed. Code 44259	<u>Teaching credential, exception; designated subjects; minimum requirements</u>
Ed. Code 44750	<u>Teacher recruitment resource center</u>
Ed. Code 44830-44831	<u>Employment of certificated persons</u>
Ed. Code 44858	<u>Age or marital status in certificated positions</u>
Ed. Code 44859	<u>Prohibition against certain rules and regulations regarding residency</u>
Ed. Code 45103-45139	<u>Employment; classified employees</u>

Ed. Code 49406	Examination for tuberculosis
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 7920.000-7930.215	California Public Records Act
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H&S Code 53570-53574	Teacher Housing Act of 2016
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42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
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8 USC 1324a	Unlawful employment of aliens
8 USC 1324b	Unfair immigration related employment practices
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Ctr for Cities + Schools, cityLAB & Turner Ctr Pub	Education Workforce Housing in California: The Handbook
Website	University of California Los Angeles, cityLAB

Website	<u>University of California Berkeley, Turner Center for Housing Innovation</u>
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Website	<u>U.S. Department of Education</u>
Website	<u>U.S. Equal Employment Opportunity Commission</u>
Website	<u>California Department of Education</u>

Cross References

Code	Description
0000	Vision
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
2230	Representative And Deliberative Groups
3542	School Bus Drivers
4000	Concepts And Roles
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4100	Certificated Personnel
4111.2	Legal Status Requirement
4111.2	Legal Status Requirement
4112	Appointment And Conditions Of Employment

4112.2	Certification
4112.2	Certification
4112.21	Interns
4112.21	Interns
4112.22	Staff Teaching English Learners
4112.23	Special Education Staff
4112.61	Employment References
4112.8	Employment Of Relatives
4113	Assignment
4113	Assignment
4117.14	Postretirement Employment
4200	Classified Personnel
4200	Classified Personnel
4211.2	Legal Status Requirement
4211.2	Legal Status Requirement
4212	Appointment And Conditions Of Employment
4212.61	Employment References
4212.8	Employment Of Relatives
4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel
4311.2	Legal Status Requirement
4311.2	Legal Status Requirement
4312.1	Contracts
4312.61	Employment References
4312.8	Employment Of Relatives
4317.14	Postretirement Employment
4331	Staff Development
6141.4	International Baccalaureate Program
6141.5	Advanced Placement

6171

Title I Programs

6171

Title I Programs

9000

Role Of The Board

Board District Policy Manual
Alameda Unified School District
CSBA Policy Management Console

Policy 4211: Recruitment And Selection

Status: ADOPTED

Original Adopted Date: [08/25/200907/01/2012](#) | Last Revised Date: [05/08/201803/01/2024](#) |
Last Reviewed Date: [05/08/201803/01/2024](#)

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, and believes that students benefit when district staff reflects the racial, ethnic, linguistic, and cultural diversity of the district.

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~~The district's selection procedures~~

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

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(Labor Code 432.3)

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

Incentives

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

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0000	Vision
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2230	<u>Representative And Deliberative Groups</u> Representative And Deliberative Groups
3542	<u>School Bus Drivers</u> School Bus Drivers
4000	<u>Concepts And Roles</u> Concepts And Roles
4030	<u>Nondiscrimination In Employment</u> Nondiscrimination In Employment
4030	<u>Nondiscrimination In Employment</u> Nondiscrimination In Employment
4032	<u>Reasonable Accommodation</u> Reasonable Accommodation
4100	<u>Certificated Personnel</u> Certificated Personnel
4111.2	<u>Legal Status Requirement</u> Legal Status Requirement
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4112	<u>Appointment And Conditions Of Employment</u> Appointment And Conditions Of Employment
4112.2	<u>Certification</u> Certification
4112.2	<u>Certification</u> Certification
4112.21	<u>Interns</u> Interns
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4112.8	<u>Employment Of Relatives</u> Employment Of Relatives
4113	<u>Assignment</u> Assignment
4113	<u>Assignment</u> Assignment
4117.14	<u>Postretirement Employment</u> Postretirement Employment
4200	<u>Classified Personnel</u> Classified Personnel

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4317.14	<u>Postretirement Employment</u> Postretirement Employment
4331	<u>Staff Development</u> Staff Development
4331	<u>Staff Development</u>
6141.54	<u>Advanced Placement International Baccalaureate Program</u>
6141.5	<u>Advanced Placement</u> Advanced Placement
6171	<u>Title I Programs</u> Title I Programs
6171	<u>Title I Programs</u> Title I Programs
9000	<u>Role Of The Board</u> Role Of The Board

Policy 4211: Recruitment And Selection

Status: ADOPTED

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

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

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

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

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

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

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6141.5	Advanced Placement
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Board District Policy Manual
Alameda Unified School District
CSBA Policy Management Console

Policy 4311: Recruitment And Selection

Status: ADOPTED

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Original Adopted Date: [08/25/200910/01/1998](#) | Last Revised Date: [05/11/202403/01/2024](#) |
Last Reviewed Date: [05/11/202403/01/2024](#)

The ~~Governing Board of Education desires~~ is committed to employ the most highly employing suitable, qualified and appropriate person available for each open position in order individuals to improve student achievement effectively carry out the district's vision, mission, and goals, and efficiency in believes that students benefit when district operations.

~~staff reflects the racial, ethnic, linguistic, and cultural diversity of the district.~~

The Superintendent or designee shall ~~recruit candidates for open positions~~ develop equitable, fair, and transparent recruitment and selection processes and procedures that ensure individuals are selected for employment in the district based on an assessment of the district's needs for specific skills, demonstrated knowledge and abilities. He/she shall develop job descriptions that, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

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

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

~~Whenever possible~~

~~When posting an employment opportunity, the Superintendent shall notify current supervisory employees of vacancies and offer them an opportunity to express interest in or designee shall include the pay scale for the open position before either filling the position by appointment or disseminating the job announcement to external sources.~~

~~.(Labor Code 432.2)~~

The Superintendent ~~or designee~~ shall develop ~~selection and maintain appropriate hiring procedures that to~~ identify the best possible candidate for each position based on screening processes, interviews, observations and recommendations from previous employers. If the District receives applications from several qualified applicants, the Superintendent or designee may establish a screening committee to determine which candidates will receive candidates for a position. In doing so, an interview. The screening committee shall include at least one current administrative or supervisory employee, as appropriate and at least one site administrator. Unless time and circumstance require otherwise, the Superintendent or designee shall establish an interview committee, as appropriate, committee may be established to rank candidates and recommend finalists. The committee shall consist of a diverse group of current employees including

~~administrative, supervisory personnel at least one site administrator and others as appropriate. All discussions and recommendations shall be confidential in accordance with law.~~

During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. ~~No inquiry shall be made with regard to any category of discrimination prohibited by state or federal law.~~

All discussions and recommendations shall be confidential and consistent with law.

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

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

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With Board approval and in accordance with district needs and any applicable collective bargaining agreements, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with the Superintendent or designee to discuss the reasons he/she was not selected, beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

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4117.14 Postretirement EmploymentPostretirement Employment

4200 Classified PersonnelClassified Personnel

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Policy 4311: Recruitment And Selection **Status:** ADOPTED

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

Policy Reference Disclaimer:

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

State	Description
Ed. Code 200-262.4	<u>Prohibition of discrimination</u>
Ed. Code 35035	<u>Powers and duties of the superintendent; transfer authority</u>
Ed. Code 44066	<u>Limitations on certification requirements</u>
Ed. Code 44259	<u>Teaching credential, exception; designated subjects; minimum requirements</u>
Ed. Code 44750	<u>Teacher recruitment resource center</u>
Ed. Code 44830-44831	<u>Employment of certificated persons</u>
Ed. Code 44858	<u>Age or marital status in certificated positions</u>
Ed. Code 44859	<u>Prohibition against certain rules and regulations regarding residency</u>
Ed. Code 45103-45139	<u>Employment; classified employees</u>

Ed. Code 49406	Examination for tuberculosis
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 7920.000-7930.215	California Public Records Act
Gov. Code 815.2	Liability of public entities and public employees
H&S Code 53570-53574	Teacher Housing Act of 2016
Lab. Code 432.3	Salary information

Federal

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

Management Resources

CA Commission on Teacher Credentialing Publication	Description Strategic Plan: Ensuring Educator Excellence, 2023
California County Superintendents Publication	Teacher Recruitment in California: An Analysis of Effective Strategies, Research Brief, Veritas Research and Evaluation Group, October 2017
California Department of Education Publication	How to Increase the Diversity of California's Educator Workforce, April 2022
Court Decision	C.A. v William S. Hart Union High School District et al. (2012) 138 Cal.Rptr.3d 1

Ctr for Cities + Schools, cityLAB & Turner Ctr Pub	Education Workforce Housing in California: Developing the 21st Century Campus, 2021
Ctr for Cities + Schools, cityLAB & Turner Ctr Pub	Education Workforce Housing in California: The Handbook
Website	University of California Los Angeles, cityLAB
Website	University of California Berkeley, Turner Center for Housing Innovation
Website	University of California Berkeley, Center for Cities + Schools
Website	CSBA District and County Office of Education Legal Services
Website	Commission on Teacher Credentialing
Website	Education Job Opportunities Information Network
Website	Teach USA
Website	California County Superintendents
Website	California Civil Rights Department
Website	U.S. Department of Education
Website	U.S. Equal Employment Opportunity Commission
Website	California Department of Education

Cross References

Code	Description
0000	Vision
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
2230	Representative And Deliberative Groups
3542	School Bus Drivers
4000	Concepts And Roles
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment

4032	Reasonable Accommodation
4100	Certificated Personnel
4111.2	Legal Status Requirement
4111.2	Legal Status Requirement
4112	Appointment And Conditions Of Employment
4112.2	Certification
4112.2	Certification
4112.21	Interns
4112.21	Interns
4112.22	Staff Teaching English Learners
4112.23	Special Education Staff
4112.61	Employment References
4112.8	Employment Of Relatives
4113	Assignment
4113	Assignment
4117.14	Postretirement Employment
4200	Classified Personnel
4200	Classified Personnel
4211.2	Legal Status Requirement
4211.2	Legal Status Requirement
4212	Appointment And Conditions Of Employment
4212.61	Employment References
4212.8	Employment Of Relatives
4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel
4311.2	Legal Status Requirement
4311.2	Legal Status Requirement
4312.1	Contracts
4312.61	Employment References
4312.8	Employment Of Relatives

4317.14	Postretirement Employment
4331	Staff Development
6141.4	International Baccalaureate Program
6141.5	Advanced Placement
6171	Title I Programs
6171	Title I Programs
9000	Role Of The Board

Board Policy Manual
Alameda Unified School District

Policy 4118: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 08/25/2009 | **Last Revised Date:** 02/14/2023 | **Last Reviewed Date:** 02/14/2023

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

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

~~An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.~~

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

Disciplinary actions may include, but are not limited to, verbal ~~and~~ warnings, written warnings, ~~reassignment,~~ suspension, ~~freezing or reduction of wages, compulsory leave~~ without pay, or dismissal.

~~The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.~~

Suspension/Dismissal Procedures

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

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

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

Prior to serving a suspension or dismissal notice that includes a charge of unsatisfactory

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

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

Except for notices that only include charges of unsatisfactory performance, the written suspension or dismissal notice may be served at any time of year. Such notice shall be served upon the employee personally if given outside of the instructional year or, if given during the instructional year, may be served personally or by registered mail to the employee's last known address. Notices with a charge of unsatisfactory performance shall be given only during the instructional year of the school site where the employee is physically employed, and may be served personally or by registered mail to the employee's last known address. (Education Code 44936)

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

Pending suspension or dismissal proceedings for an employee who is charged with egregious misconduct, immoral conduct, conviction of a felony or of any crime involving moral turpitude, incompetency due to mental disability, or willful refusal to perform regular assignments without reasonable cause as prescribed by district rules and regulations, the Board may, if it deems it necessary, immediately suspend the employee from assigned duties. If the employee files a motion with the Office of Administrative Hearings for immediate reversal of the suspension based on a cause other than egregious misconduct, the Board may file a written response before or at the time of the hearing. (Education Code 44939, 44939.1, 44940)

Compulsory Leave of Absence

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

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

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Policy Reference Disclaimer:

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

State	Description
5 CCR 80303	Reports of change in employment status; alleged misconduct
5 CCR 80304	Notice of sexual misconduct
CA Constitution Article 1, Section 1	Inalienable rights
Ed. Code 44008	Effect of termination of probation
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense: definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44242.5	Reports and review of alleged misconduct
Ed. Code 44425	Conviction of a sex or narcotic offense
Ed. Code 44660-44665	Evaluation and assessment of performance of certificated employees
Ed. Code 44830.1	Criminal record summary; certificated employees
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44930-44988	Resignations, dismissals and leaves of absence
Ed. Code 45055	Drawing of warrants for teachers
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 51530	Advocacy or teaching of communism
Gov. Code 1028	Advocacy of communism
Gov. Code 11505-11506	Hearing
Gov. Code 12954	Employment discrimination; cannabis use
Gov. Code 3543.2	Scope of representation
H&S Code 11054	Schedule I; substances included
H&S Code 11055	Schedule II; substances included

H&S Code 11056	Schedule III; substances included
H&S Code 11357-11361	Marijuana
H&S Code 11363	Peyote
H&S Code 11364	Opium
H&S Code 11370.1	Possession of controlled substances with a firearm
Pen. Code 11165.2-11165.6	Child abuse or neglect; definitions
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 187	Murder
Pen. Code 291	School employees arrest for sex offense
Pen. Code 667.5	Prior prison terms; enhancement of prison terms
Federal	Description
U.S. Constitution, First Amendment	Free exercise, free speech, and establishment clauses
Management Resources	Description
Commission on Teacher Credentialing Publication	California's Laws and Rules Pertaining to the Discipline of Professional Certificated Personnel, 2007
Court Decision	Visalia Unified School District v. Public Employment Relations Board (2024) 98 Cal.App.5th 844
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	Crowl v. Commission on Professional Competence (1990) 225 Cal. App. 3d 334
Court Decision	Morrison v. State Board of Education (1969) 1 Cal.3d 214
U.S. Department of Education Publication	Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023
Website	Office of the Attorney General
Website	Office of Administrative Hearings
Website	Department of General Services, About Teacher Dismissal Case Type
Website	CSBA District and County Office of Education Legal Services
Website	Commission on Teacher Credentialing
Website	CSBA

Website [U.S. Department of Education](#)

Cross References

Code	Description
1114	District-Sponsored Social Media
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
3230	Federal Grant Funds
3230	Federal Grant Funds
3512	Equipment
3512-E PDF(1)	Equipment
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3515.2	Disruptions
3515.2	Disruptions
3515.21	Unmanned Aircraft Systems (Drones)
3516.2	Bomb Threats
4000	Concepts And Roles
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040	Employee Use Of Technology
4112	Appointment And Conditions Of Employment
4112.1	Contracts
4112.1	Contracts
4112.4	Health Examinations

4112.42	<u>Drug And Alcohol Testing For School Bus Drivers</u>
4112.5	<u>Criminal Record Check</u>
4112.6	<u>Personnel Files</u>
4112.9	<u>Employee Notifications</u>
4112.9	<u>Employee Notifications</u>
4112.9-E PDF(1)	<u>Employee Notifications</u>
4115	<u>Evaluation/Supervision</u>
4115	<u>Evaluation/Supervision</u>
4117.7	<u>Employment Status Reports</u>
4119.1	<u>Civil And Legal Rights</u>
4119.11	<u>Sexual Harassment</u>
4119.11	<u>Sexual Harassment</u>
4119.12	<u>Title IX Sexual Harassment Complaint Procedures</u>
4119.12-E PDF(1)	<u>Title IX Sexual Harassment Complaint Procedures</u>
4119.21	<u>Professional Standards</u>
4119.21-E PDF(1)	<u>Professional Standards</u>
4119.22	<u>Dress And Grooming</u>
4119.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4119.25	<u>Political Activities Of Employees</u>
4119.25	<u>Political Activities Of Employees</u>
4127	<u>Temporary Athletic Team Coaches</u>
4127	<u>Temporary Athletic Team Coaches</u>
4131.1	<u>Teacher Support And Guidance</u>
4136	<u>Nonschool Employment</u>
4141	<u>Collective Bargaining Agreement</u>
4141.6	<u>Concerted Action/Work Stoppage</u>
4141.6	<u>Concerted Action/Work Stoppage</u>
4154	<u>Health And Welfare Benefits</u>
4154	<u>Health And Welfare Benefits</u>

4157	Employee Safety
4157	Employee Safety
4158	Employee Security
4158	Employee Security
4159	Employee Assistance Programs
4161	Leaves
4161	Leaves
4212.4	Health Examinations
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.6	Personnel Files
4212.9	Employee Notifications
4212.9	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards
4219.21-E PDF(1)	Professional Standards - Code Of Ethics Classified Employees
4219.22	Dress And Grooming
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4236	Nonschool Employment

4241	<u>Collective Bargaining Agreement</u>
4241.6	<u>Concerted Action/Work Stoppage</u>
4241.6	<u>Concerted Action/Work Stoppage</u>
4254	<u>Health And Welfare Benefits</u>
4254	<u>Health And Welfare Benefits</u>
4257	<u>Employee Safety</u>
4257	<u>Employee Safety</u>
4258	<u>Employee Security</u>
4258	<u>Employee Security</u>
4259	<u>Employee Assistance Programs</u>
4261	<u>Leaves</u>
4261	<u>Leaves</u>
4312.4	<u>Health Examinations</u>
4312.42	<u>Drug And Alcohol Testing For School Bus Drivers</u>
4312.5	<u>Criminal Record Check</u>
4312.6	<u>Personnel Files</u>
4312.9	<u>Employee Notifications</u>
4312.9	<u>Employee Notifications</u>
4312.9-E PDF(1)	<u>Employee Notifications</u>
4317.7	<u>Employment Status Reports</u>
4319.1	<u>Civil And Legal Rights</u>
4319.11	<u>Sexual Harassment</u>
4319.11	<u>Sexual Harassment</u>
4319.12	<u>Title IX Sexual Harassment Complaint Procedures</u>
4319.12-E PDF(1)	<u>Title IX Sexual Harassment Complaint Procedures</u>
4319.21	<u>Professional Standards</u>
4319.21-E PDF(1)	<u>Professional Standards</u>
4319.22	<u>Dress And Grooming</u>
4319.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>

4319.25	<u>Political Activities Of Employees</u>
4319.25	<u>Political Activities Of Employees</u>
4327	<u>Temporary Athletic Team Coaches</u>
4327	<u>Temporary Athletic Team Coaches</u>
4336	<u>Nonschool Employment</u>
4354	<u>Health And Welfare Benefits</u>
4354	<u>Health And Welfare Benefits</u>
4357	<u>Employee Safety</u>
4357	<u>Employee Safety</u>
4358	<u>Employee Security</u>
4358	<u>Employee Security</u>
4359	<u>Employee Assistance Programs</u>
4361	<u>Leaves</u>
4361	<u>Leaves</u>
5144.2	<u>Suspension And Expulsion/Due Process (Students With Disabilities)</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>
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 PDF(1)	<u>Title IX Sexual Harassment Complaint Procedures</u>
5145.9	<u>Hate-Motivated Behavior</u>
6145.2	<u>Athletic Competition</u>
6145.2	<u>Athletic Competition</u>
6162.54	<u>Test Integrity/Test Preparation</u>
9000	<u>Role Of The Board</u>
9321	<u>Closed Session</u>

9321-E PDF(1)

[Closed Session](#)

9321-E PDF(2)

[Closed Session](#)

Policy 4118: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 08/25/2009 | **Last Revised Date:** 02/14/2023 | **Last Reviewed Date:** 02/14/2023

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

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

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

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

Suspension/Dismissal Procedures

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

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

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

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

Prior to serving a suspension or dismissal notice that includes a charge of unprofessional conduct, the district shall give the employee written notice that describes the nature of the unprofessional

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

Except for notices that only include charges of unsatisfactory performance, the written suspension or dismissal notice may be served at any time of year. Such notice shall be served upon the employee personally if given outside of the instructional year or, if given during the instructional year, may be served personally or by registered mail to the employee's last known address. Notices with a charge of unsatisfactory performance shall be given only during the instructional year of the school site where the employee is physically employed, and may be served personally or by registered mail to the employee's last known address. (Education Code 44936)

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

Pending suspension or dismissal proceedings for an employee who is charged with egregious misconduct, immoral conduct, conviction of a felony or of any crime involving moral turpitude, incompetency due to mental disability, or willful refusal to perform regular assignments without reasonable cause as prescribed by district rules and regulations, the Board may, if it deems it necessary, immediately suspend the employee from assigned duties. If the employee files a motion with the Office of Administrative Hearings for immediate reversal of the suspension based on a cause other than egregious misconduct, the Board may file a written response before or at the time of the hearing. (Education Code 44939, 44939.1, 44940)

Compulsory Leave of Absence

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

Policy Reference Disclaimer:

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

State	Description
5 CCR 80303	Reports of change in employment status; alleged misconduct
5 CCR 80304	Notice of sexual misconduct
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Ed. Code 44008	<u>Effect of termination of probation</u>
Ed. Code 44009	<u>Conviction of specified crimes</u>
Ed. Code 44010	<u>Sex offense; definitions</u>
Ed. Code 44011	<u>Controlled substance offense</u>

Ed. Code 44242.5	Reports and review of alleged misconduct
Ed. Code 44425	Conviction of a sex or narcotic offense
Ed. Code 44660-44665	Evaluation and assessment of performance of certificated employees
Ed. Code 44830.1	Criminal record summary; certificated employees
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Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44930-44988	Resignations, dismissals and leaves of absence
Ed. Code 45055	Drawing of warrants for teachers
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 51530	Advocacy or teaching of communism
Gov. Code 1028	Advocacy of communism
Gov. Code 11505-11506	Hearing
Gov. Code 12954	Employment discrimination; cannabis use
Gov. Code 3543.2	Scope of representation
H&S Code 11054	Schedule I; substances included
H&S Code 11055	Schedule II; substances included
H&S Code 11056	Schedule III; substances included
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H&S Code 11363	Peyote
H&S Code 11364	Opium
H&S Code 11370.1	Possession of controlled substances with a firearm
Pen. Code 11165.2-11165.6	Child abuse or neglect; definitions
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 187	Murder
Pen. Code 291	School employees arrest for sex offense
Pen. Code 667.5	Prior prison terms; enhancement of prison terms

Federal **Description**

U.S. Constitution, First Amendment [Free exercise, free speech, and establishment clauses](#)

Management Resources

Description

Commission on Teacher Credentialing Publication [California's Laws and Rules Pertaining to the Discipline of Professional Certificated Personnel, 2007](#)

Court Decision [Visalia Unified School District v. Public Employment Relations Board \(2024\) 98 Cal.App.5th 844](#)

Court Decision [Kennedy v. Bremerton \(2022\) 142 S.Ct. 2407](#)

Court Decision [Crowl v. Commission on Professional Competence \(1990\) 225 Cal. App. 3d 334](#)

Court Decision [Morrison v. State Board of Education \(1969\) 1 Cal.3d 214](#)

U.S. Department of Education Publication [Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023](#)

Website [Office of the Attorney General](#)

Website [Office of Administrative Hearings](#)

Website [Department of General Services, About Teacher Dismissal Case Type](#)

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

Website [Commission on Teacher Credentialing](#)

Website [CSBA](#)

Website [U.S. Department of Education](#)

Cross References

Code

Description

1114 [District-Sponsored Social Media](#)

1312.1 [Complaints Concerning District Employees](#)

1312.1 [Complaints Concerning District Employees](#)

1312.3 [Uniform Complaint Procedures](#)

1312.3 [Uniform Complaint Procedures](#)

1312.3-E PDF(1) [Uniform Complaint Procedures](#)

3230 [Federal Grant Funds](#)

3230	Federal Grant Funds
3512	Equipment
3512-E PDF(1)	Equipment
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3515.2	Disruptions
3515.2	Disruptions
3515.21	Unmanned Aircraft Systems (Drones)
3516.2	Bomb Threats
4000	Concepts And Roles
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040	Employee Use Of Technology
4112	Appointment And Conditions Of Employment
4112.1	Contracts
4112.1	Contracts
4112.4	Health Examinations
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.6	Personnel Files
4112.9	Employee Notifications
4112.9	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4117.7	Employment Status Reports
4119.1	Civil And Legal Rights
4119.11	Sexual Harassment

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

4212.9	<u>Employee Notifications</u>
4212.9	<u>Employee Notifications</u>
4212.9-E PDF(1)	<u>Employee Notifications</u>
4219.1	<u>Civil And Legal Rights</u>
4219.11	<u>Sexual Harassment</u>
4219.11	<u>Sexual Harassment</u>
4219.12	<u>Title IX Sexual Harassment Complaint Procedures</u>
4219.12-E PDF(1)	<u>Title IX Sexual Harassment Complaint Procedures</u>
4219.21	<u>Professional Standards</u>
4219.21-E PDF(1)	<u>Professional Standards - Code Of Ethics Classified Employees</u>
4219.22	<u>Dress And Grooming</u>
4219.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4219.25	<u>Political Activities Of Employees</u>
4219.25	<u>Political Activities Of Employees</u>
4227	<u>Temporary Athletic Team Coaches</u>
4227	<u>Temporary Athletic Team Coaches</u>
4236	<u>Nonschool Employment</u>
4241	<u>Collective Bargaining Agreement</u>
4241.6	<u>Concerted Action/Work Stoppage</u>
4241.6	<u>Concerted Action/Work Stoppage</u>
4254	<u>Health And Welfare Benefits</u>
4254	<u>Health And Welfare Benefits</u>
4257	<u>Employee Safety</u>
4257	<u>Employee Safety</u>
4258	<u>Employee Security</u>
4258	<u>Employee Security</u>
4259	<u>Employee Assistance Programs</u>
4261	<u>Leaves</u>

4261	<u>Leaves</u>
4312.4	<u>Health Examinations</u>
4312.42	<u>Drug And Alcohol Testing For School Bus Drivers</u>
4312.5	<u>Criminal Record Check</u>
4312.6	<u>Personnel Files</u>
4312.9	<u>Employee Notifications</u>
4312.9	<u>Employee Notifications</u>
4312.9-E PDF(1)	<u>Employee Notifications</u>
4317.7	<u>Employment Status Reports</u>
4319.1	<u>Civil And Legal Rights</u>
4319.11	<u>Sexual Harassment</u>
4319.11	<u>Sexual Harassment</u>
4319.12	<u>Title IX Sexual Harassment Complaint Procedures</u>
4319.12-E PDF(1)	<u>Title IX Sexual Harassment Complaint Procedures</u>
4319.21	<u>Professional Standards</u>
4319.21-E PDF(1)	<u>Professional Standards</u>
4319.22	<u>Dress And Grooming</u>
4319.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4319.25	<u>Political Activities Of Employees</u>
4319.25	<u>Political Activities Of Employees</u>
4327	<u>Temporary Athletic Team Coaches</u>
4327	<u>Temporary Athletic Team Coaches</u>
4336	<u>Nonschool Employment</u>
4354	<u>Health And Welfare Benefits</u>
4354	<u>Health And Welfare Benefits</u>
4357	<u>Employee Safety</u>
4357	<u>Employee Safety</u>
4358	<u>Employee Security</u>
4358	<u>Employee Security</u>

4359	<u>Employee Assistance Programs</u>
4361	<u>Leaves</u>
4361	<u>Leaves</u>
5144.2	<u>Suspension And Expulsion/Due Process (Students With Disabilities)</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>
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 PDF(1)	<u>Title IX Sexual Harassment Complaint Procedures</u>
5145.9	<u>Hate-Motivated Behavior</u>
6145.2	<u>Athletic Competition</u>
6145.2	<u>Athletic Competition</u>
6162.54	<u>Test Integrity/Test Preparation</u>
9000	<u>Role Of The Board</u>
9321	<u>Closed Session</u>
9321-E PDF(1)	<u>Closed Session</u>
9321-E PDF(2)	<u>Closed Session</u>

Policy 4218: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 12/10/2019 | Last Revised Date: 08/22/2023 | Last Reviewed Date: 08/22/2023

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

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. ~~An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.~~

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

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension or leave without pay, reduction of ~~pay step in class, compulsory leave, and wages, or~~ dismissal.

~~The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.~~

A probationary classified employee may be dismissed without ~~cause at any time prior to the expiration of anytime before~~ the probationary period expires.

Permanent classified employee shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

Procedures for Serious Disciplinary Proceedings

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against an employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the

recommended discipline should proceed further or be modified or withdrawn.

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly review process. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter. ([Education Code 45113, 45116](#))

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board [or by a third-party hearing officer, in accordance with law](#). (Education Code 45113, 45312)

A classified employee who timely requests a hearing may only be suspended, demoted, or dismissed pending the outcome of the hearing in accordance with Education code 45113, and as specified in the accompanying administrative regulation.

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

Following the hearing or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action, the Board shall affirm, modify, or reject the recommended disciplinary action. The decision of the Board shall be in writing⁵⁸

and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

Except for an allegation of egregious misconduct in which a minor is involved, the Board may delegate the authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When the matter is heard by a third-party hearing officer, the Board shall review the determination and to adopt or reject the recommended decision. (Education Code 45113)

When any the matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a witness who is a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

Compulsory Leave of Absence

Upon being informed that a classified employee has been charged with a mandatory leave of absence offense, the Superintendent or designee shall immediately place the employee on a compulsory leave of absence. (Education Code 44940, 44940.5, 45304)

Policy Reference Disclaimer:

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

State	Description
CA Constitution Article 1, Section 1	<u>Inalienable rights</u>
Ed. Code 35161	<u>Board delegation of any powers or duties</u>
Ed. Code 44009	<u>Conviction of specified crimes</u>
Ed. Code 44010	<u>Sex offense; definitions</u>
Ed. Code 44011	<u>Controlled substance offense</u>
Ed. Code 44940	<u>Compulsory leave of absence for certificated persons</u>
Ed. Code 44940.5	<u>Procedures when employees are placed on compulsory leave of absence</u>
Ed. Code 45101	<u>Definitions; disciplinary action and cause</u>
Ed. Code 45109	<u>Fixing of duties</u>
Ed. Code 45113	<u>Notification of charges; classified employees</u>
Ed. Code 45116	Notice of disciplinary action

Ed. Code 45123	Employment after conviction of controlled substance offense
Ed. Code 45302	Demotion and removal from permanent classified service
Ed. Code 45303	Additional cause for suspension or dismissal of employee charged with mandatory or optional leave of absence offense
Ed. Code 45304	Compulsory leave of absence for classified persons
Gov. Code 12954	Employment discrimination; cannabis use
Veh. Code 1808.8	School bus drivers; dismissal for safety-related cause
Federal	Description
42 USC 12101-12213	Americans with Disabilities Act
U.S. Constitution, First Amendment	Free exercise, free speech, and establishment clauses
Management Resources	Description
Court Decision	Visalia Unified School District v. Public Employment Relations Board (2024) 98 Cal.App.5th 844
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	California School Employees v. Livingston Union School District (2007) 149 Cal. App. 4th 391
Court Decision	CSEA v. Foothill Community College District (1975) 52 Cal. App. 3rd 150
Court Decision	Skelly v. California Personnel Board (1975) 15 Cal.3d 194
U.S. Department of Education Publication	Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023
Website	Office of the Attorney General
Website	Office of Administrative Hearings
Website	Department of General Services, About Teacher Dismissal Case Type
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education
Website	CSBA

Cross References

Code	Description
1114	<u>District-Sponsored Social Media</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 PDF(1)	<u>Uniform Complaint Procedures</u>
3230	<u>Federal Grant Funds</u>
3230	<u>Federal Grant Funds</u>
3512	<u>Equipment</u>
3512-E PDF(1)	<u>Equipment</u>
3513.3	<u>Tobacco-Free Schools</u>
3513.3	<u>Tobacco-Free Schools</u>
3515.2	<u>Disruptions</u>
3515.2	<u>Disruptions</u>
3515.21	<u>Unmanned Aircraft Systems (Drones)</u>
3516.2	<u>Bomb Threats</u>
3542	<u>School Bus Drivers</u>
4000	<u>Concepts And Roles</u>
4020	<u>Drug And Alcohol-Free Workplace</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>
4112.42	<u>Drug And Alcohol Testing For School Bus Drivers</u>
4112.5	<u>Criminal Record Check</u>
4112.6	<u>Personnel Files</u>
4119.1	<u>Civil And Legal Rights</u>

4119.12	<u>Title IX Sexual Harassment Complaint Procedures</u>
4119.12-E PDF(1)	<u>Title IX Sexual Harassment Complaint Procedures</u>
4119.21	<u>Professional Standards</u>
4119.21-E PDF(1)	<u>Professional Standards</u>
4119.22	<u>Dress And Grooming</u>
4119.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4119.24	<u>Maintaining Appropriate Adult-Student Interactions</u>
4119.25	<u>Political Activities Of Employees</u>
4119.25	<u>Political Activities Of Employees</u>
4127	<u>Temporary Athletic Team Coaches</u>
4127	<u>Temporary Athletic Team Coaches</u>
4136	<u>Nonschool Employment</u>
4141.6	<u>Concerted Action/Work Stoppage</u>
4141.6	<u>Concerted Action/Work Stoppage</u>
4154	<u>Health And Welfare Benefits</u>
4154	<u>Health And Welfare Benefits</u>
4157	<u>Employee Safety</u>
4157	<u>Employee Safety</u>
4158	<u>Employee Security</u>
4158	<u>Employee Security</u>
4159	<u>Employee Assistance Programs</u>
4161	<u>Leaves</u>
4161	<u>Leaves</u>
4161.11	<u>Industrial Accident/Illness Leave</u>
4200	<u>Classified Personnel</u>
4200	<u>Classified Personnel</u>
4212	<u>Appointment And Conditions Of Employment</u>
4212.42	<u>Drug And Alcohol Testing For School Bus Drivers</u>
4212.5	<u>Criminal Record Check</u>

4212.6	<u>Personnel Files</u>
4216	<u>Probationary/Permanent Status</u>
4219.1	<u>Civil And Legal Rights</u>
4219.12	<u>Title IX Sexual Harassment Complaint Procedures</u>
4219.12-E PDF(1)	<u>Title IX Sexual Harassment Complaint Procedures</u>
4219.21	<u>Professional Standards</u>
4219.21-E PDF(1)	<u>Professional Standards - Code Of Ethics Classified Employees</u>
4219.22	<u>Dress And Grooming</u>
4219.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4219.24	<u>Maintaining Appropriate Adult-Student Interactions</u>
4219.25	<u>Political Activities Of Employees</u>
4219.25	<u>Political Activities Of Employees</u>
4227	<u>Temporary Athletic Team Coaches</u>
4227	<u>Temporary Athletic Team Coaches</u>
4236	<u>Nonschool Employment</u>
4241.6	<u>Concerted Action/Work Stoppage</u>
4241.6	<u>Concerted Action/Work Stoppage</u>
4254	<u>Health And Welfare Benefits</u>
4254	<u>Health And Welfare Benefits</u>
4257	<u>Employee Safety</u>
4257	<u>Employee Safety</u>
4258	<u>Employee Security</u>
4258	<u>Employee Security</u>
4259	<u>Employee Assistance Programs</u>
4261	<u>Leaves</u>
4261	<u>Leaves</u>
4261.11	<u>Industrial Accident/Illness Leave</u>
4312.42	<u>Drug And Alcohol Testing For School Bus Drivers</u>

4312.5	<u>Criminal Record Check</u>
4312.6	<u>Personnel Files</u>
4319.1	<u>Civil And Legal Rights</u>
4319.12	<u>Title IX Sexual Harassment Complaint Procedures</u>
4319.12-E PDF(1)	<u>Title IX Sexual Harassment Complaint Procedures</u>
4319.21	<u>Professional Standards</u>
4319.21-E PDF(1)	<u>Professional Standards</u>
4319.22	<u>Dress And Grooming</u>
4319.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4319.24	<u>Maintaining Appropriate Adult-Student Interactions</u>
4319.25	<u>Political Activities Of Employees</u>
4319.25	<u>Political Activities Of Employees</u>
4327	<u>Temporary Athletic Team Coaches</u>
4327	<u>Temporary Athletic Team Coaches</u>
4336	<u>Nonschool Employment</u>
4354	<u>Health And Welfare Benefits</u>
4354	<u>Health And Welfare Benefits</u>
4357	<u>Employee Safety</u>
4357	<u>Employee Safety</u>
4358	<u>Employee Security</u>
4358	<u>Employee Security</u>
4359	<u>Employee Assistance Programs</u>
4361	<u>Leaves</u>
4361	<u>Leaves</u>
4361.11	<u>Industrial Accident/Illness Leave</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>

5145.71	<u>Title IX Sexual Harassment Complaint Procedures</u>
5145.71-E PDF(1)	<u>Title IX Sexual Harassment Complaint Procedures</u>
5145.9	<u>Hate-Motivated Behavior</u>
6145.2	<u>Athletic Competition</u>
6145.2	<u>Athletic Competition</u>
6162.54	<u>Test Integrity/Test Preparation</u>
9000	<u>Role Of The Board</u>
9321	<u>Closed Session</u>
9321-E PDF(1)	<u>Closed Session</u>
9321-E PDF(2)	<u>Closed Session</u>

Policy 4218: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 12/10/2019 | **Last Revised Date:** | **Last Reviewed Date:**

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

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance.

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

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension or leave without pay, reduction of wages, or dismissal.

A probationary classified employee may be dismissed without any time before the probationary period expires.

Permanent classified employee shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

Procedures for Serious Disciplinary Proceedings

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against an employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the recommended discipline should proceed further or be modified or withdrawn.

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly review process. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter. (Education Code 45113, 45116)

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board or by a third-party hearing officer, in accordance with law. (Education Code 45113, 45312)

A classified employee who timely requests a hearing may only be suspended, demoted, or dismissed pending the outcome of the hearing in accordance with Education code 45113, and as specified in the accompanying administrative regulation.

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

Following the hearing or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action, the Board shall affirm, modify, or reject the recommended disciplinary action. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

Except for an allegation of egregious misconduct in which a minor is involved, the Board may delegate the authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When the matter is heard by a third-party hearing officer, the

Board shall review the determination and to adopt or reject the recommended decision. (Education Code 45113)

When any the matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a witness who is a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

Compulsory Leave of Absence

Upon being informed that a classified employee has been charged with a mandatory leave of absence offense, the Superintendent or designee shall immediately place the employee on a compulsory leave of absence. (Education Code 44940, 44940.5, 45304)

Policy Reference Disclaimer:

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

State	Description
CA Constitution Article 1, Section 1	<u>Inalienable rights</u>
Ed. Code 35161	<u>Board delegation of any powers or duties</u>
Ed. Code 44009	<u>Conviction of specified crimes</u>
Ed. Code 44010	<u>Sex offense; definitions</u>
Ed. Code 44011	<u>Controlled substance offense</u>
Ed. Code 44940	<u>Compulsory leave of absence for certificated persons</u>
Ed. Code 44940.5	<u>Procedures when employees are placed on compulsory leave of absence</u>
Ed. Code 45101	<u>Definitions; disciplinary action and cause</u>
Ed. Code 45109	<u>Fixing of duties</u>
Ed. Code 45113	<u>Notification of charges; classified employees</u>
Ed. Code 45116	Notice of disciplinary action
Ed. Code 45123	<u>Employment after conviction of controlled substance offense</u>
Ed. Code 45302	<u>Demotion and removal from permanent classified service</u>
Ed. Code 45303	<u>Additional cause for suspension or dismissal of employee charged with mandatory or optional leave of absence offense</u>

Ed. Code 45304	Compulsory leave of absence for classified persons
Gov. Code 12954	Employment discrimination; cannabis use
Veh. Code 1808.8	School bus drivers; dismissal for safety-related cause
Federal	Description
42 USC 12101-12213	Americans with Disabilities Act
U.S. Constitution, First Amendment	Free exercise, free speech, and establishment clauses
Management Resources	Description
Court Decision	Visalia Unified School District v. Public Employment Relations Board (2024) 98 Cal.App.5th 844
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	California School Employees v. Livingston Union School District (2007) 149 Cal. App. 4th 391
Court Decision	CSEA v. Foothill Community College District (1975) 52 Cal. App. 3rd 150
Court Decision	Skelly v. California Personnel Board (1975) 15 Cal.3d 194
U.S. Department of Education Publication	Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023
Website	Office of the Attorney General
Website	Office of Administrative Hearings
Website	Department of General Services, About Teacher Dismissal Case Type
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education
Website	CSBA

Cross References

Code	Description
1114	District-Sponsored Social Media
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures

1312.3	<u>Uniform Complaint Procedures</u>
1312.3-E PDF(1)	<u>Uniform Complaint Procedures</u>
3230	<u>Federal Grant Funds</u>
3230	<u>Federal Grant Funds</u>
3512	<u>Equipment</u>
3512-E PDF(1)	<u>Equipment</u>
3513.3	<u>Tobacco-Free Schools</u>
3513.3	<u>Tobacco-Free Schools</u>
3515.2	<u>Disruptions</u>
3515.2	<u>Disruptions</u>
3515.21	<u>Unmanned Aircraft Systems (Drones)</u>
3516.2	<u>Bomb Threats</u>
3542	<u>School Bus Drivers</u>
4000	<u>Concepts And Roles</u>
4020	<u>Drug And Alcohol-Free Workplace</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>
4112.42	<u>Drug And Alcohol Testing For School Bus Drivers</u>
4112.5	<u>Criminal Record Check</u>
4112.6	<u>Personnel Files</u>
4119.1	<u>Civil And Legal Rights</u>
4119.12	<u>Title IX Sexual Harassment Complaint Procedures</u>
4119.12-E PDF(1)	<u>Title IX Sexual Harassment Complaint Procedures</u>
4119.21	<u>Professional Standards</u>
4119.21-E PDF(1)	<u>Professional Standards</u>
4119.22	<u>Dress And Grooming</u>
4119.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>

4119.24	<u>Maintaining Appropriate Adult-Student Interactions</u>
4119.25	<u>Political Activities Of Employees</u>
4119.25	<u>Political Activities Of Employees</u>
4127	<u>Temporary Athletic Team Coaches</u>
4127	<u>Temporary Athletic Team Coaches</u>
4136	<u>Nonschool Employment</u>
4141.6	<u>Concerted Action/Work Stoppage</u>
4141.6	<u>Concerted Action/Work Stoppage</u>
4154	<u>Health And Welfare Benefits</u>
4154	<u>Health And Welfare Benefits</u>
4157	<u>Employee Safety</u>
4157	<u>Employee Safety</u>
4158	<u>Employee Security</u>
4158	<u>Employee Security</u>
4159	<u>Employee Assistance Programs</u>
4161	<u>Leaves</u>
4161	<u>Leaves</u>
4161.11	<u>Industrial Accident/Illness Leave</u>
4200	<u>Classified Personnel</u>
4200	<u>Classified Personnel</u>
4212	<u>Appointment And Conditions Of Employment</u>
4212.42	<u>Drug And Alcohol Testing For School Bus Drivers</u>
4212.5	<u>Criminal Record Check</u>
4212.6	<u>Personnel Files</u>
4216	<u>Probationary/Permanent Status</u>
4219.1	<u>Civil And Legal Rights</u>
4219.12	<u>Title IX Sexual Harassment Complaint Procedures</u>
4219.12-E PDF(1)	<u>Title IX Sexual Harassment Complaint Procedures</u>
4219.21	<u>Professional Standards</u>

4219.21-E PDF(1)	<u>Professional Standards - Code Of Ethics Classified Employees</u>
4219.22	<u>Dress And Grooming</u>
4219.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4219.24	<u>Maintaining Appropriate Adult-Student Interactions</u>
4219.25	<u>Political Activities Of Employees</u>
4219.25	<u>Political Activities Of Employees</u>
4227	<u>Temporary Athletic Team Coaches</u>
4227	<u>Temporary Athletic Team Coaches</u>
4236	<u>Nonschool Employment</u>
4241.6	<u>Concerted Action/Work Stoppage</u>
4241.6	<u>Concerted Action/Work Stoppage</u>
4254	<u>Health And Welfare Benefits</u>
4254	<u>Health And Welfare Benefits</u>
4257	<u>Employee Safety</u>
4257	<u>Employee Safety</u>
4258	<u>Employee Security</u>
4258	<u>Employee Security</u>
4259	<u>Employee Assistance Programs</u>
4261	<u>Leaves</u>
4261	<u>Leaves</u>
4261.11	<u>Industrial Accident/Illness Leave</u>
4312.42	<u>Drug And Alcohol Testing For School Bus Drivers</u>
4312.5	<u>Criminal Record Check</u>
4312.6	<u>Personnel Files</u>
4319.1	<u>Civil And Legal Rights</u>
4319.12	<u>Title IX Sexual Harassment Complaint Procedures</u>
4319.12-E PDF(1)	<u>Title IX Sexual Harassment Complaint Procedures</u>
4319.21	<u>Professional Standards</u>

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4319.24	<u>Maintaining Appropriate Adult-Student Interactions</u>
4319.25	<u>Political Activities Of Employees</u>
4319.25	<u>Political Activities Of Employees</u>
4327	<u>Temporary Athletic Team Coaches</u>
4327	<u>Temporary Athletic Team Coaches</u>
4336	<u>Nonschool Employment</u>
4354	<u>Health And Welfare Benefits</u>
4354	<u>Health And Welfare Benefits</u>
4357	<u>Employee Safety</u>
4357	<u>Employee Safety</u>
4358	<u>Employee Security</u>
4358	<u>Employee Security</u>
4359	<u>Employee Assistance Programs</u>
4361	<u>Leaves</u>
4361	<u>Leaves</u>
4361.11	<u>Industrial Accident/Illness Leave</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>
5145.71	<u>Title IX Sexual Harassment Complaint Procedures</u>
5145.71-E PDF(1)	<u>Title IX Sexual Harassment Complaint Procedures</u>
5145.9	<u>Hate-Motivated Behavior</u>
6145.2	<u>Athletic Competition</u>
6145.2	<u>Athletic Competition</u>
6162.54	<u>Test Integrity/Test Preparation</u>

9000	<u>Role Of The Board</u>
9321	<u>Closed Session</u>
9321-E PDF(1)	<u>Closed Session</u>
9321-E PDF(2)	<u>Closed Session</u>

Board District Policy Manual
Alameda Unified School District
CSBA Policy Management Console

Policy 4140: Bargaining Units

Status: ADOPTED

Original Adopted Date: ~~06/26/2012~~11/01/2011 | Last Revised Date: ~~10/24/2023~~03/01/2024 |
Last Reviewed Date: ~~10/24/2023~~03/01/2024

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative ~~to represent for~~ the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with ~~recognized employee organizations~~the exclusive representative and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons, insignia, or other ~~items~~pictorial or written messages that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of certificated or classified supervisory employees may only be recognized if the bargaining unit includes all certificated or classified supervisory employees, respectively, and is not represented by ~~an~~the same employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, ~~such employees~~employees who serve in a management, senior management, or confidential position may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. ~~An~~However, an employee organization representing management, senior management, or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. ~~(Education Code 45100.5.~~ Government Code 3543.4)

Management employee means an employee in a position having significant responsibilities for formulating district policies or administering district programs. ~~Management positions shall be designated by the Board which may be subject to review by the Public Employment Relations Board.~~ (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

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Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

District Communications to Employees

The Superintendent or designee may communicate with district employees regarding their rights to join and/or support ~~an officially recognized employee organization~~ or to refrain from joining or supporting an officially recognized employee organization. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

~~However, before disseminating~~The district may disseminate written documents, recorded messages, or other mass communications to multiple actual or perspective employees any mass communication represented by an exclusive representative concerning employees' their rights under the law, such as a written document or script for oral or recorded presentation to join and/or message, support, or refrain from joining and/or supporting, an employee organization only after the Superintendent or designee shall meet meets and confer confers with the employees' exclusive representative regarding concerning the content of the mass communication. If the district and exclusive representative do not come to agreement on the content of the mass communication and the district still chooses to disseminate it, the Superintendent or designee may disseminate the district's mass communication, provided shall request that at the same time, copies of the exclusive representative's representative provide a communication, which shall be of reasonable length, are also distributed to the district that shall be disseminated to the employees at the same time as the district's own mass communication. (Government Code ~~3553~~3556)

Access to New Employee Orientations

The district shall permit ~~employee organization~~each exclusive representative access to new employee orientation or onboarding process where newly hired employees represented by the exclusive representative are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide ~~employee organizations~~the exclusive representative at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided ~~if where there is an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice.~~operations that was not reasonably foreseeable. (Government Code ~~3555.5~~, 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, ~~matters related to the structure, time, and manner of~~ access to the new employee orientation shall be subject to compulsory interest arbitration. The district and ~~employee organization~~ the exclusive representative may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. ~~The arbitrator selection process shall commence within 14 days of a party's demand for compulsory interest arbitration.~~ When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The ~~arbitrator's decision of the arbitrator~~ shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, ~~in addition to above provisions regarding new employee orientations, unless the district shall ensure and the following: (Government Code 3556)~~

~~1.—When exclusive representative have agreed otherwise, when the district has not conducted an in-person new employee orientation has not been conducted within 30 days of hiring any a new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an in-person meeting which newly hired employees during employment hours at the new employee's worksite, during which the new employee shall have an the opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend relieved of other duties for the purpose of attending the meeting, during which the . The district shall provide appropriate space at the worksite within seven calendar days of receiving a request from the exclusive representative. (Government Code 3556, 3557)~~

~~During this meeting, the exclusive representative shall be permitted to communicate directly with the newly hired employees.~~

~~Within seven days of an exclusive representative's request to schedule such an in-person meeting, the Superintendent or designee shall provide an appropriate on-site meeting space.~~

~~2.—When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people. If such an order prohibits all gatherings, the exclusive representative may schedule a meeting(s) once the order is lifted or modified to permit gatherings.~~

~~Alternative access to these meetings shall be determined through mutual agreement between the district and the exclusive representative.~~

~~new employees for up to 30 minutes of paid time. (Government Code 3556)~~

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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) of all employees represented by the exclusive representative~~ on file with the district, ~~and home address of any newly hired.~~ ~~An employee's personal email address shall only be disclosed if it used by the employee to conduct district business.~~

~~Such information shall be provided~~ within 30 days of hire or by the first pay period of the month following hire ~~for all new employees represented by the exclusive representative~~, unless the exclusive representative has agreed to a different interval for the provision of the information. ~~In addition~~ ~~Additionally~~, the Superintendent or designee shall provide the exclusive representative ~~with~~ the same information ~~in regard to~~ ~~for~~ all employees ~~in the bargaining unit at least~~ ~~represented by the exclusive representative~~ every 120 days, unless more frequent ~~or detailed lists are~~ ~~disclosure is~~ required by agreement with the exclusive representative. (Government Code 3558, 7928.300)

However, the Superintendent or designee shall not disclose: (Government Code 3558, ~~62076205-6210, 6215, 6215.2-6216~~, 7928.300)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions
-
2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code ~~62076205-6210 and 6215-16~~
3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to ~~the district to~~ keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, ~~and~~ home telephone ~~number~~, and personal cell phone ~~numbers~~ ~~number~~ from any mailing list maintained by the district unless the list is only used by the district to contact the employee.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

~~To provide accurate information, the~~ ~~The~~ Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

Communications with Employees

~~by~~ **Employee Organizations**

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~~Subject to reasonable regulation by the district, employee organizations may shall have access, at reasonable times, to the work areas in which of employees work-represented by the employee organization and may use to district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation meeting with employees represented by the employee organization. Access may be limited in instances where it would be disruptive to district operations. (Government Code 3543.1)~~

~~Additionally, subject to reasonable regulation by the district, employee organizations may also shall have the ability to use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees represented by the employee organization. (Government Code 3543.1)~~

~~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 that~~ has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

~~When an employee organization that certifies has certified to the district 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 the employees. The to whom they apply and shall not handle or process employee written authorizations for the employees represented by such employee organization shall not be required to submit to the. The district also shall not require a copy of the written authorization in order for the payroll deductions to be effective. However, to be submitted by the employee organization, except 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)~~

~~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)~~

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization that represents the employee rather than the district. The employee organization shall

be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. ~~(Education Code 45060, 45168)~~[\(Education Code 45060, 45168\)](#)

[When an employee organization has declined to certify that it will handle and process written authorizations from employee\(s\) represented by the employee organization and makes a request for payroll deductions, the district shall request a copy of the written authorization for an employee before making the payroll deductions for that employee. \(Education Code 45060, 45168\)](#)

Policy Reference Disclaimer:

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

State	Description
8 CCR 33015-33490	Recognition of exclusive representative; proceedings
8 CCR 33700-33710	Severance of established unit
Ed. Code 45060-45061.5	Deduction of fees from salary or wage payment; certificated employees
Ed. Code 45100.5	Senior classified management positions
Ed. Code 45104.5	Abolishment of senior classified management positions
Ed. Code 45108.5	Definition of senior classified management employees
Ed. Code 45108.7	Waiver of provisions of Education Code 45108.5
Ed. Code 45168	Deduction of fees from salary or wage payment; classified employees
Ed. Code 45220-45320	Merit system; classified employees
Gov. Code 3500-3511	Local public employee organizations
Gov. Code 3507.7	Representation of temporary employees
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3540.1	Public employment; definitions
Gov. Code 3543.4	Management and confidential positions; representation
Gov. Code 3545	Appropriateness of unit; basis
Gov. Code 3550-3552	Prohibition on public employers deterring or discouraging union membership

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Gov. Code 3555-3559	Public employee communication, information and orientation
Gov. Code 53260-53264	Employment contracts
Gov. Code 6205-6210	Confidentiality of addresses for victims of domestic violence, sexual assault, stalking, or child abduction
Gov. Code 6215-6216	Address confidentiality for individuals who face threats or violence because of work for a public entity
Gov. Code 6503.5	Joint powers agencies; agreement
Gov. Code 7928.300	Disclosure of employee contact information to employee organization
Management Resources	Description
Court Decision	County of Los Angeles v. Los Angeles County Employee Relations Commission (2013) 56 Cal. 4th 905
Court Decision	Friedrichs v. California Teachers Association, et al. (2016) 136 S.Ct. 1083
Court Decision	Janus v. American Federation of State, County and Municipal Employees, Council 31 (2018) 138 S.Ct. 2448
Public Employment Relations Board Ruling	Regents of the University of California (2004) PERB Dec. No. 1700-H.
Public Employment Relations Board Ruling	Desert Community College District (2007) PERB Dec. No. 1921
Public Employment Relations Board Ruling	East Whittier School District (2004) PERB Dec. No. 1727
Public Employment Relations Board Ruling	City of Sacramento (2019) PERB Dec. No. 2702
Website	CSBA District and County Office of Education Legal Services
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association
Website	Association of California School Administrators
Website	CSBA

Cross References

Code	Description
0450	<u>Comprehensive Safety Plan</u> Comprehensive Safety Plan
0450	<u>Comprehensive Safety Plan</u> Comprehensive Safety Plan
0460	<u>Local Control And Accountability Plan</u> Local Control And Accountability Plan
0460	<u>Local Control And Accountability Plan</u> Local Control And Accountability Plan
1340	<u>Access To District Records</u> Access To District Records
1340	<u>Access To District Records</u> Access To District Records
1431	<u>Waivers</u> Waivers
4113	<u>Assignment</u> Assignment
4113	<u>Assignment</u> Assignment
4115	<u>Evaluation/Supervision</u> Evaluation/Supervision
4115	<u>Evaluation/Supervision</u> Evaluation/Supervision
4119.1	<u>Civil And Legal Rights</u> Civil And Legal Rights
4119.25	<u>Political Activities Of Employees</u> Political Activities Of Employees
4119.25	<u>Political Activities Of Employees</u> Political Activities Of Employees
4121	<u>Temporary/Substitute Personnel</u> Temporary/Substitute Personnel
4121	<u>Temporary/Substitute Personnel</u> Temporary/Substitute Personnel
4141	<u>Collective Bargaining Agreement</u> Collective Bargaining Agreement
4143	<u>Negotiations/Consultation</u> Negotiations/Consultation
4151	<u>Employee Compensation</u> Employee Compensation
4154	<u>Health And Welfare Benefits</u> Health And Welfare Benefits
4154	<u>Health And Welfare Benefits</u> Health And Welfare Benefits
4158	<u>Employee Security</u> Employee Security
4158	<u>Employee Security</u> Employee Security

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4161.2	<u>Personal Leaves</u> Personal Leaves
4219.1	<u>Civil And Legal Rights</u> Civil And Legal Rights
4219.25	<u>Political Activities Of Employees</u> Political Activities Of Employees
4219.25	<u>Political Activities Of Employees</u> Political Activities Of Employees
4241	<u>Collective Bargaining Agreement</u> Collective Bargaining Agreement
4243	<u>Negotiations/Consultation</u> Negotiations/Consultation
4251	<u>Employee Compensation</u> Employee Compensation
4254	<u>Health And Welfare Benefits</u> Health And Welfare Benefits
4254	<u>Health And Welfare Benefits</u> Health And Welfare Benefits
4261.2	<u>Personal Leaves</u> Personal Leaves
4300	<u>Administrative And Supervisory Personnel</u> Administrative And Supervisory Personnel
4300	<u>Administrative And Supervisory Personnel</u> Administrative And Supervisory Personnel
4301	<u>Administrative Staff Organization</u> Administrative Staff Organization
4312.1	<u>Contracts</u> Contracts
4315	<u>Evaluation/Supervision</u> Evaluation/Supervision
4319.1	<u>Civil And Legal Rights</u> Civil And Legal Rights
4319.25	<u>Political Activities Of Employees</u> Political Activities Of Employees
4319.25	<u>Political Activities Of Employees</u> Political Activities Of Employees
4351	<u>Employee Compensation</u> Employee Compensation
4354	<u>Health And Welfare Benefits</u> Health And Welfare Benefits
4354	<u>Health And Welfare Benefits</u> Health And Welfare Benefits

4361.2	<u>Personal Leaves</u> Personal Leaves
9000	<u>Role Of The Board</u> Role Of The Board
9321	<u>Closed Session</u> Closed Session
9321-E PDF(1)	<u>Closed Session</u> Closed Session
9321-E PDF(2)	<u>Closed Session</u> Closed Session

Policy 4140: Bargaining Units

Status: ADOPTED

Original Adopted Date: 06/26/2012 | **Last Revised Date:** | **Last Reviewed Date:**

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative for the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with the exclusive representative and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons, insignia, or other pictorial or written messages that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

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A bargaining unit of certificated or classified supervisory employees may only be recognized if the bargaining unit includes all certificated or classified supervisory employees, respectively, and is not represented by the same employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, employees who serve in a management, senior management, or confidential position may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. However, an employee organization representing management, senior management, or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Education Code 45100.5, Government Code 3543.4)

formulating district policies or administering district programs. (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

District Communications to Employees

The Superintendent or designee may communicate with district employees regarding their rights to join and/or support or to refrain from joining or supporting an officially recognized employee organization. Such communications shall be factual and accurate and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

The district may disseminate written documents, recorded messages, or other mass communications to actual or perspective employees represented by an exclusive representative concerning their rights to join and/or support, or refrain from joining and/or supporting, an employee organization only after the Superintendent or designee meets and confers with the exclusive representative concerning the content of the mass communication. If the district and exclusive representative do not come to agreement on the content of the mass communication and the district still chooses to disseminate it, the Superintendent or designee shall request that the exclusive representative provide a communication of reasonable length to the district that shall be disseminated to the employees at the same time as the district's own mass communication. (Government Code 3556)

Access to New Employee Orientations

The district shall permit each exclusive representative access to new employee orientation or onboarding process where newly hired employees represented by the exclusive representative are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide the exclusive representative at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided where there is an urgent need critical to the district's operations that was not reasonably foreseeable. (Government Code 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive

representative. If the district and exclusive representative fail to reach an agreement, the structure, time, and manner of access to the new employee orientation shall be subject to compulsory interest arbitration. The district and the exclusive representative may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The arbitrator's decision shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, unless the district and the exclusive representative have agreed otherwise, when the district has not conducted an in-person orientation within 30 days of hiring a new employee, the Superintendent or designee shall permit the exclusive representative to schedule an in-person meeting during employment hours at the new employee's worksite, during which the new employee shall have the opportunity to attend and shall be relieved of other duties for the purpose of attending the meeting. The district shall provide appropriate space at the worksite within seven calendar days of receiving a request from the exclusive representative. (Government Code 3556, 3557)

During this meeting, the exclusive representative shall be permitted to communicate directly with the new employees for up to 30 minutes of paid time. (Government Code 3556)

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), of all employees represented by the exclusive representative on file with the district. An employee's personal email address shall only be disclosed if it used by the employee to conduct district business.

Such information shall be provided within 30 days of hire or by the first pay period of the month following hire for all new employees represented by the exclusive representative, unless the exclusive representative has agreed to a different interval for the provision of the information. Additionally, the Superintendent or designee shall provide the exclusive representative with the same information for all employees represented by the exclusive representative every 120 days, unless more frequent disclosure is required by agreement with the exclusive representative. (Government Code 3558, 7928.300)

However, the Superintendent or designee shall not disclose: (Government Code 3558, 6205-6210, 6215-6216, 7928.300)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions

2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6205-6210 and 6215-16
3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to the district to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, home telephone number, and personal cell phone number from any mailing list maintained by the district unless the list is only used by the district to contact the employee.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

The Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

Communications with Employees by Employee Organizations

Subject to reasonable regulation by the district, employee organizations shall have access, at reasonable times, to the work areas of employees represented by the employee organization and to district facilities for the purpose of meeting with employees represented by the employee organization. Access may be limited in instances where it would be disruptive to district operations. (Government Code 3543.1)

Additionally, subject to reasonable regulation by the district, employee organizations shall have the ability to use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees represented by the employee organization. (Government Code 3543.1)

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount that has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

When an employee organization has certified to the district that it has and will maintain individual employee authorizations for payroll deductions, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and the employees to whom they apply and shall not handle or process employee written authorizations for the employees represented by such employee organization. The district also shall not require a copy of the written authorization to be submitted by the employee organization, except when there is a dispute about the existence or terms of the written authorization. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization that represents the employee rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

When an employee organization has declined to certify that it will handle and process written authorizations from employee(s) represented by the employee organization and makes a request for payroll deductions, the district shall request a copy of the written authorization for an employee before making the payroll deductions for that employee. (Education Code 45060, 45168)

Policy Reference Disclaimer:

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

State	Description
8 CCR 33015-33490	Recognition of exclusive representative; proceedings
8 CCR 33700-33710	Severance of established unit
Ed. Code 45060-45061.5	<u>Deduction of fees from salary or wage payment; certificated employees</u>
Ed. Code 45100.5	<u>Senior classified management positions</u>
Ed. Code 45104.5	<u>Abolishment of senior classified management positions</u>
Ed. Code 45108.5	<u>Definition of senior classified management employees</u>
Ed. Code 45108.7	<u>Waiver of provisions of Education Code 45108.5</u>
Ed. Code 45168	<u>Deduction of fees from salary or wage payment; classified employees</u>
Ed. Code 45220-45320	<u>Merit system; classified employees</u>
Gov. Code 3500-3511	Local public employee organizations
Gov. Code 3507.7	Representation of temporary employees
Gov. Code 3540-3549.3	<u>Educational Employment Relations Act</u>

Gov. Code 3540.1	Public employment; definitions
Gov. Code 3543.4	Management and confidential positions; representation
Gov. Code 3545	Appropriateness of unit; basis
Gov. Code 3550-3552	Prohibition on public employers deterring or discouraging union membership
Gov. Code 3555-3559	Public employee communication, information and orientation
Gov. Code 53260-53264	Employment contracts
Gov. Code 6205-6210	Confidentiality of addresses for victims of domestic violence, sexual assault, stalking, or child abduction
Gov. Code 6215-6216	Address confidentiality for individuals who face threats or violence because of work for a public entity
Gov. Code 6503.5	Joint powers agencies; agreement
Gov. Code 7928.300	Disclosure of employee contact information to employee organization

Management Resources

	Description
Court Decision	County of Los Angeles v. Los Angeles County Employee Relations Commission (2013) 56 Cal. 4th 905
Court Decision	Friedrichs v. California Teachers Association, et al. (2016) 136 S.Ct. 1083
Court Decision	Janus v. American Federation of State, County and Municipal Employees, Council 31 (2018) 138 S.Ct. 2448
Public Employment Relations Board Ruling	Regents of the University of California (2004) PERB Dec. No. 1700-H.
Public Employment Relations Board Ruling	Desert Community College District (2007) PERB Dec. No. 1921
Public Employment Relations Board Ruling	East Whittier School District (2004) PERB Dec. No. 1727
Public Employment Relations Board Ruling	City of Sacramento (2019) PERB Dec. No. 2702

Website	<u>CSBA District and County Office of Education Legal Services</u>
Website	<u>California Federation of Teachers</u>
Website	<u>California Public Employment Relations Board</u>
Website	<u>California School Employees Association</u>
Website	<u>California Teachers Association</u>
Website	<u>Association of California School Administrators</u>
Website	<u>CSBA</u>

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1340	Access To District Records
1340	Access To District Records
1431	Waivers
4113	Assignment
4113	Assignment
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4119.1	Civil And Legal Rights
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation

4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4158	Employee Security
4158	Employee Security
4161.2	Personal Leaves
4219.1	Civil And Legal Rights
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.2	Personal Leaves
4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel
4301	Administrative Staff Organization
4312.1	Contracts
4315	Evaluation/Supervision
4319.1	Civil And Legal Rights
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4351	Employee Compensation
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.2	Personal Leaves
9000	Role Of The Board
9321	Closed Session
9321	Closed Session

Board District Policy Manual
Alameda Unified School District
CSBA Policy Management Console

Policy 4240: Bargaining Units

Status: ADOPTED

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Original Adopted Date: ~~06/26/2012~~11/01/2011 | Last Revised Date: ~~10/24/2023~~03/01/2024 |
Last Reviewed Date: ~~10/24/2023~~03/01/2024

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative ~~to represent~~for the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with ~~recognized employee organizations~~the exclusive representative and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons, insignia, or other ~~items~~pictorial or written messages that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of certificated or classified supervisory employees may only be recognized if the bargaining unit includes all certificated or classified supervisory employees, respectively, and is not represented by an~~the same~~ employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, ~~such employees~~employees who serve in a management, senior management, or confidential position may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. ~~An~~However, an employee organization representing management, senior management, or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. ~~(Education Code 45100.5.~~ Government Code 3543.4)

Management employee means an employee in a position having significant responsibilities for formulating district policies or administering district programs. ~~Management positions shall be designated by the Board which may be subject to review by the Public Employment Relations Board.~~ (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

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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 ~~non-membership~~nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

District Communications to Employees

The Superintendent or designee may communicate with district employees regarding their rights to join and/or support ~~an officially recognized employee organization~~ or to refrain from joining or supporting an officially recognized employee organization. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

~~However, before disseminating~~The district may disseminate written documents, recorded messages, or other mass communications to multiple~~actual or perspective~~ employees ~~any mass communication represented by an exclusive representative~~ concerning employees' rights under the law, such as a written document or script for oral or recorded presentation to join and/or message, support, or refrain from joining and/or supporting, an employee organization only after the Superintendent or designee ~~shall meet~~meets and ~~confer~~confers with the employees' exclusive representative ~~regarding~~concerning the content of the mass communication. If the district and exclusive representative do not come to agreement on the content of the mass communication and the district still chooses to disseminate it, the Superintendent or designee ~~may disseminate the district's mass communication, provided~~shall request that ~~at the same time, copies of~~ the exclusive representative's ~~representative provide a~~ communication, ~~which shall be~~ of reasonable length, ~~are also distributed to the district that shall be disseminated to the employees at the same time as the district's own mass communication.~~ (Government Code ~~3553~~3556)

Access to New Employee Orientations

The district shall permit ~~employee organization~~each exclusive representative access to new employee orientation or onboarding process where newly hired employees represented by the exclusive representative are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide ~~employee organizations~~the exclusive representative at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided ~~if where there is an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice.~~operations that was not reasonably foreseeable. (Government Code ~~3555.5~~, 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, ~~matters related to the structure, time, and manner of~~ access to the new employee orientation shall be subject to compulsory interest arbitration. The district and ~~employee organization~~ the exclusive representative may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. ~~The arbitrator selection process shall commence within 14 days of a party's demand for compulsory interest arbitration.~~ When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The ~~arbitrator's decision of the arbitrator~~ shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, ~~in addition to above provisions regarding new employee orientations, unless the district shall ensure and the following: (Government Code 3556)~~

~~1. When exclusive representative have agreed otherwise, when the district has not conducted an in-person new employee orientation has not been conducted within 30 days of hiring any a new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an in-person meeting which newly hired employees during employment hours at the new employee's worksite, during which the new employee shall have an the opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend relieved of other duties for the purpose of attending the meeting, during which the. The district shall provide appropriate space at the worksite within seven calendar days of receiving a request from the exclusive representative. (Government Code 3556, 3557)~~

~~During this meeting, the exclusive representative shall be permitted to communicate directly with the newly hired employees.~~

~~Within seven days of an exclusive representative's request to schedule such an in-person meeting, the Superintendent or designee shall provide an appropriate on-site meeting space.~~

~~2. When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people. If such an order prohibits all gatherings, the exclusive representative may schedule a meeting(s) once the order is lifted or modified to permit gatherings.~~

~~Alternative access to these meetings shall be determined through mutual agreement between the district and the exclusive representative.~~

~~new employees for up to 30 minutes of paid time. (Government Code 3556)~~

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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) of all employees represented by the exclusive representative~~ on file with the district, ~~and home address of any newly hired.~~ ~~An employee's personal email address shall only be disclosed if it used by the employee to conduct district business.~~

~~Such information shall be provided~~ within 30 days of hire or by the first pay period of the month following hire ~~for all new employees represented by the exclusive representative~~, unless the exclusive representative has agreed to a different interval for the provision of the information. ~~In addition~~ ~~Additionally~~, the Superintendent or designee shall provide the exclusive representative ~~with~~ the same information ~~in regard to~~ ~~for~~ all employees ~~in the bargaining unit at least~~ ~~represented by the exclusive representative~~ every 120 days, unless more frequent ~~or detailed lists are~~ ~~disclosure is~~ required by agreement with the exclusive representative. (Government Code 3558, 7928.300)

However, the Superintendent or designee shall not disclose: (Government Code 3558, ~~62076205-6210, 6215, 6215.2-6216, 7928.300~~)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions
-
2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code ~~62076205-6210 and 6215-16~~
3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to ~~the district to~~ keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, ~~and~~ home telephone ~~number~~, and personal cell phone ~~numbers~~ ~~number~~ from any mailing list maintained by the district unless the list is only used by the district to contact the employee.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

~~To provide accurate information, the~~ ~~The~~ Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

Communications with Employees

~~by~~ **Employee Organizations**

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~~Subject to reasonable regulation by the district, employee organizations may shall have access, at reasonable times, to the work areas in which of employees work-represented by the employee organization and may use to district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation meeting with employees represented by the employee organization. Access may be limited in instances where it would be disruptive to district operations. (Government Code 3543.1)~~

~~Additionally, subject to reasonable regulation by the district, employee organizations may also shall have the ability to use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees represented by the employee organization. (Government Code 3543.1)~~

~~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 that~~ has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

~~When an employee organization that certifies has certified to the district 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 the employees. The to whom they apply and shall not handle or process employee written authorizations for the employees represented by such employee organization shall not be required to submit to the. The district also shall not require a copy of the written authorization in order for the payroll deductions to be effective. However, to be submitted by the employee organization, except 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)~~

~~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)~~

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization that represents the employee rather than the district. The employee organization shall

be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. ~~(Education Code 45060, 45168)~~(Education Code 45060, 45168)

When an employee organization has declined to certify that it will handle and process written authorizations from employee(s) represented by the employee organization and makes a request for payroll deductions, the district shall request a copy of the written authorization for an employee before making the payroll deductions for that employee. (Education Code 45060, 45168)

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Ed. Code 45104.5	Abolishment of senior classified management positions
Ed. Code 45108.5	Definition of senior classified management employees
Ed. Code 45108.7	Waiver of provisions of Education Code 45108.5
Ed. Code 45168	Deduction of fees from salary or wage payment; classified employees
Ed. Code 45220-45320	Merit system; classified employees
Gov. Code 3500-3511	Local public employee organizations
Gov. Code 3507.7	Representation of temporary employees
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3540.1	Public employment; definitions
Gov. Code 3543.4	Management and confidential positions; representation
Gov. Code 3545	Appropriateness of unit; basis
Gov. Code 3550-3552	Prohibition on public employers deterring or discouraging union membership

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Gov. Code 3555-3559	Public employee communication, information and orientation
Gov. Code 53260-53264	Employment contracts
Gov. Code 6205-6210	Confidentiality of addresses for victims of domestic violence, sexual assault, stalking, or child abduction
Gov. Code 6215-6216	Address confidentiality for individuals who face threats or violence because of work for a public entity
Gov. Code 6503.5	Joint powers agencies; agreement
Gov. Code 7928.300	Disclosure of employee contact information to employee organization
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Court Decision	Janus v. American Federation of State, County and Municipal Employees, Council 31 (2018) 138 S.Ct. 2448
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Public Employment Relations Board Ruling	East Whittier School District (2004) PERB Dec. No. 1727
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Website	CSBA District and County Office of Education Legal Services
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association
Website	Association of California School Administrators
Website	CSBA

Cross References

Code	Description
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0450	<u>Comprehensive Safety Plan</u> Comprehensive Safety Plan
0460	<u>Local Control And Accountability Plan</u> Local Control And Accountability Plan
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1340	<u>Access To District Records</u> Access To District Records
1340	<u>Access To District Records</u> Access To District Records
1431	<u>Waivers</u> Waivers
4113	<u>Assignment</u> Assignment
4113	<u>Assignment</u> Assignment
4115	<u>Evaluation/Supervision</u> Evaluation/Supervision
4115	<u>Evaluation/Supervision</u> Evaluation/Supervision
4119.1	<u>Civil And Legal Rights</u> Civil And Legal Rights
4119.25	<u>Political Activities Of Employees</u> Political Activities Of Employees
4119.25	<u>Political Activities Of Employees</u> Political Activities Of Employees
4121	<u>Temporary/Substitute Personnel</u> Temporary/Substitute Personnel
4121	<u>Temporary/Substitute Personnel</u> Temporary/Substitute Personnel
4141	<u>Collective Bargaining Agreement</u> Collective Bargaining Agreement
4143	<u>Negotiations/Consultation</u> Negotiations/Consultation
4151	<u>Employee Compensation</u> Employee Compensation
4154	<u>Health And Welfare Benefits</u> Health And Welfare Benefits
4154	<u>Health And Welfare Benefits</u> Health And Welfare Benefits
4158	<u>Employee Security</u> Employee Security
4158	<u>Employee Security</u> Employee Security

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4161.2	<u>Personal Leaves</u> Personal Leaves
4219.1	<u>Civil And Legal Rights</u> Civil And Legal Rights
4219.25	<u>Political Activities Of Employees</u> Political Activities Of Employees
4219.25	<u>Political Activities Of Employees</u> Political Activities Of Employees
4241	<u>Collective Bargaining Agreement</u> Collective Bargaining Agreement
4243	<u>Negotiations/Consultation</u> Negotiations/Consultation
4251	<u>Employee Compensation</u> Employee Compensation
4254	<u>Health And Welfare Benefits</u> Health And Welfare Benefits
4254	<u>Health And Welfare Benefits</u> Health And Welfare Benefits
4261.2	<u>Personal Leaves</u> Personal Leaves
4300	<u>Administrative And Supervisory Personnel</u> Administrative And Supervisory Personnel
4300	<u>Administrative And Supervisory Personnel</u> Administrative And Supervisory Personnel
4301	<u>Administrative Staff Organization</u> Administrative Staff Organization
4312.1	<u>Contracts</u> Contracts
4315	<u>Evaluation/Supervision</u> Evaluation/Supervision
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4351	<u>Employee Compensation</u> Employee Compensation
4354	<u>Health And Welfare Benefits</u> Health And Welfare Benefits
4354	<u>Health And Welfare Benefits</u> Health And Welfare Benefits

4361.2	<u>Personal Leaves</u> Personal Leaves
9000	<u>Role Of The Board</u> Role Of The Board
9321	<u>Closed Session</u> Closed Session
9321-E PDF(1)	<u>Closed Session</u> Closed Session
9321-E PDF(2)	<u>Closed Session</u> Closed Session

Policy 4240: Bargaining Units

Status: ADOPTED

Original Adopted Date: 06/26/2012 | **Last Revised Date:** |
Last Reviewed Date:

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative for the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with the exclusive representative and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons, insignia, or other pictorial or written messages that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of certificated or classified supervisory employees may only be recognized if the bargaining unit includes all certificated or classified supervisory employees, respectively, and is not represented by the same employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, employees who serve in a management, senior management, or confidential position may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. However, an employee organization representing management, senior management, or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Education Code 45100.5, Government Code 3543.4)

Management employee means an employee in a position having significant responsibilities for formulating district policies or administering district programs. (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

District Communications to Employees

The Superintendent or designee may communicate with district employees regarding their rights to join and/or support or to refrain from joining or supporting an officially recognized employee organization. Such communications shall be factual and accurate and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

The district may disseminate written documents, recorded messages, or other mass communications to actual or perspective employees represented by an exclusive representative concerning their rights to join and/or support, or refrain from joining and/or supporting, an employee organization only after the Superintendent or designee meets and confers with the exclusive representative concerning the content of the mass communication. If the district and exclusive representative do not come to agreement on the content of the mass communication and the district still chooses to disseminate it, the Superintendent or designee shall request that the exclusive representative provide a communication of reasonable length to the district that shall be disseminated to the employees at the same time as the district's own mass communication. (Government Code 3556)

Access to New Employee Orientations

The district shall permit each exclusive representative access to new employee orientation or onboarding process where newly hired employees represented by the exclusive representative are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide the exclusive representative at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided where there is an urgent need critical to the district's operations that was not reasonably foreseeable. (Government Code 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new

employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, the structure, time, and manner of access to the new employee orientation shall be subject to compulsory interest arbitration. The district and the exclusive representative may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The arbitrator's decision shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, unless the district and the exclusive representative have agreed otherwise, when the district has not conducted an in-person orientation within 30 days of hiring a new employee, the Superintendent or designee shall permit the exclusive representative to schedule an in-person meeting during employment hours at the new employee's worksite, during which the new employee shall have the opportunity to attend and shall be relieved of other duties for the purpose of attending the meeting. The district shall provide appropriate space at the worksite within seven calendar days of receiving a request from the exclusive representative. (Government Code 3556, 3557)

During this meeting, the exclusive representative shall be permitted to communicate directly with the new employees for up to 30 minutes of paid time. (Government Code 3556)

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), of all employees represented by the exclusive representative on file with the district. An employee's personal email address shall only be disclosed if it used by the employee to conduct district business.

Such information shall be provided within 30 days of hire or by the first pay period of the month following hire for all new employees represented by the exclusive representative, unless the exclusive representative has agreed to a different interval for the provision of the information. Additionally, the Superintendent or designee shall provide the exclusive representative with the same information for all employees represented by the exclusive representative every 120 days, unless more frequent disclosure is required by agreement with the exclusive representative. (Government Code 3558, 7928.300)

However, the Superintendent or designee shall not disclose: (Government Code 3558, 6205-6210, 6215-6216, 7928.300)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions
2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6205-6210 and 6215-16
3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to the district to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, home telephone number, and personal cell phone number from any mailing list maintained by the district unless the list is only used by the district to contact the employee.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

The Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

Communications with Employees by Employee Organizations

Subject to reasonable regulation by the district, employee organizations shall have access, at reasonable times, to the work areas of employees represented by the employee organization and to district facilities for the purpose of meeting with employees represented by the employee organization. Access may be limited in instances where it would be disruptive to district operations. (Government Code 3543.1)

Additionally, subject to reasonable regulation by the district, employee organizations shall have the ability to use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees represented by the employee organization. (Government Code 3543.1)

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount that has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

When an employee organization has certified to the district that it has and will maintain individual employee authorizations for payroll deductions, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and the employees to whom they apply and shall not handle or process employee written authorizations for the employees represented by such employee organization. The district also shall not require a copy of

the written authorization to be submitted by the employee organization, except when there is a dispute about the existence or terms of the written authorization. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization that represents the employee rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

When an employee organization has declined to certify that it will handle and process written authorizations from employee(s) represented by the employee organization and makes a request for payroll deductions, the district shall request a copy of the written authorization for an employee before making the payroll deductions for that employee. (Education Code 45060, 45168)

Policy Reference Disclaimer:

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

State	Description
8 CCR 33015-33490	Recognition of exclusive representative; proceedings
8 CCR 33700-33710	Severance of established unit
Ed. Code 45060-45061.5	<u>Deduction of fees from salary or wage payment; certificated employees</u>
Ed. Code 45100.5	<u>Senior classified management positions</u>
Ed. Code 45104.5	<u>Abolishment of senior classified management positions</u>
Ed. Code 45108.5	<u>Definition of senior classified management employees</u>
Ed. Code 45108.7	<u>Waiver of provisions of Education Code 45108.5</u>
Ed. Code 45168	<u>Deduction of fees from salary or wage payment; classified employees</u>
Ed. Code 45220-45320	<u>Merit system; classified employees</u>
Gov. Code 3500-3511	Local public employee organizations
Gov. Code 3507.7	Representation of temporary employees

Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3540.1	Public employment; definitions
Gov. Code 3543.4	Management and confidential positions; representation
Gov. Code 3545	Appropriateness of unit; basis
Gov. Code 3550-3552	Prohibition on public employers deterring or discouraging union membership
Gov. Code 3555-3559	Public employee communication, information and orientation
Gov. Code 53260-53264	Employment contracts
Gov. Code 6205-6210	Confidentiality of addresses for victims of domestic violence, sexual assault, stalking, or child abduction
Gov. Code 6215-6216	Address confidentiality for individuals who face threats or violence because of work for a public entity
Gov. Code 6503.5	Joint powers agencies; agreement
Gov. Code 7928.300	Disclosure of employee contact information to employee organization
Management Resources	Description
Court Decision	County of Los Angeles v. Los Angeles County Employee Relations Commission (2013) 56 Cal. 4th 905
Court Decision	Friedrichs v. California Teachers Association, et al. (2016) 136 S.Ct. 1083
Court Decision	Janus v. American Federation of State, County and Municipal Employees, Council 31 (2018) 138 S.Ct. 2448
Public Employment Relations Board Ruling	Regents of the University of California (2004) PERB Dec. No. 1700-H.
Public Employment Relations Board Ruling	Desert Community College District (2007) PERB Dec. No. 1921
Public Employment Relations Board Ruling	East Whittier School District (2004) PERB Dec. No. 1727

Public Employment Relations Board Ruling	City of Sacramento (2019) PERB Dec. No. 2702
Website	CSBA District and County Office of Education Legal Services
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association
Website	Association of California School Administrators
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1340	Access To District Records
1340	Access To District Records
1431	Waivers
4113	Assignment
4113	Assignment
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4119.1	Civil And Legal Rights
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel

4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4158	Employee Security
4158	Employee Security
4161.2	Personal Leaves
4219.1	Civil And Legal Rights
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.2	Personal Leaves
4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel
4301	Administrative Staff Organization
4312.1	Contracts
4315	Evaluation/Supervision
4319.1	Civil And Legal Rights
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4351	Employee Compensation
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.2	Personal Leaves
9000	Role Of The Board

9321

Closed Session

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Closed Session

9321

Closed Session

Board District Policy Manual
Alameda Unified School District
CSBA Policy Management Console

Policy 4340: Bargaining Units

Status: ADOPTED

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Original Adopted Date: ~~06/26/2012~~11/01/2011 | Last Revised Date: ~~10/24/2023~~03/01/2024 |
Last Reviewed Date: ~~10/24/2023~~03/01/2024

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative ~~to represent~~for the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with ~~recognized employee organizations~~the exclusive representative and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons, insignia, or other ~~items~~pictorial or written messages that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of certificated or classified supervisory employees may only be recognized if the bargaining unit includes all certificated or classified supervisory employees, respectively, and is not represented by ~~an~~the same employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, ~~such employees~~employees who serve in a management, senior management, or confidential position may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. ~~An~~However, an employee organization representing management, senior management, or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. ~~(Education Code 45100.5)~~ Government Code 3543.4)

Management employee means an employee in a position having significant responsibilities for formulating district policies or administering district programs. ~~Management positions shall be designated by the Board which may be subject to review by the Public Employment Relations Board.~~ (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

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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 ~~non-membership~~nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

District Communications to Employees

The Superintendent or designee may communicate with district employees regarding their rights to join and/or support ~~an officially recognized employee organization~~ or to refrain from joining or supporting an officially recognized employee organization. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

~~However, before disseminating~~The district may disseminate written documents, recorded messages, or other mass communications to multiple~~actual or perspective~~ employees ~~any mass communication represented by an exclusive representative~~ concerning employees' rights under the law, such as a written document or script for oral or recorded presentation to join and/or message, support, or refrain from joining and/or supporting, an employee organization only after the Superintendent or designee ~~shall meet~~meets and ~~confer~~confers with the employees' exclusive representative ~~regarding~~concerning the content of the mass communication. If the district and exclusive representative do not come to agreement on the content of the mass communication and the district still chooses to disseminate it, the Superintendent or designee ~~may disseminate the district's mass communication, provided~~shall request that ~~at the same time, copies of~~ the exclusive representative's ~~representative provide a~~ communication, ~~which shall be~~ of reasonable length, ~~are also distributed to the district that shall be disseminated to the employees at the same time as the district's own mass communication.~~ (Government Code ~~3553~~3556)

Access to New Employee Orientations

The district shall permit ~~employee organization~~each exclusive representative access to new employee orientation or onboarding process where newly hired employees represented by the exclusive representative are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide ~~employee organizations~~the exclusive representative at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided ~~if where there is an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice.~~operations that was not reasonably foreseeable. (Government Code ~~3555.5~~, 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, ~~matters related to the structure, time, and manner of~~ access to the new employee orientation shall be subject to compulsory interest arbitration. The district and ~~employee organization~~ the exclusive representative may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. ~~The arbitrator selection process shall commence within 14 days of a party's demand for compulsory interest arbitration.~~ When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The ~~arbitrator's decision of the arbitrator~~ shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, ~~in addition to above provisions regarding new employee orientations, unless the district shall ensure and the following: (Government Code 3556)~~

~~1.—When exclusive representative have agreed otherwise, when the district has not conducted an in-person new employee orientation has not been conducted within 30 days of hiring any a new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an in-person meeting which newly hired employees during employment hours at the new employee's worksite, during which the new employee shall have an the opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend relieved of other duties for the purpose of attending the meeting, during which the . The district shall provide appropriate space at the worksite within seven calendar days of receiving a request from the exclusive representative. (Government Code 3556, 3557)~~

~~During this meeting, the exclusive representative shall be permitted to communicate directly with the newly hired employees.~~

~~Within seven days of an exclusive representative's request to schedule such an in-person meeting, the Superintendent or designee shall provide an appropriate on-site meeting space.~~

~~2.—When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people. If such an order prohibits all gatherings, the exclusive representative may schedule a meeting(s) once the order is lifted or modified to permit gatherings.~~

~~Alternative access to these meetings shall be determined through mutual agreement between the district and the exclusive representative.~~

~~new employees for up to 30 minutes of paid time. (Government Code 3556)~~

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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) of all employees represented by the exclusive representative~~ on file with the district, ~~and home address of any newly hired.~~ ~~An employee's personal email address shall only be disclosed if it used by the employee to conduct district business.~~

~~Such information shall be provided~~ within 30 days of hire or by the first pay period of the month following hire ~~for all new employees represented by the exclusive representative~~, unless the exclusive representative has agreed to a different interval for the provision of the information. ~~In addition~~ ~~Additionally~~, the Superintendent or designee shall provide the exclusive representative ~~with~~ the same information ~~in regard to~~ ~~for~~ all employees ~~in the bargaining unit at least~~ ~~represented by the exclusive representative~~ every 120 days, unless more frequent ~~or detailed lists are~~ ~~disclosure is~~ required by agreement with the exclusive representative. (Government Code 3558, 7928.300)

However, the Superintendent or designee shall not disclose: (Government Code 3558, ~~62076205-6210, 6215, 6215.2-6216, 7928.300~~)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions
-
2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code ~~62076205-6210 and 6215-16~~
3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to ~~the district to~~ keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, ~~and~~ home telephone ~~number~~, and personal cell phone ~~numbers~~ ~~number~~ from any mailing list maintained by the district unless the list is only used by the district to contact the employee.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

~~To provide accurate information, the~~ ~~The~~ Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

Communications with Employees

~~by~~ **Employee Organizations**

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~~Subject to reasonable regulation by the district, employee organizations may shall have access, at reasonable times, to the work areas in which of employees work-represented by the employee organization and may use to district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation meeting with employees represented by the employee organization. Access may be limited in instances where it would be disruptive to district operations. (Government Code 3543.1)~~

~~Additionally, subject to reasonable regulation by the district, employee organizations may also shall have the ability to use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees represented by the employee organization. (Government Code 3543.1)~~

~~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 that~~ has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

~~When an employee organization that certifies has certified to the district 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 the employees. The to whom they apply and shall not handle or process employee written authorizations for the employees represented by such employee organization shall not be required to submit to the. The district also shall not require a copy of the written authorization in order for the payroll deductions to be effective. However, to be submitted by the employee organization, except 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)~~

~~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)~~

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization that represents the employee rather than the district. The employee organization shall

be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. ~~(Education Code 45060, 45168)~~[\(Education Code 45060, 45168\)](#)

[When an employee organization has declined to certify that it will handle and process written authorizations from employee\(s\) represented by the employee organization and makes a request for payroll deductions, the district shall request a copy of the written authorization for an employee before making the payroll deductions for that employee. \(Education Code 45060, 45168\)](#)

Policy Reference Disclaimer:

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

State	Description
8 CCR 33015-33490	Recognition of exclusive representative; proceedings
8 CCR 33700-33710	Severance of established unit
Ed. Code 45060-45061.5	Deduction of fees from salary or wage payment; certificated employees
Ed. Code 45100.5	Senior classified management positions
Ed. Code 45104.5	Abolishment of senior classified management positions
Ed. Code 45108.5	Definition of senior classified management employees
Ed. Code 45108.7	Waiver of provisions of Education Code 45108.5
Ed. Code 45168	Deduction of fees from salary or wage payment; classified employees
Ed. Code 45220-45320	Merit system; classified employees
Gov. Code 3500-3511	Local public employee organizations
Gov. Code 3507.7	Representation of temporary employees
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3540.1	Public employment; definitions
Gov. Code 3543.4	Management and confidential positions; representation
Gov. Code 3545	Appropriateness of unit; basis
Gov. Code 3550-3552	Prohibition on public employers deterring or discouraging union membership

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Gov. Code 3555-3559	Public employee communication, information and orientation
Gov. Code 53260-53264	Employment contracts
Gov. Code 6205-6210	Confidentiality of addresses for victims of domestic violence, sexual assault, stalking, or child abduction
Gov. Code 6215-6216	Address confidentiality for individuals who face threats or violence because of work for a public entity
Gov. Code 6503.5	Joint powers agencies; agreement
Gov. Code 7928.300	Disclosure of employee contact information to employee organization
Management Resources	Description
Court Decision	County of Los Angeles v. Los Angeles County Employee Relations Commission (2013) 56 Cal. 4th 905
Court Decision	Friedrichs v. California Teachers Association, et al. (2016) 136 S.Ct. 1083
Court Decision	Janus v. American Federation of State, County and Municipal Employees, Council 31 (2018) 138 S.Ct. 2448
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Public Employment Relations Board Ruling	City of Sacramento (2019) PERB Dec. No. 2702
Website	CSBA District and County Office of Education Legal Services
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association
Website	Association of California School Administrators
Website	CSBA

Cross References

Code	Description
0450	<u>Comprehensive Safety Plan</u> Comprehensive Safety Plan
0450	<u>Comprehensive Safety Plan</u> Comprehensive Safety Plan
0460	<u>Local Control And Accountability Plan</u> Local Control And Accountability Plan
0460	<u>Local Control And Accountability Plan</u> Local Control And Accountability Plan
1340	<u>Access To District Records</u> Access To District Records
1340	<u>Access To District Records</u> Access To District Records
1431	<u>Waivers</u> Waivers
4113	<u>Assignment</u> Assignment
4113	<u>Assignment</u> Assignment
4115	<u>Evaluation/Supervision</u> Evaluation/Supervision
4115	<u>Evaluation/Supervision</u> Evaluation/Supervision
4119.1	<u>Civil And Legal Rights</u> Civil And Legal Rights
4119.25	<u>Political Activities Of Employees</u> Political Activities Of Employees
4119.25	<u>Political Activities Of Employees</u> Political Activities Of Employees
4121	<u>Temporary/Substitute Personnel</u> Temporary/Substitute Personnel
4121	<u>Temporary/Substitute Personnel</u> Temporary/Substitute Personnel
4141	<u>Collective Bargaining Agreement</u> Collective Bargaining Agreement
4143	<u>Negotiations/Consultation</u> Negotiations/Consultation
4151	<u>Employee Compensation</u> Employee Compensation
4154	<u>Health And Welfare Benefits</u> Health And Welfare Benefits
4154	<u>Health And Welfare Benefits</u> Health And Welfare Benefits
4158	<u>Employee Security</u> Employee Security
4158	<u>Employee Security</u> Employee Security

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4161.2	<u>Personal Leaves</u> Personal Leaves
4219.1	<u>Civil And Legal Rights</u> Civil And Legal Rights
4219.25	<u>Political Activities Of Employees</u> Political Activities Of Employees
4219.25	<u>Political Activities Of Employees</u> Political Activities Of Employees
4241	<u>Collective Bargaining Agreement</u> Collective Bargaining Agreement
4243	<u>Negotiations/Consultation</u> Negotiations/Consultation
4251	<u>Employee Compensation</u> Employee Compensation
4254	<u>Health And Welfare Benefits</u> Health And Welfare Benefits
4254	<u>Health And Welfare Benefits</u> Health And Welfare Benefits
4261.2	<u>Personal Leaves</u> Personal Leaves
4300	<u>Administrative And Supervisory Personnel</u> Administrative And Supervisory Personnel
4300	<u>Administrative And Supervisory Personnel</u> Administrative And Supervisory Personnel
4301	<u>Administrative Staff Organization</u> Administrative Staff Organization
4312.1	<u>Contracts</u> Contracts
4315	<u>Evaluation/Supervision</u> Evaluation/Supervision
4319.1	<u>Civil And Legal Rights</u> Civil And Legal Rights
4319.25	<u>Political Activities Of Employees</u> Political Activities Of Employees
4319.25	<u>Political Activities Of Employees</u> Political Activities Of Employees
4351	<u>Employee Compensation</u> Employee Compensation
4354	<u>Health And Welfare Benefits</u> Health And Welfare Benefits
4354	<u>Health And Welfare Benefits</u> Health And Welfare Benefits

4361.2	<u>Personal Leaves</u> Personal Leaves
9000	<u>Role Of The Board</u> Role Of The Board
9321	<u>Closed Session</u> Closed Session
9321-E PDF(1)	<u>Closed Session</u> Closed Session
9321-E PDF(2)	<u>Closed Session</u> Closed Session

Policy 4340: Bargaining Units

Status: ADOPTED

Original Adopted Date: 06/26/2012 | **Last Revised Date:** |
Last Reviewed Date:

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative for the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with the exclusive representative and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons, insignia, or other pictorial or written messages that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of certificated or classified supervisory employees may only be recognized if the bargaining unit includes all certificated or classified supervisory employees, respectively, and is not represented by the same employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, employees who serve in a management, senior management, or confidential position may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. However, an employee organization representing management, senior management, or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Education Code 45100.5, Government Code 3543.4)

Management employee means an employee in a position having significant responsibilities for formulating district policies or administering district programs. (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

District Communications to Employees

The Superintendent or designee may communicate with district employees regarding their rights to join and/or support or to refrain from joining or supporting an officially recognized employee organization. Such communications shall be factual and accurate and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

The district may disseminate written documents, recorded messages, or other mass communications to actual or perspective employees represented by an exclusive representative concerning their rights to join and/or support, or refrain from joining and/or supporting, an employee organization only after the Superintendent or designee meets and confers with the exclusive representative concerning the content of the mass communication. If the district and exclusive representative do not come to agreement on the content of the mass communication and the district still chooses to disseminate it, the Superintendent or designee shall request that the exclusive representative provide a communication of reasonable length to the district that shall be disseminated to the employees at the same time as the district's own mass communication. (Government Code 3556)

Access to New Employee Orientations

The district shall permit each exclusive representative access to new employee orientation or onboarding process where newly hired employees represented by the exclusive representative are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide the exclusive representative at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided where there is an urgent need critical to the district's operations that was not reasonably foreseeable. (Government Code 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new

employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, the structure, time, and manner of access to the new employee orientation shall be subject to compulsory interest arbitration. The district and the exclusive representative may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The arbitrator's decision shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, unless the district and the exclusive representative have agreed otherwise, when the district has not conducted an in-person orientation within 30 days of hiring a new employee, the Superintendent or designee shall permit the exclusive representative to schedule an in-person meeting during employment hours at the new employee's worksite, during which the new employee shall have the opportunity to attend and shall be relieved of other duties for the purpose of attending the meeting. The district shall provide appropriate space at the worksite within seven calendar days of receiving a request from the exclusive representative. (Government Code 3556, 3557)

During this meeting, the exclusive representative shall be permitted to communicate directly with the new employees for up to 30 minutes of paid time. (Government Code 3556)

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), of all employees represented by the exclusive representative on file with the district. An employee's personal email address shall only be disclosed if it used by the employee to conduct district business.

Such information shall be provided within 30 days of hire or by the first pay period of the month following hire for all new employees represented by the exclusive representative, unless the exclusive representative has agreed to a different interval for the provision of the information. Additionally, the Superintendent or designee shall provide the exclusive representative with the same information for all employees represented by the exclusive representative every 120 days, unless more frequent disclosure is required by agreement with the exclusive representative. (Government Code 3558, 7928.300)

However, the Superintendent or designee shall not disclose: (Government Code 3558, 6205-6210, 6215-6216, 7928.300)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions
2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6205-6210 and 6215-16
3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to the district to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, home telephone number, and personal cell phone number from any mailing list maintained by the district unless the list is only used by the district to contact the employee.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

The Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

Communications with Employees by Employee Organizations

Subject to reasonable regulation by the district, employee organizations shall have access, at reasonable times, to the work areas of employees represented by the employee organization and to district facilities for the purpose of meeting with employees represented by the employee organization. Access may be limited in instances where it would be disruptive to district operations. (Government Code 3543.1)

Additionally, subject to reasonable regulation by the district, employee organizations shall have the ability to use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees represented by the employee organization. (Government Code 3543.1)

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount that has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

When an employee organization has certified to the district that it has and will maintain individual employee authorizations for payroll deductions, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and the employees to whom they apply and shall not handle or process employee written authorizations for the employees represented by such employee organization. The district also shall not require a copy of the written authorization to be submitted by the employee organization, except when there is a

dispute about the existence or terms of the written authorization. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization that represents the employee rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

When an employee organization has declined to certify that it will handle and process written authorizations from employee(s) represented by the employee organization and makes a request for payroll deductions, the district shall request a copy of the written authorization for an employee before making the payroll deductions for that employee. (Education Code 45060, 45168)

Policy Reference Disclaimer:

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

State	Description
8 CCR 33015-33490	Recognition of exclusive representative; proceedings
8 CCR 33700-33710	Severance of established unit
Ed. Code 45060-45061.5	<u>Deduction of fees from salary or wage payment; certificated employees</u>
Ed. Code 45100.5	<u>Senior classified management positions</u>
Ed. Code 45104.5	<u>Abolishment of senior classified management positions</u>
Ed. Code 45108.5	<u>Definition of senior classified management employees</u>
Ed. Code 45108.7	<u>Waiver of provisions of Education Code 45108.5</u>
Ed. Code 45168	<u>Deduction of fees from salary or wage payment; classified employees</u>
Ed. Code 45220-45320	<u>Merit system; classified employees</u>
Gov. Code 3500-3511	Local public employee organizations
Gov. Code 3507.7	Representation of temporary employees

Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3540.1	Public employment; definitions
Gov. Code 3543.4	Management and confidential positions; representation
Gov. Code 3545	Appropriateness of unit; basis
Gov. Code 3550-3552	Prohibition on public employers deterring or discouraging union membership
Gov. Code 3555-3559	Public employee communication, information and orientation
Gov. Code 53260-53264	Employment contracts
Gov. Code 6205-6210	Confidentiality of addresses for victims of domestic violence, sexual assault, stalking, or child abduction
Gov. Code 6215-6216	Address confidentiality for individuals who face threats or violence because of work for a public entity
Gov. Code 6503.5	Joint powers agencies; agreement
Gov. Code 7928.300	Disclosure of employee contact information to employee organization
Management Resources	Description
Court Decision	County of Los Angeles v. Los Angeles County Employee Relations Commission (2013) 56 Cal. 4th 905
Court Decision	Friedrichs v. California Teachers Association, et al. (2016) 136 S.Ct. 1083
Court Decision	Janus v. American Federation of State, County and Municipal Employees, Council 31 (2018) 138 S.Ct. 2448
Public Employment Relations Board Ruling	Regents of the University of California (2004) PERB Dec. No. 1700-H.
Public Employment Relations Board Ruling	Desert Community College District (2007) PERB Dec. No. 1921
Public Employment Relations Board Ruling	East Whittier School District (2004) PERB Dec. No. 1727

Public Employment Relations Board Ruling	City of Sacramento (2019) PERB Dec. No. 2702
Website	CSBA District and County Office of Education Legal Services
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association
Website	Association of California School Administrators
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1340	Access To District Records
1340	Access To District Records
1431	Waivers
4113	Assignment
4113	Assignment
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4119.1	Civil And Legal Rights
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel

4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4158	Employee Security
4158	Employee Security
4161.2	Personal Leaves
4219.1	Civil And Legal Rights
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.2	Personal Leaves
4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel
4301	Administrative Staff Organization
4312.1	Contracts
4315	Evaluation/Supervision
4319.1	Civil And Legal Rights
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4351	Employee Compensation
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.2	Personal Leaves
9000	Role Of The Board

9321

Closed Session

9321

Closed Session

9321

Closed Session

Policy 4151: Employee Compensation

Status: ADOPTED

Original Adopted Date: ~~08/25/2009~~02/01/1997 | **Last Revised Date:** 10/27/202009/01/2023 |
Last Reviewed Date: 10/27/202009/01/2023

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board of Education recognizes the importance of offering a competitive compensation package which includes salaries and health and welfare benefits.

~~This policy shall only apply to Administrative and Supervisory Employees, Confidential Employees and Licensed Personnel.~~

~~For purposes of this Employee Compensation policy, the following definitions shall apply:~~

- ~~1. Administrative and Supervisory Employee shall mean the following:
 -
 - a. A certificated or classified employee in a position with responsibilities as defined in Government Code 3540.1(m) and who is not subject to the district's collective bargaining agreements
 -
 - b. A certificated or classified employee in a management position with responsibilities pursuant to Government Code 3540.1(g)
 -~~
- ~~2. Confidential Employee shall mean an employee in a position with responsibilities as defined in Section 3540.1(c) of the California Government Code.~~
- ~~3. Licensed Personnel shall mean an employee in the positions of psychologist, behavioral therapist or occupational therapist and who is not subject to the district's collective bargaining agreements.~~
- ~~4. Full Time Employee shall mean an employee who is regularly assigned to work five (5) days per week, seven (7) to eight (8) hours a day, 35 (thirty-five) to 40 (forty) hours per week, and who is employed for either the fiscal or academic year.~~

~~The Board shall adopt separate salary schedules for Administrative and Supervisory Employees, Confidential and Licensed Personnel. These schedules shall comply with law and be determined by the Board at the recommendation of the Superintendent or designee. (Education Code 45022, 45023, 45160, 45162, 45268)~~

~~Employees shall be placed on the appropriate salary schedule in accordance with the following: the number of verified years of management experience.~~

~~If any bargaining unit in the district receives a compensation increase, the salary schedules of Administrative and Supervisory Employees, Confidential and Licensed Personnel shall receive the same increase.~~

~~The Superintendent or designee shall ensure that the district's payroll system complies with all~~

~~applicable laws including, but not limited to, timelines regarding payment of compensation.~~

~~The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative personnel. These schedules shall comply with law and collective bargaining agreements and shall be printed and made available for review at the district office. (Education Code 45022, 45023, 45160, 45162, 45268)~~

~~Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for education level and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)~~

~~Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.~~

~~The Board shall determine the frequency and schedule of salary payments, including whether payments for employees who work less than 12 months per year will be made over the course of the school year or in equal installments over the calendar year. However, if the district participates in the Classified School Employee Summer Assistance Program, eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and paid out during the summer recess in either one or two payments. (Education Code 45038, 45039, 45048, 45165, 45500)~~

In extraordinary circumstances or emergency situations, the Board may determine to continue to compensate employees during periods of extended closure or disruption of normal district operations when permitted by law and consistent with collective bargaining agreements and memoranda of understanding.

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. ~~(29 CFR 516.4)~~

~~Work Year~~

~~The length of the work year and the required number of workdays for each position is identified on the applicable salary schedule.~~

~~Administrative and Supervisory, Confidential and Licensed Personnel shall submit their annual work calendar for the following school year to their immediate supervisor no later than June 15 or within 10 days of the date of hire.~~

~~Requests to modify the work calendar shall be submitted in writing to the employee's immediate supervisor as soon as the employee has reason to know that a modification is necessary.~~

~~On Duty Schedule~~

~~Site administrators shall be on duty when school is in session, at least one week prior to the commencement of school, and one week after the end of the school year. Work days shall be~~

~~Monday through Friday.~~

~~Subject to approval by the Superintendent, site administrators may designate as work days up to 5 weekend days where a site administrator is required to be present for an official school function. Other exceptions to the on-duty schedule may be approved by the Superintendent in extraordinary circumstances.~~

~~Certificated Administrative and Supervisory Employees and certificated Licensed Personnel are expected to designate district holidays as non-work days in accordance with Board Policy 4361- Leaves. In the event a certificated employee believes it is necessary to schedule a district holiday as a workday, the employee shall obtain approval from his/her immediate supervisor in advance.~~

~~Employees are entitled to personal holidays each fiscal year in accordance with Board Policy 4361. Personal holidays may only be observed during the Thanksgiving, winter, spring, and/or Presidents week school recesses and shall be designated by the employee on their annual work calendar.~~

Additional Work Days

~~The Superintendent may approve additional work days where an employee is expected to perform work beyond the agreed-upon work year.~~

Overtime Compensation (29 CFR 516.4)

Overtime Compensation

District employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day and/or 40 hours in one work week, or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work.

However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules.—(Education Code 45128, 45130; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may ~~be offered~~take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within ~~a reasonable period~~12 calendar months after making the request if the use of the compensatory time does not unduly disrupt district operations.~~— (Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)~~

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

If the district determines an employee has been overpaid, the district shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing

any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the district through one of the methods described in Education Code 44042.5 as mutually agreed upon by the employee and the district. (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the district shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5.

If the employee does not respond or disputes the existence or amount of the district's claimed overpayment, the district shall, with board approval, initiate a legal action to recover the overpayment. (Education Code 44042.5)

If the employee separates from the district before the overpayment is fully repaid, the district shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the district shall, with Board approval, exercise any legal means to recover the remaining amount owed by the employee. (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee. (Education Code 44042.5)

Policy Reference Disclaimer:

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

State	Description
8 CCR 11040	Wages and hours; definitions of administrative, executive, and professional employees
Ed. Code 44042.5	Wage overpayment
Ed. Code 45022-45061.5	Salaries
Ed. Code 45023	Availability of salary schedule
Ed. Code 45028	Salary schedule and exceptions
Ed. Code 45127-45133.5	Classified employees; work week; overtime provisions
Ed. Code 45160-45169	Salaries for classified employees
Ed. Code 45268	Salary schedule for classified service in merit system districts
Ed. Code 45500	Classified School Employee Summer Assistance Program
Gov. Code 3540-3549	Meeting and negotiating

Gov. Code 3543.2	Scope of representation
Gov. Code 3543.7	Duty to meet and negotiate in good faith
Lab. Code 226	Employee access to payroll records
Lab. Code 232	Disclosure of wages
Federal	Description
26 CFR 1.409A-1	Definitions and covered plans
26 USC 409A	Deferred compensation plans
29 CFR 516.4	Notice of minimum wage and overtime provisions
29 CFR 516.5-516.6	Records
29 CFR 541.0-541.710	Exemptions for executive, administrative, and professional employees
29 CFR 553.1-553.51	Fair Labor Standards Act; applicability to public agencies
29 USC 201-219	Fair Labor Standards Act
29 USC 203	Definitions
29 USC 207	Fair Labor Standards Act
29 USC 213	Exemptions from minimum wage and overtime requirements
Management Resources	Description
Court Decision	Flores v. City of San Gabriel (9th Cir., 2016) 824 F.3d 890
Office of Management and Budget Publication	Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by COVID-19 due to Loss of Operations, Memo M-20-17, March 19, 2020
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Labor, Wage and Hour Division
Website	Internal Revenue Service
Website	School Services of California, Inc.
Website	CSBA

Cross References

Code	Description
0470	COVID-19 Mitigation Plan
3100	BudgetBudget
3100	BudgetBudget
3400	Management Of District Assets/AccountsManagement Of District Assets/Accounts
3400	Management Of District Assets/AccountsManagement Of District Assets/Accounts

3580	<u>District Records</u> District Records
3580	<u>District Records</u> District Records
4000	<u>Concepts And Roles</u> Concepts And Roles
4030	<u>Nondiscrimination In Employment</u> Nondiscrimination In Employment
4030	<u>Nondiscrimination In Employment</u> Nondiscrimination In Employment
4112.6	<u>Personnel Files</u> Personnel Files
<u>4113.5</u>	<u>Working Remotely</u>
4121	<u>Temporary/Substitute Personnel</u> Temporary/Substitute Personnel
4121	<u>Temporary/Substitute Personnel</u> Temporary/Substitute Personnel
4140	<u>Bargaining Units</u> Bargaining Units
4141	<u>Collective Bargaining Agreement</u> Collective Bargaining Agreement
4143	<u>Negotiations/Consultation</u> Negotiations/Consultation
4154	<u>Health And Welfare Benefits</u> Health And Welfare Benefits
4154	<u>Health And Welfare Benefits</u> Health And Welfare Benefits
4212	<u>Appointment And Conditions Of Employment</u> Appointment And Conditions Of Employment
4212.6	<u>Personnel Files</u> Personnel Files
<u>4213.5</u>	<u>Working Remotely</u>
4240	<u>Bargaining Units</u> Bargaining Units
4241	<u>Collective Bargaining Agreement</u> Collective Bargaining Agreement
4243	<u>Negotiations/Consultation</u> Negotiations/Consultation
4254	<u>Health And Welfare Benefits</u> Health And Welfare Benefits
4254	<u>Health And Welfare Benefits</u> Health And Welfare Benefits
4312.1	<u>Contracts</u> Contracts
4312.6	<u>Personnel Files</u> Personnel Files
<u>4313.5</u>	<u>Working Remotely</u>
4340	<u>Bargaining Units</u> Bargaining Units
4354	<u>Health And Welfare Benefits</u> Health And Welfare Benefits
4354	<u>Health And Welfare Benefits</u> Health And Welfare Benefits

Policy 4151: Employee Compensation

Status: ADOPTED

Original Adopted Date: 08/25/3009 | **Last Revised Date:** | **Last Reviewed Date:**

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package which includes salaries and health and welfare benefits.

This policy shall only apply to Administrative and Supervisory Employees, Confidential Employees and Licensed Personnel.

For purposes of this Employee Compensation policy, the following definitions shall apply:

1. Administrative and Supervisory Employee shall mean the following:
 - a. A certificated or classified employee in a position with responsibilities as defined in Government Code 3540.1(m) and who is not subject to the district's collective bargaining agreements
 - b. A certificated or classified employee in a management position with responsibilities pursuant to Government Code 3540.1(g)
2. Confidential Employee shall mean an employee in a position with responsibilities as defined in Section 3540.1(c) of the California Government Code.
3. Licensed Personnel shall mean an employee in the positions of psychologist, behavioral therapist or occupational therapist and who is not subject to the district's collective bargaining agreements.
4. Full Time Employee shall mean an employee who is regularly assigned to work five (5) days per week, seven (7) to eight (8) hours a day, 35 (thirty-five) to 40 (forty) hours per week, and who is employed for either the fiscal or academic year.

The Board shall adopt separate salary schedules for Administrative and Supervisory Employees, Confidential and Licensed Personnel. These schedules shall comply with law and be determined by the Board at the recommendation of the Superintendent or designee. (Education Code 45022, 45023, 45160, 45162, 45268)

Employees shall be placed on the appropriate salary schedule in accordance with the following: the number of verified years of management experience.

If any bargaining unit in the district receives a compensation increase, the salary schedules of Administrative and Supervisory Employees, Confidential and Licensed Personnel shall receive the same increase.

The Superintendent or designee shall ensure that the district's payroll system complies with all applicable laws including, but not limited to, timelines regarding payment of compensation.

In extraordinary circumstances or emergency situations, the Board may determine to continue to compensate employees during periods of extended closure or disruption of normal district operations when permitted by law and consistent with collective bargaining agreements and memoranda of understanding.

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Work Year

The length of the work year and the required number of workdays for each position is identified on the applicable salary schedule.

Administrative and Supervisory, Confidential and Licensed Personnel shall submit their annual work calendar for the following school year to their immediate supervisor no later than June 15 or within 10 days of the date of hire.

Requests to modify the work calendar shall be submitted in writing to the employee's immediate supervisor as soon as the employee has reason to know that a modification is necessary.

On Duty Schedule

Site administrators shall be on duty when school is in session, at least one week prior to the commencement of school, and one week after the end of the school year. Work days shall be Monday through Friday.

Subject to approval by the Superintendent, site administrators may designate as work days up to 5 weekend days where a site administrator is required to be present for an official school function. Other exceptions to the on-duty schedule may be approved by the Superintendent in extraordinary circumstances.

Certificated Administrative and Supervisory Employees and certificated Licensed Personnel are expected to designate district holidays as non-work days in accordance with Board Policy 4361 - Leaves. In the event a certificated employee believes it is necessary to schedule a district holiday as a workday, the employee shall obtain approval from his/her immediate supervisor in advance.

Employees are entitled to personal holidays each fiscal year in accordance with Board Policy 4361. Personal holidays may only be observed during the Thanksgiving, winter, spring, and/or Presidents week school recesses and shall be designated by the employee on their annual work calendar.

Additional Work Days

The Superintendent may approve additional work days where an employee is expected to perform work beyond the agreed-upon work year.

Overtime Compensation

District employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day and/or 40 hours in one work week, or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work. However, teachers, school administrators,¹³⁹

and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules. (Education Code 45128, 45130; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within 12 calendar months after making the request if the use of the compensatory time does not unduly disrupt district operations. (Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

If the district determines an employee has been overpaid, the district shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the district through one of the methods described in Education Code 44042.5 as mutually agreed upon by the employee and the district. (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the district shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5.

If the employee disputes the existence or amount of the district's claimed overpayment, the district shall, with board approval, initiate a legal action to recover the overpayment. (Education Code 44042.5)

If the employee separates from the district before the overpayment is fully repaid, the district shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the district shall, with Board approval, exercise any legal means to recover the remaining amount owed by the employee. (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee. (Education Code 44042.5)

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3100	Budget
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3580	District Records
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4030	Nondiscrimination In Employment
4112.6	Personnel Files
4113.5	Working Remotely
4121	Temporary/Substitute Personnel
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4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4212	Appointment And Conditions Of Employment
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4240	Bargaining Units
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4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4312.1	Contracts
4312.6	Personnel Files
4313.5	Working Remotely
4340	Bargaining Units
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits

Policy 4251: Employee Compensation

Status: ADOPTED

Original Adopted Date: ~~08/25/3009~~02/01/1997 | **Last Revised Date:** ~~10/27/2020~~09/01/2023 |
Last Reviewed Date: ~~10/27/2020~~09/01/2023

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board of Education recognizes the importance of offering a competitive compensation package which includes salaries and health and welfare benefits.

~~This policy shall only apply to Administrative and Supervisory Employees, Confidential Employees and Licensed Personnel.~~

~~For purposes of this Employee Compensation policy, the following definitions shall apply:~~

~~1. Administrative and Supervisory Employee shall mean the following:~~

~~-~~

~~a. A certificated or classified employee in a position with responsibilities as defined in Government Code 3540.1(m) and who is not subject to the district's collective bargaining agreements~~

~~-~~

~~b. A certificated or classified employee in a management position with responsibilities pursuant to Government Code 3540.1(g)~~

~~-~~

~~2. Confidential Employee shall mean an employee in a position with responsibilities as defined in Section 3540.1(c) of the California Government Code.~~

~~-~~

~~3. Licensed Personnel shall mean an employee in the positions of psychologist, behavioral therapist or occupational therapist and who is not subject to the district's collective bargaining agreements.~~

~~-~~

~~4. Full Time Employee shall mean an employee who is regularly assigned to work five (5) days per week, seven (7) to eight (8) hours a day, 35 (thirty-five) to 40 (forty) hours per week, and who is employed for either the fiscal or academic year.~~

~~The Board shall adopt separate salary schedules for Administrative and Supervisory Employees, Confidential and Licensed Personnel. These schedules shall comply with law and be determined by the Board at the recommendation of the Superintendent or designee. (Education Code 45022, 45023, 45160, 45162, 45268)~~

~~Employees shall be placed on the appropriate salary schedule in accordance with the following: the number of verified years of management experience.~~

~~If any bargaining unit in the district receives a compensation increase, the salary schedules of Administrative and Supervisory Employees, Confidential and Licensed Personnel shall receive the same increase.~~

~~The Superintendent or designee shall ensure that the district's payroll system complies with all applicable laws including, but not limited to, timelines regarding payment of compensation.~~

~~The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative personnel. These schedules shall comply with law and collective bargaining agreements and shall be printed and made available for review at the district office. (Education Code 45022, 45023, 45160, 45162, 45268)~~

~~Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for education level and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)~~

~~Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.~~

~~The Board shall determine the frequency and schedule of salary payments, including whether payments for employees who work less than 12 months per year will be made over the course of the school year or in equal installments over the calendar year. However, if the district participates in the Classified School Employee Summer Assistance Program, eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and paid out during the summer recess in either one or two payments. (Education Code 45038, 45039, 45048, 45165, 45500)~~

In extraordinary circumstances or emergency situations, the Board may determine to continue to compensate employees during periods of extended closure or disruption of normal district operations when permitted by law and consistent with collective bargaining agreements and memoranda of understanding.

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. ~~(29 CFR 516.4)~~

~~Work Year~~

~~The length of the work year and the required number of workdays for each position is identified on the applicable salary schedule.~~

~~Administrative and Supervisory, Confidential and Licensed Personnel shall submit their annual work calendar for the following school year to their immediate supervisor no later than June 15 or within 10 days of the date of hire.~~

~~Requests to modify the work calendar shall be submitted in writing to the employee's immediate supervisor as soon as the employee has reason to know that a modification is necessary.~~

~~On Duty Schedule~~

~~Site administrators shall be on duty when school is in session, at least one week prior to the~~

commencement of school, and one week after the end of the school year. Work days shall be Monday through Friday.

~~Subject to approval by the Superintendent, site administrators may designate as work days up to 5 weekend days where a site administrator is required to be present for an official school function. Other exceptions to the on-duty schedule may be approved by the Superintendent in extraordinary circumstances.~~

~~Certificated Administrative and Supervisory Employees and certificated Licensed Personnel are expected to designate district holidays as non-work days in accordance with Board Policy 4361—Leaves. In the event a certificated employee believes it is necessary to schedule a district holiday as a workday, the employee shall obtain approval from his/her immediate supervisor in advance.~~

~~Employees are entitled to personal holidays each fiscal year in accordance with Board Policy 4361. Personal holidays may only be observed during the Thanksgiving, winter, spring, and/or Presidents week school recesses and shall be designated by the employee on their annual work calendar.~~

Additional Work Days

~~The Superintendent may approve additional work days where an employee is expected to perform work beyond the agreed-upon work year.~~

Overtime Compensation (29 CFR 516.4)

Overtime Compensation

District employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day and/or 40 hours in one work week, or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work.

However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules.—(Education Code 45128, 45130; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may ~~be offered~~take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within ~~a reasonable period~~12 calendar months after making the request if the use of the compensatory time does not unduly disrupt district operations.—(Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

If the district determines an employee has been overpaid, the district shall notify the employee in

writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the district through one of the methods described in Education Code 44042.5 as mutually agreed upon by the employee and the district. (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the district shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5.

If the employee does not respond or disputes the existence or amount of the district's claimed overpayment, the district shall, with board approval, initiate a legal action to recover the overpayment. (Education Code 44042.5)

If the employee separates from the district before the overpayment is fully repaid, the district shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

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3100	BudgetBudget
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3580	<u>District Records</u> <u>District Records</u>
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4112.6	<u>Personnel Files</u> <u>Personnel Files</u>
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4143	<u>Negotiations/Consultation</u> <u>Negotiations/Consultation</u>
4154	<u>Health And Welfare Benefits</u> <u>Health And Welfare Benefits</u>
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4340	<u>Bargaining Units</u> <u>Bargaining Units</u>
4354	<u>Health And Welfare Benefits</u> <u>Health And Welfare Benefits</u>

Policy 4251: Employee Compensation

Status: ADOPTED

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

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package which includes salaries and health and welfare benefits.

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3100	Budget
3100	Budget
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3580	District Records
3580	District Records
4000	Concepts And Roles
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4112.6	Personnel Files
4113.5	Working Remotely
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4140	Bargaining Units
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4154	Health And Welfare Benefits
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4212	Appointment And Conditions Of Employment
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4240	Bargaining Units
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4254	Health And Welfare Benefits
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4312.1	Contracts
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4340	Bargaining Units
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits

Policy 4351: Employee Compensation

Status: ADOPTED

Original Adopted Date: ~~08/25/3009~~02/01/1997 | **Last Revised Date:** 10/27/202009/01/2023 |
Last Reviewed Date: 10/27/202009/01/2023

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board of Education recognizes the importance of offering a competitive compensation package which includes salaries and health and welfare benefits.

~~This policy shall only apply to Administrative and Supervisory Employees, Confidential Employees and Licensed Personnel.~~

~~For purposes of this Employee Compensation policy, the following definitions shall apply:~~

~~1. Administrative and Supervisory Employee shall mean the following:~~

~~-~~

~~a. A certificated or classified employee in a position with responsibilities as defined in Government Code 3540.1(m) and who is not subject to the district's collective bargaining agreements~~

~~-~~

~~b. A certificated or classified employee in a management position with responsibilities pursuant to Government Code 3540.1(g)~~

~~-~~

~~2. Confidential Employee shall mean an employee in a position with responsibilities as defined in Section 3540.1(c) of the California Government Code.~~

~~-~~

~~3. Licensed Personnel shall mean an employee in the positions of psychologist, behavioral therapist or occupational therapist and who is not subject to the district's collective bargaining agreements.~~

~~-~~

~~4. Full Time Employee shall mean an employee who is regularly assigned to work five (5) days per week, seven (7) to eight (8) hours a day, 35 (thirty-five) to 40 (forty) hours per week, and who is employed for either the fiscal or academic year.~~

~~The Board shall adopt separate salary schedules for Administrative and Supervisory Employees, Confidential and Licensed Personnel. These schedules shall comply with law and be determined by the Board at the recommendation of the Superintendent or designee. (Education Code 45022, 45023, 45160, 45162, 45268)~~

~~Employees shall be placed on the appropriate salary schedule in accordance with the following: the number of verified years of management experience.~~

~~If any bargaining unit in the district receives a compensation increase, the salary schedules of Administrative and Supervisory Employees, Confidential and Licensed Personnel shall receive the same increase.~~

~~The Superintendent or designee shall ensure that the district's payroll system complies with all applicable laws including, but not limited to, timelines regarding payment of compensation.~~

~~The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative personnel. These schedules shall comply with law and collective bargaining agreements and shall be printed and made available for review at the district office. (Education Code 45022, 45023, 45160, 45162, 45268)~~

~~Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for education level and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)~~

~~Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.~~

~~The Board shall determine the frequency and schedule of salary payments, including whether payments for employees who work less than 12 months per year will be made over the course of the school year or in equal installments over the calendar year. However, if the district participates in the Classified School Employee Summer Assistance Program, eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and paid out during the summer recess in either one or two payments. (Education Code 45038, 45039, 45048, 45165, 45500)~~

In extraordinary circumstances or emergency situations, the Board may determine to continue to compensate employees during periods of extended closure or disruption of normal district operations when permitted by law and consistent with collective bargaining agreements and memoranda of understanding.

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. ~~(29 CFR 516.4)~~

~~Work Year~~

~~The length of the work year and the required number of workdays for each position is identified on the applicable salary schedule.~~

~~Administrative and Supervisory, Confidential and Licensed Personnel shall submit their annual work calendar for the following school year to their immediate supervisor no later than June 15 or within 10 days of the date of hire.~~

~~Requests to modify the work calendar shall be submitted in writing to the employee's immediate supervisor as soon as the employee has reason to know that a modification is necessary.~~

~~On Duty Schedule~~

~~Site administrators shall be on duty when school is in session, at least one week prior to the~~

commencement of school, and one week after the end of the school year. Work days shall be Monday through Friday.

~~Subject to approval by the Superintendent, site administrators may designate as work days up to 5 weekend days where a site administrator is required to be present for an official school function. Other exceptions to the on-duty schedule may be approved by the Superintendent in extraordinary circumstances.~~

~~Certificated Administrative and Supervisory Employees and certificated Licensed Personnel are expected to designate district holidays as non-work days in accordance with Board Policy 4361—Leaves. In the event a certificated employee believes it is necessary to schedule a district holiday as a workday, the employee shall obtain approval from his/her immediate supervisor in advance.~~

~~Employees are entitled to personal holidays each fiscal year in accordance with Board Policy 4361. Personal holidays may only be observed during the Thanksgiving, winter, spring, and/or Presidents week school recesses and shall be designated by the employee on their annual work calendar.~~

Additional Work Days

~~The Superintendent may approve additional work days where an employee is expected to perform work beyond the agreed-upon work year.~~

Overtime Compensation (29 CFR 516.4)

Overtime Compensation

District employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day and/or 40 hours in one work week, or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work.

However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules.—(Education Code 45128, 45130; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may ~~be offered~~take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within ~~a reasonable period~~12 calendar months after making the request if the use of the compensatory time does not unduly disrupt district operations.—(Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

If the district determines an employee has been overpaid, the district shall notify the employee in

writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the district through one of the methods described in Education Code 44042.5 as mutually agreed upon by the employee and the district. (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the district shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5.

If the employee does not respond or disputes the existence or amount of the district's claimed overpayment, the district shall, with board approval, initiate a legal action to recover the overpayment. (Education Code 44042.5)

If the employee separates from the district before the overpayment is fully repaid, the district shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the district shall, with Board approval, exercise any legal means to recover the remaining amount owed by the employee. (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee. (Education Code 44042.5)

Policy Reference Disclaimer:

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

State	Description
8 CCR 11040	Wages and hours; definitions of administrative, executive, and professional employees
Ed. Code 44042.5	Wage overpayment
Ed. Code 45022-45061.5	Salaries
Ed. Code 45023	Availability of salary schedule
Ed. Code 45028	Salary schedule and exceptions
Ed. Code 45127-45133.5	Classified employees; work week; overtime provisions
Ed. Code 45160-45169	Salaries for classified employees
Ed. Code 45268	Salary schedule for classified service in merit system districts
Ed. Code 45500	Classified School Employee Summer Assistance Program

Gov. Code 3540-3549	Meeting and negotiating
Gov. Code 3543.2	Scope of representation
Gov. Code 3543.7	Duty to meet and negotiate in good faith
Lab. Code 226	Employee access to payroll records
Lab. Code 232	Disclosure of wages
Federal	Description
26 CFR 1.409A-1	Definitions and covered plans
26 USC 409A	Deferred compensation plans
29 CFR 516.4	Notice of minimum wage and overtime provisions
29 CFR 516.5-516.6	Records
29 CFR 541.0-541.710	Exemptions for executive, administrative, and professional employees
29 CFR 553.1-553.51	Fair Labor Standards Act; applicability to public agencies
29 USC 201-219	Fair Labor Standards Act
29 USC 203	Definitions
29 USC 207	Fair Labor Standards Act
29 USC 213	Exemptions from minimum wage and overtime requirements
Management Resources	Description
Court Decision	Flores v. City of San Gabriel (9th Cir., 2016) 824 F.3d 890
Office of Management and Budget Publication	Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by COVID-19 due to Loss of Operations, Memo M-20-17, March 19, 2020
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Labor, Wage and Hour Division
Website	Internal Revenue Service
Website	School Services of California, Inc.
Website	CSBA

Cross References

Code	Description
0470	COVID-19 Mitigation Plan
3100	Budget Budget
3100	Budget Budget
3400	Management Of District Assets/Accounts Management Of District Assets/Accounts

3400	<u>Management Of District Assets/Accounts</u> <u>Management Of District Assets/Accounts</u>
3580	<u>District Records</u> <u>District Records</u>
3580	<u>District Records</u> <u>District Records</u>
4000	<u>Concepts And Roles</u> <u>Concepts And Roles</u>
4030	<u>Nondiscrimination In Employment</u> <u>Nondiscrimination In Employment</u>
4030	<u>Nondiscrimination In Employment</u> <u>Nondiscrimination In Employment</u>
4112.6	<u>Personnel Files</u> <u>Personnel Files</u>
<u>4113.5</u>	<u>Working Remotely</u>
4121	<u>Temporary/Substitute Personnel</u> <u>Temporary/Substitute Personnel</u>
4121	<u>Temporary/Substitute Personnel</u> <u>Temporary/Substitute Personnel</u>
4140	<u>Bargaining Units</u> <u>Bargaining Units</u>
4141	<u>Collective Bargaining Agreement</u> <u>Collective Bargaining Agreement</u>
4143	<u>Negotiations/Consultation</u> <u>Negotiations/Consultation</u>
4154	<u>Health And Welfare Benefits</u> <u>Health And Welfare Benefits</u>
4154	<u>Health And Welfare Benefits</u> <u>Health And Welfare Benefits</u>
4212	<u>Appointment And Conditions Of Employment</u> <u>Appointment And Conditions Of Employment</u>
4212.6	<u>Personnel Files</u> <u>Personnel Files</u>
<u>4213.5</u>	<u>Working Remotely</u>
4240	<u>Bargaining Units</u> <u>Bargaining Units</u>
4241	<u>Collective Bargaining Agreement</u> <u>Collective Bargaining Agreement</u>
4243	<u>Negotiations/Consultation</u> <u>Negotiations/Consultation</u>
4254	<u>Health And Welfare Benefits</u> <u>Health And Welfare Benefits</u>
4254	<u>Health And Welfare Benefits</u> <u>Health And Welfare Benefits</u>
4312.1	<u>Contracts</u> <u>Contracts</u>
4312.6	<u>Personnel Files</u> <u>Personnel Files</u>
<u>4313.5</u>	<u>Working Remotely</u>
4340	<u>Bargaining Units</u> <u>Bargaining Units</u>
4354	<u>Health And Welfare Benefits</u> <u>Health And Welfare Benefits</u>

Policy 4351: Employee Compensation

Status: ADOPTED

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

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package which includes salaries and health and welfare benefits.

This policy shall only apply to Administrative and Supervisory Employees, Confidential Employees and Licensed Personnel.

For purposes of this Employee Compensation policy, the following definitions shall apply:

1. Administrative and Supervisory Employee shall mean the following:
 - a. A certificated or classified employee in a position with responsibilities as defined in Government Code 3540.1(m) and who is not subject to the district's collective bargaining agreements
 - b. A certificated or classified employee in a management position with responsibilities pursuant to Government Code 3540.1(g)
2. Confidential Employee shall mean an employee in a position with responsibilities as defined in Section 3540.1(c) of the California Government Code.
3. Licensed Personnel shall mean an employee in the positions of psychologist, behavioral therapist or occupational therapist and who is not subject to the district's collective bargaining agreements.
4. Full Time Employee shall mean an employee who is regularly assigned to work five (5) days per week, seven (7) to eight (8) hours a day, 35 (thirty-five) to 40 (forty) hours per week, and who is employed for either the fiscal or academic year.

The Board shall adopt separate salary schedules for Administrative and Supervisory Employees, Confidential and Licensed Personnel. These schedules shall comply with law and be determined by the Board at the recommendation of the Superintendent or designee. (Education Code 45022, 45023, 45160, 45162, 45268)

Employees shall be placed on the appropriate salary schedule in accordance with the following: the number of verified years of management experience.

If any bargaining unit in the district receives a compensation increase, the salary schedules of Administrative and Supervisory Employees, Confidential and Licensed Personnel shall receive the same increase.

The Superintendent or designee shall ensure that the district's payroll system complies with all applicable laws including, but not limited to, timelines regarding payment of compensation.

In extraordinary circumstances or emergency situations, the Board may determine to continue to

compensate employees during periods of extended closure or disruption of normal district operations when permitted by law and consistent with collective bargaining agreements and memoranda of understanding.

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Work Year

The length of the work year and the required number of workdays for each position is identified on the applicable salary schedule.

Administrative and Supervisory, Confidential and Licensed Personnel shall submit their annual work calendar for the following school year to their immediate supervisor no later than June 15 or within 10 days of the date of hire.

Requests to modify the work calendar shall be submitted in writing to the employee's immediate supervisor as soon as the employee has reason to know that a modification is necessary.

On Duty Schedule

Site administrators shall be on duty when school is in session, at least one week prior to the commencement of school, and one week after the end of the school year. Work days shall be Monday through Friday.

Subject to approval by the Superintendent, site administrators may designate as work days up to 5 weekend days where a site administrator is required to be present for an official school function. Other exceptions to the on-duty schedule may be approved by the Superintendent in extraordinary circumstances.

Certificated Administrative and Supervisory Employees and certificated Licensed Personnel are expected to designate district holidays as non-work days in accordance with Board Policy 4361 - Leaves. In the event a certificated employee believes it is necessary to schedule a district holiday as a workday, the employee shall obtain approval from his/her immediate supervisor in advance.

Employees are entitled to personal holidays each fiscal year in accordance with Board Policy 4361. Personal holidays may only be observed during the Thanksgiving, winter, spring, and/or Presidents week school recesses and shall be designated by the employee on their annual work calendar.

Additional Work Days

The Superintendent may approve additional work days where an employee is expected to perform work beyond the agreed-upon work year.

Overtime Compensation

District employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day and/or 40 hours in one work week, or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work. However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules. (Education Code 45128, 45130; 29 USC 213¹⁶⁵; 29

CFR 541.0-541.710, 553.27, 553.32)

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within 12 calendar months after making the request if the use of the compensatory time does not unduly disrupt district operations. (Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

If the district determines an employee has been overpaid, the district shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the district through one of the methods described in Education Code 44042.5 as mutually agreed upon by the employee and the district. (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the district shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5.

If the employee disputes the existence or amount of the district's claimed overpayment, the district shall, with board approval, initiate a legal action to recover the overpayment. (Education Code 44042.5)

If the employee separates from the district before the overpayment is fully repaid, the district shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the district shall, with Board approval, exercise any legal means to recover the remaining amount owed by the employee. (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee. (Education Code 44042.5)

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Lab. Code 232	Disclosure of wages
Federal	Description
26 CFR 1.409A-1	Definitions and covered plans
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29 CFR 516.4	Notice of minimum wage and overtime provisions
29 CFR 516.5-516.6	Records
29 CFR 541.0-541.710	Exemptions for executive, administrative, and professional employees
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29 USC 201-219	Fair Labor Standards Act
29 USC 203	Definitions
29 USC 207	Fair Labor Standards Act
29 USC 213	Exemptions from minimum wage and overtime requirements
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Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Labor, Wage and Hour Division

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Website	School Services of California, Inc.
Website	CSBA

Cross References

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3100	Budget
3100	Budget
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3400	Management Of District Assets/Accounts
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4254	Health And Welfare Benefits

4312.1	Contracts
4312.6	Personnel Files
4313.5	Working Remotely
4340	Bargaining Units
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits

Policy 4154/4254/4354: Health And Welfare Benefits

Status: ADOPTED

Original Adopted Date: 06/28/2011 | Last Revised Date: 04/16/2024 | Last Reviewed Date:
04/16/2024

Health And Welfare Benefits For Administrative, Supervisory, Confidential, Licensed And Unrepresented Classified Personnel

Employees who are not in bargaining units shall receive health and welfare benefits as specified in this Board policy and accompanying administrative regulation.

Definitions

For purposes of this Health and Welfare Benefits policy, the following definitions shall apply:

1. Administrative and Supervisory Employees shall mean all certificated and classified administrative, supervisory, confidential, licensed and unrepresented classified personnel who are not subject to the district's collective bargaining agreements.
2. Full Time Employees shall mean those employees who are regularly assigned to work five (5) days per week, eight (8) hours a day, 40 (forty) hours per week, and who are employed for either the fiscal or academic year.

Active Administrative and Supervisory Employee Health and Welfare Benefits

1. Basic Medical Plan

Effective July 1, 2011, the district shall contribute the minimum amount required by Govt. Code section 22892 per month for administrative and supervisory employees toward payment of the premium of a medical plan selected by the employee. In 2015, the minimum amount is \$122.00. The medical plan chosen shall be one of those offered by PERS under the Public Employees Medical and Hospital Care Act.

2. Supplemental Benefits Plan

Effective January 1, 2025, the District agrees to contribute monthly towards benefits for all unit members and their domestic partners and eligible dependents to the amount of the medical cap. Any cost above the medical cap shall be covered by a deduction from the unit member's salary. The cap shall be set at \$1,021.41 per month.

3. Compensation in Lieu of Medical Benefits

Those full time administrative and supervisory employees eligible for medical benefits who can prove other health care coverage may elect to decline coverage by the district and receive \$305.00 in cash compensation in lieu of medical benefits. This money may be used for any purpose and will be taxable to the employee.

Once health benefits are declined, no change may be made during the benefit year unless

authorized under PERS approved exceptions to open enrollment period elections.

Any employee who declines coverage must renew that declination each year during the open enrollment period and provide proof of continuing health coverage.

Cash in lieu is subject to IRC (Internal Revenue Code) section 125 rules and regulations.

4. Dental and Vision Plans.

The District agrees to continue to contribute monthly for dental coverage for each employee. An employee may purchase additional dental coverage and/or vision coverage for themselves, eligible dependents or domestic partner through his/her IRC 125 Plan at their own cost.

4. Flexible Benefit Plans.

A flexible benefits plan (as defined in Internal Revenue Code Section 125) consisting of options for premium conversion, unreimbursed medical expenses, and dependent care will be available for employees choosing to participate.

5. Life Insurance Benefit.

Effective July 1, 2014, all full time active administrative and supervisor employees are entitled to District paid Group Accidental Death and Dismemberment Insurance.

Members of Executive Cabinet, including the Superintendent, and General Counsel, employed in a position prior to June 30, 2014, are entitled to Class 1 benefits. This class is entitled to 1 times regular salary, maximum of \$350,000. Salary is defined as regular contracted salary and does not include any additional compensation such as overtime pay, extra duty pay, and bonuses. Class 1 includes Assistant Superintendent, Human Resources, Assistant Superintendent, Business Services/Operations, Assistant Superintendent of Educational Services, Superintendent and General Counsel.

Class 2 includes all other administrators. This class is entitled to District paid policy benefit as described in the Benefits Summary

These benefits terminate at the conclusion of paid status employment with the district.

Upon separation from the district, members of Class 1 and Class 2 will have the option of continuing coverage at their own expense.

Health and Welfare Benefits for Employees Working Less Than Full Time

Administrative and supervisory employees who work fewer than 40 (forty) hours per week shall receive a pro-rata share of the supplemental benefits plan authorized for a full-time employee if they elect to be enrolled in a health, vision, or dental care plan.

Retired Administrative and Supervisory Employee Health and Welfare Benefits

The district shall provide health and welfare benefits for retired administrative and supervisory¹⁷¹

employees of the district in accordance with the following:

1. Eligibility for Basic Medical Plan for Retirees

Administrative and supervisory employees who retire from the district will be eligible to be covered under the PERS medical plan for retirees provided the employee retired at or after age of fifty (50) years and had at least ten (10) continuous years of paid service with the district immediately prior to retirement. Each year the contribution by the district shall equal the amount allocated for the Basic Medical Plan for active full time employees as described in this policy.

2. Eligibility for Supplemental Benefit Plan

Administrative and supervisory employees who retire at or after the age of 55 years, and have at least 10 continuous years of paid service with the district immediately prior to retirement, may receive the following supplemental benefit plan until they are eligible to purchase or receive Medicare:

Effective January 1, 2025, the district contribution for medical benefits will be increased and capped at \$1,021.41 per month.

For retirees who are currently retired, their benefits will be capped at the current monthly rate of \$370 per month.

For retirees who retire between July 1, 2023, and December 31, 2024, their retirement benefits will be broken down as follows:

- July 1, 2023-December 31, 2024, capped at \$370 per month
- January 1, 2025, will be capped at \$1,021.41 per month

Eligible retirees under this provision may, at their cost, purchase coverage for their eligible dependents or domestic partner. In the event a retiree elects to purchase coverage for his/her eligible dependents or domestic partner, the employee shall pay the premiums, dues, and other charges, including any increases in premiums, dues, and costs incurred by the district in administering this program. The required payments from the retired employee must be remitted to the district office by the first day of each month.

3. Eligibility for Dental and Vision Plans

Administrative and supervisory employees who retire at or after the age of 55 years, and have at least 10 years of paid service with the district immediately prior to retirement, may receive the same dental and vision benefits as provided to active full time employees, as described in this policy.

Eligible retirees under this provision may, at their cost, purchase dental and/or vision coverage for their eligible dependents or domestic partner. In the event a retiree elects to purchase dental and/or vision coverage for his/her eligible dependents or domestic partner, the employee shall pay the premiums, dues, and other charges, including any increases in premiums, dues, and costs incurred by the district in administering this program. The required payments from the retired employee must be remitted to the district office by the first day of each month.

The benefit carriers for retired persons shall be the same as those provided to active employees.

Domestic Partner Coverage: Health, Dental and Vision

The district will fully implement state law provisions pertaining to domestic partner enrollment under PERS health plans offered by the district. In addition, the district will permit domestic partners to enroll as dependents under any non PERS benefit plan, including dental and vision plans. For purposes of enrollment in non PERS health, dental and vision plans, the definition of domestic partner will be as established pursuant to Chapter 588, Statutes of 1999. Domestic partners will be eligible for any benefits in the retirement period to which spouses or surviving spouses are eligible under the provisions of this policy.

Confidentiality of Medical Information

The Superintendent or designee shall not use or disclose any medical information the district possesses pertaining to an employee without the employee's authorization obtained in accordance with Civil Code 56.21, except for the purpose of administering and maintaining employee benefit plans and for other purposes specified in law. (Civil Code 56.20) (cf. 4312.6 - Personnel Records)

Continuation of Coverage

Retired administrative and supervisory employees who would otherwise lose coverage due to a qualifying event specified in law and administrative regulation, and their qualified beneficiaries may continue to participate in the district's group health and welfare benefits in accordance with state and federal law.

For those programs for which deductions are not made by PERS, the required payments from the retired employee must be remitted to the district office by the first day of each month. Except as otherwise set forth herein, to receive continuation coverage, covered employees and their qualified beneficiaries shall pay the premiums, dues, and other charges, including any increases in premiums, dues, and costs incurred by the district in administering this program.

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
Civ. Code 56.10-56.16	<u>Disclosure of information by medical providers</u>
Civ. Code 56.20-56.245	<u>Use and disclosure of medical information by employers</u>
Ed. Code 17566	<u>Self-insurance fund</u>
Ed. Code 35208	<u>Liability insurance</u>
Ed. Code 35214	<u>Liability insurance (self-insurance or a combination of self-insurance and insurance through an insurance company)</u>
Ed. Code 44041-44042	<u>Payroll deductions for collection of premiums</u>
Ed. Code 44986	<u>Leave of absence; state disability benefits</u>
Ed. Code 45136	<u>Benefits for classified employees</u>

Ed. Code 7000-7008	Health and welfare benefits; retired certificated employees
Fam. Code 297-297.5	Rights, protections, benefits under the law; registered domestic partners
Fam. Code 300	Definition of marriage
Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 22750-22944	Public Employees' Medical and Hospital Care Act
Gov. Code 53200-53210	Group insurance
H&S Code 1366.20-1366.29	Cal-COBRA program; health insurance
H&S Code 1367.08	Disclosure of fees and commissions paid related to health care service plan
H&S Code 1373	Health services plan; coverage for dependent children
H&S Code 1373.621	Continuation coverage; age 60 or older after five years with district
H&S Code 1374.58	Coverage for registered domestic partners; health service plans and health insurers
Ins. Code 10116.5	Continuation coverage; age 60 or older after five years with district
Ins. Code 10128.50-10128.59	Cal-COBRA program; disability insurance
Ins. Code 10277-10278	Group and individual health insurance; coverage for dependent children
Ins. Code 10604.5	Annual disclosure of fees and commissions paid
Ins. Code 12670-12692.5	Conversion coverage
Lab. Code 2800.2	Notification of availability of continuation health coverage
Lab. Code 4856	Health benefits for spouse of peace officer killed in performance of duties
Unemp. Ins. Code 2613	Disability insurance; notice of rights and benefits
Federal	Description
1 USC 7	Definition of marriage and spouse
26 CFR 1.105-11	Self-insured medical reimbursement plan
26 CFR 54.4980B-1-54.4980B-10	COBRA continuation coverage
26 CFR 54.4980H-1-54.4980H-6	Patient Protection and Affordable Care Act

26 USC 105	Self-insured medical reimbursement plan; definition of highly compensated individual
26 USC 4980B	COBRA continuation coverage
26 USC 4980H	Penalty for noncompliance with employer-provided health care requirements
26 USC 5000A	Minimum essential coverage
26 USC 6056	Report of health coverage provided to employees
29 USC 1161-1168	COBRA continuation coverage
42 USC 1395-1395g	Medicare benefits
42 USC 300gg-16	Group health plan; nondiscrimination in favor of highly compensated individuals
42 USC 300gg-300gg95	Patient Protection and Affordable Care Act
45 CFR 164.500-164.534	Privacy of individually identifiable health information
Management Resources	Description
CSBA Publication	Health Policy: Implications of Covered California for School Boards, Districts and Personnel, Governance Brief, January 2013
Internal Revenue Service Notification	2011-1 Affordable Care Act Nondiscrimination Provisions Applicable to Insured Group Health Plans
U.S. Department of Treasury Publication	Fact Sheet: Final Regulations Implementing Employer Shared Responsibility Under the Affordable Care Act (ACA) for 2015
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services
Website	California Employment Development Department
Website	Internal Revenue Service
Website	U.S. Department of Labor
Website	CSBA

Cross References

Code	Description
1340	Access To District Records

1340	<u>Access To District Records</u>
2121	<u>Superintendent's Contract</u>
3100	<u>Budget</u>
3100	<u>Budget</u>
3460	<u>Financial Reports And Accountability</u>
3460	<u>Financial Reports And Accountability</u>
3530	<u>Risk Management/Insurance</u>
3530	<u>Risk Management/Insurance</u>
4030	<u>Nondiscrimination In Employment</u>
4030	<u>Nondiscrimination In Employment</u>
4112.6	<u>Personnel Files</u>
4112.9	<u>Employee Notifications</u>
4112.9	<u>Employee Notifications</u>
4112.9-E PDF(1)	<u>Employee Notifications</u>
4117.11	<u>Preretirement Part-Time Employment</u>
4118	<u>Dismissal/Suspension/Disciplinary Action</u>
4118	<u>Dismissal/Suspension/Disciplinary Action</u>
4121	<u>Temporary/Substitute Personnel</u>
4121	<u>Temporary/Substitute Personnel</u>
4140	<u>Bargaining Units</u>
4141	<u>Collective Bargaining Agreement</u>
4141.6	<u>Concerted Action/Work Stoppage</u>
4141.6	<u>Concerted Action/Work Stoppage</u>
4151	<u>Employee Compensation</u>
4157.1	<u>Work-Related Injuries</u>
4157.1	<u>Work-Related Injuries</u>
4161	<u>Leaves</u>
4161	<u>Leaves</u>
4161.1	<u>Personal Illness/Injury Leave</u>
4161.11	<u>Industrial Accident/Illness Leave</u>

4161.8	<u>Family Care And Medical Leave</u>
4212.6	<u>Personnel Files</u>
4212.9	<u>Employee Notifications</u>
4212.9	<u>Employee Notifications</u>
4212.9-E PDF(1)	<u>Employee Notifications</u>
4217.11	<u>Preretirement Part-Time Employment</u>
4218	<u>Dismissal/Suspension/Disciplinary Action</u>
4218	<u>Dismissal/Suspension/Disciplinary Action</u>
4240	<u>Bargaining Units</u>
4241	<u>Collective Bargaining Agreement</u>
4241.6	<u>Concerted Action/Work Stoppage</u>
4241.6	<u>Concerted Action/Work Stoppage</u>
4251	<u>Employee Compensation</u>
4257.1	<u>Work-Related Injuries</u>
4257.1	<u>Work-Related Injuries</u>
4261	<u>Leaves</u>
4261	<u>Leaves</u>
4261.1	<u>Personal Illness/Injury Leave</u>
4261.11	<u>Industrial Accident/Illness Leave</u>
4261.8	<u>Family Care And Medical Leave</u>
4300	<u>Administrative And Supervisory Personnel</u>
4300	<u>Administrative And Supervisory Personnel</u>
4312.6	<u>Personnel Files</u>
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4312.9-E PDF(1)	<u>Employee Notifications</u>
4317.11	<u>Preretirement Part-Time Employment</u>
4340	<u>Bargaining Units</u>
4351	<u>Employee Compensation</u>
4357.1	<u>Work-Related Injuries</u>

4357.1	<u>Work-Related Injuries</u>
4361	<u>Leaves</u>
4361	<u>Leaves</u>
4361.1	<u>Personal Illness/Injury Leave</u>
4361.11	<u>Industrial Accident/Illness Leave</u>
4361.8	<u>Family Care And Medical Leave</u>
9250	<u>Remuneration, Reimbursement And Other Benefits</u>

Policy 4154/4254/4354: Health And Welfare Benefits

Status: ADOPTED

Original Adopted Date: 06/28/2011 | **Last Revised Date:** | **Last Reviewed Date:**

Health And Welfare Benefits For Administrative, Supervisory, Confidential, Licensed And Unrepresented Classified Personnel

Employees who are not in bargaining units shall receive health and welfare benefits as specified in this Board policy and accompanying administrative regulation.

Definitions

For purposes of this Health and Welfare Benefits policy, the following definitions shall apply:

1. Administrative and Supervisory Employees shall mean all certificated and classified administrative, supervisory, confidential, licensed and unrepresented classified personnel who are not subject to the district's collective bargaining agreements.
2. Full Time Employees shall mean those employees who are regularly assigned to work five (5) days per week, eight (8) hours a day, 40 (forty) hours per week, and who are employed for either the fiscal or academic year.

Active Administrative and Supervisory Employee Health and Welfare Benefits

1. Basic Medical Plan

Effective July 1, 2011, the district shall contribute the minimum amount required by Govt. Code section 22892 per month for administrative and supervisory employees toward payment of the premium of a medical plan selected by the employee. In 2015, the minimum amount is \$122.00. The medical plan chosen shall be one of those offered by PERS under the Public Employees Medical and Hospital Care Act.

2. Supplemental Benefits Plan

Effective January 1, 2025, the District agrees to contribute monthly towards benefits for all unit members and their domestic partners and eligible dependents to the amount of the medical cap. Any cost above the medical cap shall be covered by a deduction from the unit member's salary. The cap shall be set at \$1,021.41 per month.

3. Compensation in Lieu of Medical Benefits

Those full time administrative and supervisory employees eligible for medical benefits who can prove other health care coverage may elect to decline coverage by the district and receive \$305.00 in cash compensation in lieu of medical benefits. This money may be used for any purpose and will be taxable to the employee.

Once health benefits are declined, no change may be made during the benefit year unless authorized under PERS approved exceptions to open enrollment period elections.

Any employee who declines coverage must renew that declination each year during the open enrollment period and provide proof of continuing health coverage.

Cash in lieu is subject to IRC (Internal Revenue Code) section 125 rules and regulations.

4. Dental and Vision Plans.

The District agrees to continue to contribute monthly for dental coverage for each employee. An employee may purchase additional dental coverage and/or vision coverage for themselves, eligible dependents, or domestic partner through his/her IRC 125 Plan at their own cost.

5. Flexible Benefit Plans.

A flexible benefits plan (as defined in Internal Revenue Code Section 125) consisting of options for premium conversion, unreimbursed medical expenses, and dependent care will be available for employees choosing to participate.

6. Life Insurance Benefit.

Effective July 1, 2014, all full time active administrative and supervisor employees are entitled to District paid Group Accidental Death and Dismemberment Insurance.

Members of Executive Cabinet, including the Superintendent, and General Counsel, employed in a position prior to June 30, 2014, are entitled to Class 1 benefits. This class is entitled to 1 times regular salary, maximum of \$350,000. Salary is defined as regular contracted salary and does not include any additional compensation such as overtime pay, extra duty pay, and bonuses. Class 1 includes Assistant Superintendent, Human Resources, Assistant Superintendent, Business Services/Operations, Assistant Superintendent of Educational Services, Superintendent and General Counsel.

Class 2 includes all other administrators. This class is entitled to District paid policy benefit as described in the Benefits Summary

These benefits terminate at the conclusion of paid status employment with the district.

Upon separation from the district, members of Class 1 and Class 2 will have the option of continuing coverage at their own expense.

Health and Welfare Benefits for Employees Working Less Than Full Time

Administrative and supervisory employees who work fewer than 40 (forty) hours per week shall receive a pro-rata share of the supplemental benefits plan authorized for a full-time employee if they elect to be enrolled in a health, vision, or dental care plan.

Retired Administrative and Supervisory Employee Health and Welfare Benefits

The district shall provide health and welfare benefits for retired administrative and supervisory employees of the district in accordance with the following:

1. Eligibility for Basic Medical Plan for Retirees

Administrative and supervisory employees who retire from the district will be eligible to be covered under the PERS medical plan for retirees provided the employee retired at or after

age of fifty (50) years and had at least ten (10) continuous years of paid service with the district immediately prior to retirement. Each year the contribution by the district shall equal the amount allocated for the Basic Medical Plan for active full time employees as described in this policy.

2. Eligibility for Supplemental Benefit Plan

Administrative and supervisory employees who retire at or after the age of 55 years, and have at least 10 continuous years of paid service with the district immediately prior to retirement, may receive the following supplemental benefit plan until they are eligible to purchase or receive Medicare:

Effective January 1, 2025, the district contribution for medical benefits will be increased and capped at \$1,021.41 per month.

For retirees who are currently retired, their benefits will be capped at the current monthly rate of \$370 per month.

For retirees who retire between July 1, 2023, and December 31, 2024, their retirement benefits will be broken down as follows:

- July 1, 2023-December 31, 2024, capped at \$370 per month
- January 1, 2025, will be capped at \$1,021.41 per month

Eligible retirees under this provision may, at their cost, purchase coverage for their eligible dependents or domestic partner. In the event a retiree elects to purchase coverage for his/her eligible dependents or domestic partner, the employee shall pay the premiums, dues, and other charges, including any increases in premiums, dues, and costs incurred by the district in administering this program. The required payments from the retired employee must be remitted to the district office by the first day of each month.

3. Eligibility for Dental and Vision Plans

Administrative and supervisory employees who retire at or after the age of 55 years, and have at least 10 years of paid service with the district immediately prior to retirement, may receive the same dental and vision benefits as provided to active full time employees, as described in this policy.

Eligible retirees under this provision may, at their cost, purchase dental and/or vision coverage for their eligible dependents or domestic partner. In the event a retiree elects to purchase dental and/or vision coverage for his/her eligible dependents or domestic partner, the employee shall pay the premiums, dues, and other charges, including any increases in premiums, dues, and costs incurred by the district in administering this program. The required payments from the retired employee must be remitted to the district office by the first day of each month.

The benefit carriers for retired persons shall be the same as those provided to active employees.

Domestic Partner Coverage: Health, Dental and Vision

The district will fully implement state law provisions pertaining to domestic partner enrollment under PERS health plans offered by the district. In addition, the district will permit domestic partners to enroll as dependents under any non PERS benefit plan, including dental and vision plans. For purposes of enrollment in non PERS health, dental and vision plans, the definition of domestic partner will be as established pursuant to Chapter 588, Statutes of 1999. Domestic partners will be eligible for any benefits in the retirement period to which spouses or surviving

spouses are eligible under the provisions of this policy.

Confidentiality of Medical Information

The Superintendent or designee shall not use or disclose any medical information the district possesses pertaining to an employee without the employee's authorization obtained in accordance with Civil Code 56.21, except for the purpose of administering and maintaining employee benefit plans and for other purposes specified in law. (Civil Code 56.20) (cf. 4312.6 - Personnel Records)

Continuation of Coverage

Retired administrative and supervisory employees who would otherwise lose coverage due to a qualifying event specified in law and administrative regulation, and their qualified beneficiaries may continue to participate in the district's group health and welfare benefits in accordance with state and federal law.

For those programs for which deductions are not made by PERS, the required payments from the retired employee must be remitted to the district office by the first day of each month. Except as otherwise set forth herein, to receive continuation coverage, covered employees and their qualified beneficiaries shall pay the premiums, dues, and other charges, including any increases in premiums, dues, and costs incurred by the district in administering this program.

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
Civ. Code 56.10-56.16	<u>Disclosure of information by medical providers</u>
Civ. Code 56.20-56.245	<u>Use and disclosure of medical information by employers</u>
Ed. Code 17566	<u>Self-insurance fund</u>
Ed. Code 35208	<u>Liability insurance</u>
Ed. Code 35214	<u>Liability insurance (self-insurance or a combination of self-insurance and insurance through an insurance company)</u>
Ed. Code 44041-44042	<u>Payroll deductions for collection of premiums</u>
Ed. Code 44986	<u>Leave of absence; state disability benefits</u>
Ed. Code 45136	<u>Benefits for classified employees</u>
Ed. Code 7000-7008	<u>Health and welfare benefits; retired certificated employees</u>
Fam. Code 297-297.5	<u>Rights, protections, benefits under the law; registered domestic partners</u>
Fam. Code 300	<u>Definition of marriage</u>

Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 22750-22944	Public Employees' Medical and Hospital Care Act
Gov. Code 53200-53210	Group insurance
H&S Code 1366.20-1366.29	Cal-COBRA program; health insurance
H&S Code 1367.08	Disclosure of fees and commissions paid related to health care service plan
H&S Code 1373	Health services plan; coverage for dependent children
H&S Code 1373.621	Continuation coverage; age 60 or older after five years with district
H&S Code 1374.58	Coverage for registered domestic partners; health service plans and health insurers
Ins. Code 10116.5	Continuation coverage; age 60 or older after five years with district
Ins. Code 10128.50-10128.59	Cal-COBRA program; disability insurance
Ins. Code 10277-10278	Group and individual health insurance; coverage for dependent children
Ins. Code 10604.5	Annual disclosure of fees and commissions paid
Ins. Code 12670-12692.5	Conversion coverage
Lab. Code 2800.2	Notification of availability of continuation health coverage
Lab. Code 4856	Health benefits for spouse of peace officer killed in performance of duties
Unemp. Ins. Code 2613	Disability insurance; notice of rights and benefits
Federal	Description
1 USC 7	Definition of marriage and spouse
26 CFR 1.105-11	Self-insured medical reimbursement plan
26 CFR 54.4980B-1-54.4980B-10	COBRA continuation coverage
26 CFR 54.4980H-1-54.4980H-6	Patient Protection and Affordable Care Act
26 USC 105	Self-insured medical reimbursement plan; definition of highly compensated individual
26 USC 4980B	COBRA continuation coverage
26 USC 4980H	Penalty for noncompliance with employer-provided health care requirements

26 USC 5000A	Minimum essential coverage
26 USC 6056	Report of health coverage provided to employees
29 USC 1161-1168	COBRA continuation coverage
42 USC 1395-1395g	Medicare benefits
42 USC 300gg-16	Group health plan; nondiscrimination in favor of highly compensated individuals
42 USC 300gg-300gg95	Patient Protection and Affordable Care Act
45 CFR 164.500-164.534	Privacy of individually identifiable health information

Management Resources

CSBA Publication

Description

Health Policy: Implications of Covered California for School Boards, Districts and Personnel, Governance Brief, January 2013

Internal Revenue Service Notification

2011-1 Affordable Care Act Nondiscrimination Provisions Applicable to Insured Group Health Plans

U.S. Department of Treasury
Publication

Fact Sheet: Final Regulations Implementing Employer Shared Responsibility Under the Affordable Care Act (ACA) for 2015

Website

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

Website

[U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services](#)

Website

[California Employment Development Department](#)

Website

[Internal Revenue Service](#)

Website

[U.S. Department of Labor](#)

Website

[CSBA](#)

Cross References

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[Access To District Records](#)

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2121

[Superintendent's Contract](#)

3100

[Budget](#)

3100

[Budget](#)

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3460	Financial Reports And Accountability
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4212.9-E PDF(1)	<u>Employee Notifications</u>
4217.11	<u>Preretirement Part-Time Employment</u>
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4218	<u>Dismissal/Suspension/Disciplinary Action</u>
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4300	<u>Administrative And Supervisory Personnel</u>
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4340	<u>Bargaining Units</u>
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4357.1	<u>Work-Related Injuries</u>
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4361.1	<u>Personal Illness/Injury Leave</u>

4361.11	<u>Industrial Accident/Illness Leave</u>
4361.8	<u>Family Care And Medical Leave</u>
9250	<u>Remuneration, Reimbursement And Other Benefits</u>

Board District Policy Manual
Alameda Unified School District
CSBA Policy Management Console

Policy 4157: Employee Safety

Status: ADOPTED

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Original Adopted Date: ~~08/10/2010~~06/01/1991 | Last Revised Date: 03/~~22/2022~~01/2024 |
Last Reviewed Date: 03/~~22/2022~~01/2024

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~~that may occur. If an employee is unable to correct an unsafe condition, the employee shall immediately report the problem to the Superintendent or designee.

(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; ~~that includes a workplace violence prevention plan~~ and ~~providethat provides~~ 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
5. Requesting access to injury or illness reports and records
6. Exercising any other right protected by the Occupational Safety and Health Act

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Policy Reference Disclaimer:

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State	Description
17 CCR 2508	Reporting of communicable diseases
8 CCR 14000-14316	Occupational injury or illness reports and records
8 CCR 3203	Injury and illness prevention program
8 CCR 3204	Access to employee exposure and medical records
8 CCR 3400	Medical services and first aid
8 CCR 5095-5100	Control of noise exposure
8 CCR 5193	Bloodborne pathogens
Ed. Code 32030-32034	Eye safety
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32280-32289.5	School safety plans
Ed. Code 44984	Required rules for industrial accident and illness leave
Gov. Code 3543.2	Scope of representation

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Lab. Code 1139	Worker's rights in emergencies
Lab. Code 132a	Workers' compensation; nondiscrimination
Lab. Code 3300	Definition of employer
Lab. Code 6305	Occupational safety and health standards; special order
Lab. Code 6310	Retaliation for filing complaint prohibited
Lab. Code 6325	Prohibition of entry into place of employment
Lab. Code 6400-6413.5	Responsibilities and duties of employers and employees
Lab. Code 6401.7	Injury and illness prevention program
Lab. Code 6401.9	Workplace violence prevention plans
Federal	Description
17 CFR 2508	Reporting of communicable diseases
29 CFR 1910.1030	Bloodborne pathogens
29 CFR 1910.95	Noise standards
29 CFR 651-678	Occupational safety and health
8 CFR 14000-14316	Occupational injury or illness reports and records
8 CFR 3204	Access to employee exposure and medical records
8 CFR 5193	Bloodborne pathogens
Management Resources	Description
CA Department of Industrial Relations Publication	Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2005
Website	CSBA District and County Office of Education Legal Services
Website	National Institute for Occupational Safety and Health
Website	U.S. Department of Labor, Occupational Safety and Health Administration
Website	California Department of Industrial Relations, Occupational Safety and Health
Website	National Hearing Conservation Association
Website	CSBA
Website	Centers for Disease Control and Prevention

Cross References

Code	Description
0450	<u>Comprehensive Safety Plan</u> Comprehensive Safety Plan
0450	<u>Comprehensive Safety Plan</u> Comprehensive Safety Plan
3514	<u>Environmental Safety</u> Environmental Safety
3514	<u>Environmental Safety</u> Environmental Safety
3514.1	<u>Hazardous Substances</u> Hazardous Substances
3514.1	<u>Hazardous Substances</u> Hazardous Substances
3516	<u>Emergencies And Disaster Preparedness Plan</u> Emergencies And Disaster Preparedness Plan
3516	<u>Emergencies And Disaster Preparedness Plan</u> Emergencies And Disaster Preparedness Plan
3516.5	<u>Emergency Schedules</u> Emergency Schedules
3530	<u>Risk Management/Insurance</u> Risk Management/Insurance
3530	<u>Risk Management/Insurance</u> Risk Management/Insurance
4112.9	<u>Employee Notifications</u> Employee Notifications
4112.9	<u>Employee Notifications</u> Employee Notifications
<u>4112.9-E PDF(1)</u> 4113.5	<u>Employee Notifications</u> Working Remotely
4118	<u>Dismissal/Suspension/Disciplinary Action</u> Dismissal/Suspension/Disciplinary Action
4118	<u>Dismissal/Suspension/Disciplinary Action</u> Dismissal/Suspension/Disciplinary Action
4119.41	<u>Employees With Infectious Disease</u> Employees With Infectious Disease
4119.42	<u>Exposure Control Plan For Bloodborne Pathogens</u> Exposure Control Plan For Bloodborne Pathogens
4119.42	<u>Exposure Control Plan For Bloodborne Pathogens</u> Exposure Control Plan For Bloodborne Pathogens
4119.42-E PDF(1)	<u>Exposure Control Plan For Bloodborne Pathogens</u> Exposure Control Plan For Bloodborne Pathogens

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4119.43 [Universal Precautions](#)Universal Precautions

4119.43 [Universal Precautions](#)Universal Precautions

4131 [Staff Development](#)Staff Development

4131 [Staff Development](#)Staff Development

4156.2 [Awards And Recognition](#)Awards And Recognition

4157.1 [Work-Related Injuries](#)Work-Related Injuries

4157.1 [Work-Related Injuries](#)Work-Related Injuries

4157.2 [Ergonomics](#)Ergonomics

4158 [Employee Security](#)Employee Security

4158 [Employee Security](#)Employee Security

4161.11 [Industrial Accident/Illness Leave](#)Industrial Accident/Illness Leave

4212.9 [Employee Notifications](#)Employee Notifications

4212.9 [Employee Notifications](#)Employee Notifications

4212.9-E-PDF(1)[4213.5](#) [Employee Notifications](#)Working Remotely

4218 [Dismissal/Suspension/Disciplinary Action](#)Dismissal/Suspension/Disciplinary Action

4218 [Dismissal/Suspension/Disciplinary Action](#)Dismissal/Suspension/Disciplinary Action

4219.41 [Employees With Infectious Disease](#)Employees With Infectious Disease

4219.42 [Exposure Control Plan For Bloodborne Pathogens](#)Exposure Control Plan For Bloodborne Pathogens

4219.42 [Exposure Control Plan For Bloodborne Pathogens](#)Exposure Control Plan For Bloodborne Pathogens

4219.42-E-PDF(1) [Exposure Control Plan For Bloodborne Pathogens](#)Exposure Control Plan For Bloodborne Pathogens

4219.43 [Universal Precautions](#)Universal Precautions

4219.43 [Universal Precautions](#)Universal Precautions

4231 [Staff Development](#)Staff Development

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4231	<u>Staff Development</u>
4256.2	<u>Awards And Recognition</u> Awards And Recognition
4257.1	<u>Work-Related Injuries</u> Work-Related Injuries
4257.1	<u>Work-Related Injuries</u>
4257.2	<u>Ergonomics</u> Ergonomics
4258	<u>Employee Security</u> Employee Security
4258	<u>Employee Security</u> Employee Security
4261.11	<u>Industrial Accident/Illness Leave</u> Industrial Accident/Illness Leave
4312.9	<u>Employee Notifications</u> Employee Notifications
4312.9	<u>Employee Notifications</u> Employee Notifications
4312.9-E PDF(1)4313.5	<u>Employee Notifications</u> Working Remotely
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4319.42	<u>Exposure Control Plan For Bloodborne Pathogens</u> Exposure Control Plan For Bloodborne Pathogens
4319.42-E PDF(1)	<u>Exposure Control Plan For Bloodborne Pathogens</u> Exposure Control Plan For Bloodborne Pathogens
4319.43	<u>Universal Precautions</u> Universal Precautions
4319.43	<u>Universal Precautions</u> Universal Precautions
4331	<u>Staff Development</u> Staff Development
4331	<u>Staff Development</u>
4356.2	<u>Awards And Recognition</u> Awards And Recognition
4357.1	<u>Work-Related Injuries</u> Work-Related Injuries
4357.1	<u>Work-Related Injuries</u>
4357.2	<u>Ergonomics</u> Ergonomics
4358	<u>Employee Security</u> Employee Security

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4358	<u>Employee Security</u> Employee Security
4361.11	<u>Industrial Accident/Illness Leave</u> Industrial Accident/Illness Leave
5141.22	<u>Infectious Diseases</u> Infectious Diseases
5141.22	<u>Infectious Diseases</u> Infectious Diseases
5141.6	<u>School Health Services</u> School Health Services
5141.6	<u>School Health Services</u> School Health Services
6142.93	<u>Science Instruction</u> Science Instruction

Policy 4157: Employee Safety

Status: ADOPTED

Original Adopted Date: 08/10/2010 | **Last Revised Date:** |
Last Reviewed Date:

The Governing Board is committed to maximizing employee safety and believes that workplace safety is the responsibility of every employee. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

All employees are expected to use safe work practices and, to the extent possible, correct any unsafe conditions that may occur. If an employee is unable to correct an unsafe condition, the employee shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall establish and implement a written injury and illness prevention program that includes a workplace violence prevention plan and that provides employees with access to such program in accordance with law. (Labor Code 6401.7; 8 CCR 3203)

The Superintendent or designee shall make first aid materials readily available at district workplaces and shall make effective provisions to prepare for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for exercising any right regarding employee safety or health specified in Labor Code 6310, including:

1. Making a report or complaint
2. Instituting proceedings or causing proceedings to be instituted
3. Testifying with regard to employee safety or health
4. Participating in any occupational health and safety committee established pursuant to Labor Code 6401.7
5. Requesting access to injury or illness reports and records
6. Exercising any other right protected by the Occupational Safety and Health Act

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

17 CCR 2508

Description

Reporting of communicable diseases

8 CCR 14000-14316

Occupational injury or illness reports and records

8 CCR 3203

Injury and illness prevention program

8 CCR 3204

Access to employee exposure and medical records

8 CCR 3400

Medical services and first aid

8 CCR 5095-5100

Control of noise exposure

8 CCR 5193

Bloodborne pathogens

Ed. Code 32030-32034

[Eye safety](#)

Ed. Code 32225-32226

[Communications devices in classrooms](#)

Ed. Code 32280-32289.5

[School safety plans](#)

Ed. Code 44984

[Required rules for industrial accident and illness leave](#)

Gov. Code 3543.2

[Scope of representation](#)

Lab. Code 1139

Worker's rights in emergencies

Lab. Code 132a

[Workers' compensation; nondiscrimination](#)

Lab. Code 3300

[Definition of employer](#)

Lab. Code 6305

[Occupational safety and health standards; special order](#)

Lab. Code 6310

[Retaliation for filing complaint prohibited](#)

Lab. Code 6325

Prohibition of entry into place of employment

Lab. Code 6400-6413.5

[Responsibilities and duties of employers and employees](#)

Lab. Code 6401.7

[Injury and illness prevention program](#)

Lab. Code 6401.9

Workplace violence prevention plans

Federal

17 CFR 2508

Description

Reporting of communicable diseases

29 CFR 1910.1030	Bloodborne pathogens
29 CFR 1910.95	Noise standards
29 CFR 651-678	Occupational safety and health
8 CFR 14000-14316	Occupational injury or illness reports and records
8 CFR 3204	Access to employee exposure and medical records
8 CFR 5193	Bloodborne pathogens

Management Resources

CA Department of Industrial Relations
Publication

Website

Website

Website

Website

Website

Website

Website

Description

Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2005

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

[National Institute for Occupational Safety and Health](#)

[U.S. Department of Labor, Occupational Safety and Health Administration](#)

[California Department of Industrial Relations, Occupational Safety and Health](#)

[National Hearing Conservation Association](#)

[CSBA](#)

[Centers for Disease Control and Prevention](#)

Cross References

Code

0450

0450

3514

3514

3514.1

3514.1

3516

Description

Comprehensive Safety Plan

Comprehensive Safety Plan

Environmental Safety

Environmental Safety

Hazardous Substances

Hazardous Substances

Emergencies And Disaster Preparedness Plan

3516	Emergencies And Disaster Preparedness Plan
3516.5	Emergency Schedules
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4112.9	Employee Notifications
4112.9	Employee Notifications
4113.5	Working Remotely
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.41	Employees With Infectious Disease
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.43	Universal Precautions
4119.43	Universal Precautions
4131	Staff Development
4156.2	Awards And Recognition
4157.1	Work-Related Injuries
4157.2	Ergonomics
4158	Employee Security
4158	Employee Security
4161.11	Industrial Accident/Illness Leave
4212.9	Employee Notifications
4212.9	Employee Notifications
4213.5	Working Remotely
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action

4219.41	Employees With Infectious Disease
4219.42	Exposure Control Plan For Bloodborne Pathogens
4219.42	Exposure Control Plan For Bloodborne Pathogens
4219.42	Exposure Control Plan For Bloodborne Pathogens
4219.43	Universal Precautions
4219.43	Universal Precautions
4231	Staff Development
4256.2	Awards And Recognition
4257.1	Work-Related Injuries
4257.2	Ergonomics
4258	Employee Security
4258	Employee Security
4261.11	Industrial Accident/Illness Leave
4312.9	Employee Notifications
4312.9	Employee Notifications
4313.5	Working Remotely
4319.41	Employees With Infectious Disease
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4319.42	Exposure Control Plan For Bloodborne Pathogens
4319.42	Exposure Control Plan For Bloodborne Pathogens
4319.43	Universal Precautions
4319.43	Universal Precautions
4331	Staff Development
4356.2	Awards And Recognition
4357.1	Work-Related Injuries

4357.2	Ergonomics
4358	Employee Security
4358	Employee Security
4361.11	Industrial Accident/Illness Leave
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.6	School Health Services
5141.6	School Health Services
6142.93	Science Instruction

Board District Policy Manual
Alameda Unified School District
CSBA Policy Management Console

Policy 4257: Employee Safety

Status: ADOPTED

Original Adopted Date: ~~08/10/2010~~06/01/1991 | Last Revised Date: 03/~~22/2022~~01/2024 |
Last Reviewed Date: 03/~~22/2022~~01/2024

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~~that may occur. If an employee is unable to correct an unsafe condition, the employee shall immediately report the problem to the Superintendent or designee.

(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; ~~that includes a workplace violence prevention plan~~ and ~~providethat provides~~ 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
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1. Requesting access to injury or illness reports and records
 2. Exercising any other right protected by the Occupational Safety and Health Act

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Policy Reference Disclaimer:

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

State	Description
17 CCR 2508	Reporting of communicable diseases
8 CCR 14000-14316	Occupational injury or illness reports and records
8 CCR 3203	Injury and illness prevention program
8 CCR 3204	Access to employee exposure and medical records
8 CCR 3400	Medical services and first aid
8 CCR 5095-5100	Control of noise exposure
8 CCR 5193	Bloodborne pathogens
Ed. Code 32030-32034	Eye safety
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32280-32289.5	School safety plans
Ed. Code 44984	Required rules for industrial accident and illness leave
Gov. Code 3543.2	Scope of representation

Lab. Code 1139	Worker's rights in emergencies
Lab. Code 132a	Workers' compensation; nondiscrimination
Lab. Code 3300	Definition of employer
Lab. Code 6305	Occupational safety and health standards; special order
Lab. Code 6310	Retaliation for filing complaint prohibited
Lab. Code 6325	Prohibition of entry into place of employment
Lab. Code 6400-6413.5	Responsibilities and duties of employers and employees
Lab. Code 6401.7	Injury and illness prevention program
Lab. Code 6401.9	Workplace violence prevention plans
Federal	Description
17 CFR 2508	Reporting of communicable diseases
29 CFR 1910.1030	Bloodborne pathogens
29 CFR 1910.95	Noise standards
29 CFR 651-678	Occupational safety and health
8 CFR 14000-14316	Occupational injury or illness reports and records
8 CFR 3204	Access to employee exposure and medical records
8 CFR 5193	Bloodborne pathogens
Management Resources	Description
CA Department of Industrial Relations Publication	Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2005
Website	CSBA District and County Office of Education Legal Services
Website	National Institute for Occupational Safety and Health
Website	U.S. Department of Labor, Occupational Safety and Health Administration
Website	California Department of Industrial Relations, Occupational Safety and Health
Website	National Hearing Conservation Association
Website	CSBA
Website	Centers for Disease Control and Prevention

Cross References

Code	Description
0450	<u>Comprehensive Safety Plan</u> Comprehensive Safety Plan
0450	<u>Comprehensive Safety Plan</u> Comprehensive Safety Plan
3514	<u>Environmental Safety</u> Environmental Safety
3514	<u>Environmental Safety</u> Environmental Safety
3514.1	<u>Hazardous Substances</u> Hazardous Substances
3514.1	<u>Hazardous Substances</u> Hazardous Substances
3516	<u>Emergencies And Disaster Preparedness Plan</u> Emergencies And Disaster Preparedness Plan
3516	<u>Emergencies And Disaster Preparedness Plan</u> Emergencies And Disaster Preparedness Plan
3516.5	<u>Emergency Schedules</u> Emergency Schedules
3530	<u>Risk Management/Insurance</u> Risk Management/Insurance
3530	<u>Risk Management/Insurance</u> Risk Management/Insurance
4112.9	<u>Employee Notifications</u> Employee Notifications
4112.9	<u>Employee Notifications</u> Employee Notifications
<u>4112.9-E PDF(1)</u> 4113.5	<u>Employee Notifications</u> Working Remotely
4118	<u>Dismissal/Suspension/Disciplinary Action</u> Dismissal/Suspension/Disciplinary Action
4118	<u>Dismissal/Suspension/Disciplinary Action</u> Dismissal/Suspension/Disciplinary Action
4119.41	<u>Employees With Infectious Disease</u> Employees With Infectious Disease
4119.42	<u>Exposure Control Plan For Bloodborne Pathogens</u> Exposure Control Plan For Bloodborne Pathogens
4119.42	<u>Exposure Control Plan For Bloodborne Pathogens</u> Exposure Control Plan For Bloodborne Pathogens
4119.42-E PDF(1)	<u>Exposure Control Plan For Bloodborne Pathogens</u> Exposure Control Plan For Bloodborne Pathogens

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4119.43 [Universal Precautions](#)Universal Precautions

4119.43 [Universal Precautions](#)Universal Precautions

4131 [Staff Development](#)Staff Development

4131 [Staff Development](#)Staff Development

4156.2 [Awards And Recognition](#)Awards And Recognition

4157.1 [Work-Related Injuries](#)Work-Related Injuries

4157.1 [Work-Related Injuries](#)Work-Related Injuries

4157.2 [Ergonomics](#)Ergonomics

4158 [Employee Security](#)Employee Security

4158 [Employee Security](#)Employee Security

4161.11 [Industrial Accident/Illness Leave](#)Industrial Accident/Illness Leave

4212.9 [Employee Notifications](#)Employee Notifications

4212.9 [Employee Notifications](#)Employee Notifications

4212.9-E-PDF(1)[4213.5](#) [Employee Notifications](#)Working Remotely

4218 [Dismissal/Suspension/Disciplinary Action](#)Dismissal/Suspension/Disciplinary Action

4218 [Dismissal/Suspension/Disciplinary Action](#)Dismissal/Suspension/Disciplinary Action

4219.41 [Employees With Infectious Disease](#)Employees With Infectious Disease

4219.42 [Exposure Control Plan For Bloodborne Pathogens](#)Exposure Control Plan For Bloodborne Pathogens

4219.42 [Exposure Control Plan For Bloodborne Pathogens](#)Exposure Control Plan For Bloodborne Pathogens

4219.42-E-PDF(1) [Exposure Control Plan For Bloodborne Pathogens](#)Exposure Control Plan For Bloodborne Pathogens

4219.43 [Universal Precautions](#)Universal Precautions

4219.43 [Universal Precautions](#)Universal Precautions

4231 [Staff Development](#)Staff Development

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4231	<u>Staff Development</u>
4256.2	<u>Awards And Recognition</u> Awards And Recognition
4257.1	<u>Work-Related Injuries</u> Work-Related Injuries
4257.1	<u>Work-Related Injuries</u>
4257.2	<u>Ergonomics</u> Ergonomics
4258	<u>Employee Security</u> Employee Security
4258	<u>Employee Security</u> Employee Security
4261.11	<u>Industrial Accident/Illness Leave</u> Industrial Accident/Illness Leave
4312.9	<u>Employee Notifications</u> Employee Notifications
4312.9	<u>Employee Notifications</u> Employee Notifications
4312.9-E PDF(1)4313.5	<u>Employee Notifications</u> Working Remotely
4319.41	<u>Employees With Infectious Disease</u> Employees With Infectious Disease
4319.42	<u>Exposure Control Plan For Bloodborne Pathogens</u> Exposure Control Plan For Bloodborne Pathogens
4319.42	<u>Exposure Control Plan For Bloodborne Pathogens</u> Exposure Control Plan For Bloodborne Pathogens
4319.42-E PDF(1)	<u>Exposure Control Plan For Bloodborne Pathogens</u> Exposure Control Plan For Bloodborne Pathogens
4319.43	<u>Universal Precautions</u> Universal Precautions
4319.43	<u>Universal Precautions</u> Universal Precautions
4331	<u>Staff Development</u> Staff Development
4331	<u>Staff Development</u>
4356.2	<u>Awards And Recognition</u> Awards And Recognition
4357.1	<u>Work-Related Injuries</u> Work-Related Injuries
4357.1	<u>Work-Related Injuries</u>
4357.2	<u>Ergonomics</u> Ergonomics
4358	<u>Employee Security</u> Employee Security

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4358	<u>Employee Security</u> Employee Security
4361.11	<u>Industrial Accident/Illness Leave</u> Industrial Accident/Illness Leave
5141.22	<u>Infectious Diseases</u> Infectious Diseases
5141.22	<u>Infectious Diseases</u> Infectious Diseases
5141.6	<u>School Health Services</u> School Health Services
5141.6	<u>School Health Services</u> School Health Services
6142.93	<u>Science Instruction</u> Science Instruction

Policy 4257: Employee Safety

Status: ADOPTED

Original Adopted Date: 08/10/2011 | **Last Revised Date:** | **Last Reviewed Date:**

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All employees are expected to use safe work practices and, to the extent possible, correct any unsafe conditions that may occur. If an employee is unable to correct an unsafe condition, the employee shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall establish and implement a written injury and illness prevention program that includes a workplace violence prevention plan and that provides employees with access to such program in accordance with law. (Labor Code 6401.7; 8 CCR 3203)

The Superintendent or designee shall make first aid materials readily available at district workplaces and shall make effective provisions to prepare for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

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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

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
17 CCR 2508	Reporting of communicable diseases
8 CCR 14000-14316	Occupational injury or illness reports and records
8 CCR 3203	Injury and illness prevention program
8 CCR 3204	Access to employee exposure and medical records
8 CCR 3400	Medical services and first aid
8 CCR 5095-5100	Control of noise exposure
8 CCR 5193	Bloodborne pathogens
Ed. Code 32030-32034	<u>Eye safety</u>
Ed. Code 32225-32226	<u>Communications devices in classrooms</u>
Ed. Code 32280-32289.5	<u>School safety plans</u>
Ed. Code 44984	<u>Required rules for industrial accident and illness leave</u>
Gov. Code 3543.2	<u>Scope of representation</u>
Lab. Code 1139	Worker's rights in emergencies
Lab. Code 132a	<u>Workers' compensation; nondiscrimination</u>
Lab. Code 3300	<u>Definition of employer</u>
Lab. Code 6305	<u>Occupational safety and health standards; special order</u>
Lab. Code 6310	<u>Retaliation for filing complaint prohibited</u>
Lab. Code 6325	Prohibition of entry into place of employment
Lab. Code 6400-6413.5	<u>Responsibilities and duties of employers and employees</u>
Lab. Code 6401.7	<u>Injury and illness prevention program</u>
Lab. Code 6401.9	Workplace violence prevention plans
Federal	Description
17 CFR 2508	Reporting of communicable diseases
29 CFR 1910.1030	Bloodborne pathogens
29 CFR 1910.95	Noise standards
29 CFR 651-678	Occupational safety and health
8 CFR 14000-14316	Occupational injury or illness reports and records

8 CFR 3204	Access to employee exposure and medical records
8 CFR 5193	Bloodborne pathogens
Management Resources	Description
CA Department of Industrial Relations Publication	Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2005
Website	<u>CSBA District and County Office of Education Legal Services</u>
Website	<u>National Institute for Occupational Safety and Health</u>
Website	<u>U.S. Department of Labor, Occupational Safety and Health Administration</u>
Website	<u>California Department of Industrial Relations, Occupational Safety and Health</u>
Website	<u>National Hearing Conservation Association</u>
Website	<u>CSBA</u>
Website	<u>Centers for Disease Control and Prevention</u>

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.5	Emergency Schedules
3530	Risk Management/Insurance
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4112.9	Employee Notifications
4112.9	Employee Notifications
4113.5	Working Remotely

4118	Dismissal/Suspension/Disciplinary Action
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4119.41	Employees With Infectious Disease
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4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.43	Universal Precautions
4119.43	Universal Precautions
4131	Staff Development
4156.2	Awards And Recognition
4157.1	Work-Related Injuries
4157.2	Ergonomics
4158	Employee Security
4158	Employee Security
4161.11	Industrial Accident/Illness Leave
4212.9	Employee Notifications
4212.9	Employee Notifications
4213.5	Working Remotely
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.41	Employees With Infectious Disease
4219.42	Exposure Control Plan For Bloodborne Pathogens
4219.42	Exposure Control Plan For Bloodborne Pathogens
4219.42	Exposure Control Plan For Bloodborne Pathogens
4219.43	Universal Precautions

4219.43	Universal Precautions
4231	Staff Development
4256.2	Awards And Recognition
4257.1	Work-Related Injuries
4257.2	Ergonomics
4258	Employee Security
4258	Employee Security
4261.11	Industrial Accident/Illness Leave
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4319.43	Universal Precautions
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4331	Staff Development
4356.2	Awards And Recognition
4357.1	Work-Related Injuries
4357.2	Ergonomics
4358	Employee Security
4358	Employee Security
4361.11	Industrial Accident/Illness Leave
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.6	School Health Services

5141.6

School Health Services

6142.93

Science Instruction

Board District Policy Manual
Alameda Unified School District
CSBA Policy Management Console

Policy 4357: Employee Safety

Status: ADOPTED

Original Adopted Date: ~~08/10/2010~~06/01/1991 | Last Revised Date: 03/~~22/2022~~01/2024 |
Last Reviewed Date: 03/~~22/2022~~01/2024

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~~that may occur. If an employee is unable to correct an unsafe condition, the employee shall immediately report the problem to the Superintendent or designee.

~~(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; ~~that includes a workplace violence prevention plan~~ and ~~providethat provides~~ 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
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5. Requesting access to injury or illness reports and records
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Policy Reference Disclaimer:

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

State	Description
17 CCR 2508	Reporting of communicable diseases
8 CCR 14000-14316	Occupational injury or illness reports and records
8 CCR 3203	Injury and illness prevention program
8 CCR 3204	Access to employee exposure and medical records
8 CCR 3400	Medical services and first aid
8 CCR 5095-5100	Control of noise exposure
8 CCR 5193	Bloodborne pathogens
Ed. Code 32030-32034	Eye safety
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32280-32289.5	School safety plans
Ed. Code 44984	Required rules for industrial accident and illness leave

Gov. Code 3543.2	Scope of representation
Lab. Code 1139	Worker's rights in emergencies
Lab. Code 132a	Workers' compensation; nondiscrimination
Lab. Code 3300	Definition of employer
Lab. Code 6305	Occupational safety and health standards; special order
Lab. Code 6310	Retaliation for filing complaint prohibited
Lab. Code 6325	Prohibition of entry into place of employment
Lab. Code 6400-6413.5	Responsibilities and duties of employers and employees
Lab. Code 6401.7	Injury and illness prevention program
Lab. Code 6401.9	Workplace violence prevention plans
Federal	Description
17 CFR 2508	Reporting of communicable diseases
29 CFR 1910.1030	Bloodborne pathogens
29 CFR 1910.95	Noise standards
29 CFR 651-678	Occupational safety and health
8 CFR 14000-14316	Occupational injury or illness reports and records
8 CFR 3204	Access to employee exposure and medical records
8 CFR 5193	Bloodborne pathogens
Management Resources	Description
CA Department of Industrial Relations Publication	Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2005
Website	CSBA District and County Office of Education Legal Services
Website	National Institute for Occupational Safety and Health
Website	U.S. Department of Labor, Occupational Safety and Health Administration
Website	California Department of Industrial Relations, Occupational Safety and Health
Website	National Hearing Conservation Association
Website	CSBA
Website	Centers for Disease Control and Prevention

Cross References

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3516	<u>Emergencies And Disaster Preparedness Plan</u> Emergencies And Disaster Preparedness Plan
3516.5	<u>Emergency Schedules</u> Emergency Schedules
3530	<u>Risk Management/Insurance</u> Risk Management/Insurance
3530	<u>Risk Management/Insurance</u> Risk Management/Insurance
4112.9	<u>Employee Notifications</u> Employee Notifications
4112.9	<u>Employee Notifications</u> Employee Notifications
<u>4112.9-E PDF(1)</u> 4113.5	<u>Employee Notifications</u> Working Remotely
4118	<u>Dismissal/Suspension/Disciplinary Action</u> Dismissal/Suspension/Disciplinary Action
4118	<u>Dismissal/Suspension/Disciplinary Action</u> Dismissal/Suspension/Disciplinary Action
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4119.42	<u>Exposure Control Plan For Bloodborne Pathogens</u> Exposure Control Plan For Bloodborne Pathogens
4119.42-E PDF(1)	<u>Exposure Control Plan For Bloodborne Pathogens</u> Exposure Control Plan For Bloodborne Pathogens

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4119.43 Universal PrecautionsUniversal Precautions

4119.43 Universal PrecautionsUniversal Precautions

4131 Staff DevelopmentStaff Development

4131 Staff Development

4156.2 Awards And RecognitionAwards And Recognition

4157.1 Work-Related InjuriesWork-Related Injuries

4157.1 Work-Related Injuries

4157.2 ErgonomicsErgonomics

4158 Employee SecurityEmployee Security

4158 Employee SecurityEmployee Security

4161.11 Industrial Accident/Illness LeaveIndustrial Accident/Illness Leave

4212.9 Employee NotificationsEmployee Notifications

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4231 Staff DevelopmentStaff Development

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4231	<u>Staff Development</u>
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4358	<u>Employee Security</u> Employee Security
4361.11	<u>Industrial Accident/Illness Leave</u> Industrial Accident/Illness Leave
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5141.22	<u>Infectious Diseases</u> Infectious Diseases
5141.6	<u>School Health Services</u> School Health Services
5141.6	<u>School Health Services</u> School Health Services
6142.93	<u>Science Instruction</u> Science Instruction

Policy 4357: Employee Safety

Status: ADOPTED

Original Adopted Date: 08/10/2010 | **Last Revised Date:** | **Last Reviewed Date:**

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Website	<u>National Hearing Conservation Association</u>
Website	<u>CSBA</u>
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4131	Staff Development
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5141.6	School Health Services
5141.6	School Health Services
6142.93	Science Instruction

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Facilities Bond Measure I and Measure B Contracts (Standing Item)

Item Type: Consent

Background: Alameda voters approved Facilities Bond Measure I in November 2014 and approved Facilities Bond Measure B in June 2022.

As the bond schedules dictate, various contracts will 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 keep the contracts for Measure I and Measure B separate from the approval of other district contracts.

1. (Fund 21 – Measure I) Final Fee Agreement between AUSD and Division of State Architect for a total of \$26,442.27. (Earhart)
2. (Fund 21 – Measure I) Amendment No. 1 to Professional Services Agreement between AUSD and ACC Environmental Consultants for an increase of \$9,778.00 for an amended total value of \$20,792.00. (Longfellow)
3. (Fund 21 – Measure I) Service Estimate Agreement between AUSD and Alameda Municipal Power for a total cost of \$18,000.00. (Longfellow)
4. (Fund 21 – Measure B) Professional Services Agreement between AUSD and ACC Environmental Consultants for an estimated cost of \$62,000.00. (Wood MS)
5. (Fund 21 – Measure B) Amendment No. 1 to Professional Services Agreement between AUSD and Brelje & Race Consulting Engineers for an increase of \$21,800.00 and an amended value of \$34,800.00. (Encinal)
6. (Fund 21 – Measure B) Amendment No. 1 to Professional Services Agreement between AUSD and Brelje & Race Consulting Engineers for an increase of \$9,500.00 and an amended value of \$48,000.00. (Otis)
7. (Fund 21 – Measure B) Alarm Agreement Amendment between AUSD and Bay Alarm Company for an increased installation and monthly service fee totaling \$3,050.00 and a total amended value of \$35,299.00. (Wood MS)
8. (Fund 21 – Measure B) Service Agreement between AUSD and Bay Alarm Company for a total agreement cost of \$17,400.00. (WMS Temp Campus)
9. (Fund 21 – Measure B) Private Fire Service Agreement between AUSD and East Bay Municipal Utility District for installation and account establishment costs totaling \$33,229.00. (WMS Temp Campus)
10. (Fund 21 – Measure I) Condition of Title Guarantee Agreement between AUSD and First American Title Company totaling \$3,550.00. (Longfellow)
11. (Fund 21 – Measure B) Condition of Title Guarantee Agreement between AUSD and First American Title Company totaling \$500.00. (Encinal)
12. (Fund 21 – Measure B) Change Order 1 to Rental Agreement between AUSD and Mobile Modular Management Corporation for an increase of \$15,550.00 and a new contract sum of \$4,096,594.00. (WMS Temp Campus)
13. (Fund 21 – Measure B) Professional Services Agreement between AUSD and ACC Environmental Consultants for an estimated cost of

\$1,344.00. (HAHS Kofman)

14. (Fund 21 – Measure B) Professional Services Agreement between AUSD and Pangaiton Construction Inspection LLC for an hourly rate of \$150.00 with a total not to exceed \$69,000.00.

15. (Fund 21 – Measure I) Professional Services Agreement between AUSD and Brelje & Race Consulting Engineers for a proposed fee of \$6,800.00. (Longfellow)

16. (Fund 21 – Measure I) Professional Services Agreement between AUSD and Miller Pacific Engineering Group for an estimated cost of \$6,000. (Longfellow)

17. (Fund 21 – Measure I) Professional Services Agreement between AUSD and Terracon Consultants, Inc. for a proposed fee of \$11,814.00. (Longfellow)

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
☐ DSA	8/7/2024	Backup Material
☐ ACC Environmental (Longfellow)	8/7/2024	Backup Material
☐ Alameda Municipal Power	8/7/2024	Backup Material
☐ ACC Environmental (Wood)	8/7/2024	Backup Material
☐ Brelje & Race Consulting Engineers (Encinal)	8/7/2024	Backup Material
☐ Brelje & Race Consulting Engineers (Otis)	8/7/2024	Backup Material
☐ Bay Alarm Company_Amendment	8/7/2024	Backup Material
☐ Bay Alarm Company	8/7/2024	Backup Material
☐ EBMUD	8/7/2024	Backup Material
☐ First American Title_Longfellow	8/7/2024	Backup Material
☐ First American Title_Encinal	8/7/2024	Backup Material
☐ Mobile Modular	8/7/2024	Backup Material
☐ ACC Environmental (HAHS Kofman)	8/7/2024	Backup Material
☐ Panaguiton Construction Inspection	8/7/2024	Backup Material
☐ Brelje & Race Consulting Engineers (Longfellow)	8/7/2024	Backup Material
☐ Miller Pacific Engineering	8/7/2024	Backup Material



ALAMEDA MUNICIPAL POWER

A Department of the City of Alameda

July 15, 2024

Invoice No: UEL 1243-1

Mr. Monty Patterson
Construction Manager
Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501

Subject: Overtime Cost Estimate- Longfellow Site Electric Service Cutover

Dear Mr. Patterson:

AUGUST 3 (SATURDAY) *mp*

This is in reference to your request to perform service cutover on ~~July 29~~, 2024, at Longfellow Island HS /WCDC. Alameda Municipal Power (AMP) will send a 6-man crew to perform the switching operations, cutover work and removal of old service at the said school. Below is AMP cost estimate;

Labor Estimate

Labor	No. of Personnel	Total Man-Hours	Labor Rate	Total
Line Crew	6	8 X 1.5	\$250.00	\$18,000.00
TOTAL				\$18,000.00

In this regard, please remit the amount of \$18,000.00 to Alameda Municipal Power to open a work order and be able to support this request. Please feel free to call me at (510) 748-3986 if you have any questions or clarifications.

Sincerely,

Tito R. Nagrampa Jr.
Digitally signed by Tito R. Nagrampa Jr.
DN: cn=Tito R. Nagrampa Jr., c=US,
o=Alameda Municipal Power,
email=t.nagrampa@alamedamp.com
Date: 2024.07.15 12:59:38 -0700
Tito R. Nagrampa Jr.
Senior Electrical Engineer

Shauntha
ASST. SUP. BUSINESS SERVICES

CHECK REMITTANCE:
ALAMEDA MUNICIPAL POWER
ATTN: FINANCE DEPT
2000 GRAND STREET
ALAMEDA, CA 94501

ACH/Wire Payments:
(Please reference Invoice number)
US Bank PO Box 1800
Saint Paul, MN 55101-0800
ABA# 121122676
Account# 153499273149

07-16-2024

2000 Grand Street
P.O. Box H
Alameda, CA 94501-0263
www.alamedamp.com

Phone 510-748-3900
Fax 510-748-3975





CORPORATE OFFICE
5130 Commercial Cir. Concord, CA 94520
Sales: 1-800-610-1000 / Service: 1-800-470-1000
A Family Business Since 1946
www.bayalarm.com

AUSD TEAM,

I would like to thank you for the opportunity to submit this Commercial Fire Alarm System Purchase and/or Services Agreement for your review and approval. I am proud to say that Bay Alarm Company has grown to become the largest family owned & operated electronic security company in America. We have been protecting businesses like yours for over 70 years, and we currently service more than one-hundred and forty thousand customers.

Although we have grown to become one of the largest alarm companies in America, we still recognize the importance of quick and efficient service. You will immediately recognize the difference between Bay Alarm and the other companies when you experience our commitment to total customer satisfaction. This is accomplished through providing our customers with one point of contact for all of their needs. Bay Alarm's mission is to provide our customers with the highest level of security and fire protection in the industry.

As a leader in our industry, we are proud to be affiliated with the following associations and agencies:

California Alarm Association
The Monitoring Association
California Automatic Fire Alarm Association
Electronic Security Association
NetOne
National Fire Protection Association (NFPA)

Thank you for your consideration. If I can be of any assistance by providing clarification or additional information please feel free to contact me. To learn more about Bay Alarm Company, please visit us at www.bayalarm.com.

Sincerely,

PAUL TIERNAN JR
ENTERPRISE SALES DIVISION

CSFM Automatic Fire Extinguishing Concern, Type 1 License, A-0471
California Contractor's License No. 880138
Alarm Operator's ACO License No. 28
Bay Alarm Company – What Have You Got To Lose?

**Bay Alarm Company
Pricing Summary/Scope of Work**

User Name: _____ AUSD WOOD MIDDLE SCHOOL _____ Site Phone Number: 000.000.0000

Site Address: _____ 420 GRAND ST. ALAMEDA, CA 94501 _____

New System or Takeover New Owner Addendum-Alteration Addition Cancels Former Agreement-Alteration Addition
Services Provided: Full Service Time Plus Material Service Monitor Only

<p>Sale and Installation Price and Payment Summary:</p> <p>Total Installation Price: \$ 0.00 (Plus Applicable Taxes to be billed separately)</p> <p>Deposit Due at Signing: \$ 0.00</p> <p>Due Upon Completion of Prewire: \$ _____</p> <p>Balance Due Upon Completion: \$ 0.00</p> <p>Monthly Service Charge: \$ 725.00 due Quarterly in Advance</p>	<p>Fire Test Frequency:</p> <p><input checked="" type="checkbox"/> NFPA 72 <input type="checkbox"/> Sprinkler Inspection Service, Bay will inspect _____ risers in accordance with C.C.R. Title 19 <input type="checkbox"/> Other: _____</p> <p>Fire Test Devices:</p> <p><input type="checkbox"/> Panel Only <input checked="" type="checkbox"/> Panel & Fire Devices <input type="checkbox"/> Other _____</p>	<p>Communication Type:</p> <p><input type="checkbox"/> Single Phone Line <input type="checkbox"/> Two-Way Radio <input checked="" type="checkbox"/> One-Way Radio <input type="checkbox"/> Other Means Permitted by NFPA 72 _____</p>
FOR OFFICE USE ONLY		

Scope of Work

User hereby authorizes Bay Alarm Company hereinafter "Bay", or assigns to sell, install and/or provide service for a life safety System under the following conditions and agrees to pay the installation charge upon completion and the service charge in advance to Bay's address, from the date the System is operational.

****BAY ALARM TO CHANGE THE INITIAL TERM OF THE AGREEMENT FROM 60 MONTHS TO 24 MONTHS AND MONTH-TO-MONTH THEREAFTER**

BAY ALARM TO MONITOR AND TEST THE FOLLOWING DEVICES:

- (3) VOICE EVAC PANELS - (1) ADMIN BUILDING, (1) P6, (1) MPR
- (2) MANUAL PULL STATION - ADMIN BUILDING, (1) MPR
- (144) SMOKE DETECTORS - (14) ADMIN BUILDING, (31) PORTABLES 18-31, (4) PORTABLE E, (55) PORTABLES 2-17, (40) MPR
- (87) HEAT DETECTORS - (4) ADMIN BUILDING, (28) PORTABLES 18-31, (4) PORTABLE E, (39) PORTABLES 2-17, (12) MPR
- (20) STROBES - (1) ADMIN BUILDING, (3) P9-P11, (1) P5 RESTROOM, (1) P8 RESTROOM, (14) MPR
- (47) SPEAKER STROBES - (3) ADMIN BUILDING, (12) PORTABLES 18-31, (2) PORTABLE E, (17) PORTABLES 2-17, (13) MPR
- (28) SPEAKERS - (7) PORTABLES 18-31, (4) PORTABLE E, (11) PORTABLES 2-17, (6) SPEAKERS
- (2) SMOKE BEAMS - MPR

SUBCONTRACTOR TO REMOVE FROM PROGRAMMING:

- (103) SMOKE DETECTORS - (72) BUILDING 1, (11) BLDG A, (7) BLDG B, (13) BLDG C
- (1) MANUAL PULL STATION - (1) BLDG 1
- (99) HORN/STROBES - (72) BLDG 1, (10) BLDG A, (5) BLDG B, (12) BLDG C
- (34) HEAT DETECTORS - (3) BLDG 1, (10) BLDG A, (7) BLDG B, (14) BLDG C
- (1) FIRE ALARM CONTROL PANEL - MPR
- (1) ANNUNCIATOR - MPR
- (35) SMOKE DETECTORS - (35) MPR
- (28) HORN STROBES - (28) MPR
- (10) HEAT DETECTORS - (10) MPR

****PLEASE SEE ADDITIONAL CONTINUATION PAGE**

User desires no additional protection at this time, I.E. ADDITIONAL SMOKE DETECTORS

Pricing: The pricing set forth in this Agreement is based on the number of devices to be installed as set forth in the Scope of Work. If the actual number of devices installed is different than the number set forth in the Scope of Work, the price will be adjusted accordingly.

Bay Alarm Company – What Have You Got To Lose?

Special Provisions:

Services Provided:

Full Service: Bay will provide all repairs necessitated by ordinary wear and tear to the System. All other repairs shall be at User's expense on a time plus material basis at Bay's then prevailing rates, which include a minimum 30 minute visit charge.

Time Plus Material Service: At the end of Bay's limited warranty Bay will provide all repairs at User's expense on a time plus material basis. Parts and labor will be billed at Bay's then prevailing rates, which include a minimum 30 minute visit charge.

Monitor Only: Bay will not provide repair service, testing or inspections to the Systems. User is responsible to provide this service.

Fire System:

Smoke/Heat detectors—for area or spot detection only.

Bay to plan check and apply for required permits. User agrees to pay all permit, plan check, or drawing charges as required.

User understands and agrees that any additional devices required by the AHJ before final acceptance of System will be at User's expense at Bay's then prevailing rates.

User to provide a RED 20 amp Circuit Disconnecting Means for all required Dedicated Branch Circuits—User shall provide listed locks for the Circuit Disconnecting Means.

User to also provide dedicated 120VAC to the Fire Alarm Control Unit and associated power supplies, and install breaker locks for required power. .

If smoke detectors are installed and then become dirty due to construction that takes place, the User understands they are responsible for repair and/or replacement.

If Bay is unable to gain access to the System for testing and inspections, User understands there may be a return trip fee. Bay will not issue a credit for failed or no access inspections.

User understands and agrees that the automatic fire alarm devices and appliances that will be installed or are located on this property are pursuant to the approved shop drawings that will be or were previously submitted by Bay to the AHJ for this property.

Additional state, other government agency, insurance inspections or testing which requires Bay personnel to be on site will be charged on a time plus material basis, at Bay's then prevailing rates.

Once System has been powered up and System is programmed at Bay's monitoring center the Monthly Service Fees is payable.

HVAC System power/shut off is to be provided by mechanical and/or electrical contractors. Duct detectors shall be provided with a grade level reset switch. Bay will monitor only.

If during the installation process the AHJ deems a fire watch is necessary while the System is being installed or temporarily inoperable, User to provide and pay for this service.

Any painting and/or patching is not included unless expressly stated otherwise.

Additional fees that are not included in the contract are as follows: permit fees, additional off hour inspections or re-inspection due to other contracted parties failure to show and have equipment ready for inspection.

Bay shall install a fire alarm System based on the Codes and Standards that were in effect at the time the System was designed, based on the prescriptive requirements for the occupancy. Bay is not providing an engineering assessment. If an engineering assessment of risk hazards is required, the User should contact a Registered Fire Protection Engineer.

If System Inspections are to be Performed:

Bay will perform system inspections during normal business hours, Monday-Friday 9-5. Inspections performed after normal business hours are available at a premium rate.

Depending on the type of inspection being performed, User understands it may cause a disruption in business. This includes the annual testing of Notification Appliances.

If Sprinkler Inspections Service is Provided:

Bay will conduct the inspections in accordance with Title 19, California Code of Regulations, Chapter 5, and Article 4. Bay is not providing or will not provide design analysis of the premises sprinkler system through the inspection. If a design analysis is desired the User should contact a Registered Fire Protection Engineer. Subscriber is responsible for having a design analysis performed if there is a change of use to the occupancy and/or products that are stored or produced within the occupancy.

If a New Owner Labor Agreement:

Bay tests and inspects up to one (1) hour only. Any additional work that has not been contracted will be done on a time plus materials basis at Bay's then prevailing rate.

If a Takeover / Connect to User Owned Devices:

Bay to connect to and monitor or control User's owned equipment. Any work to be done on User owned equipment that exceeds one (1) hour will be on a time plus material basis at Bay's then prevailing rate including any repairs or modifications required to make System operational.

Network & VoIP:

User shall provide and maintain operational an Ethernet Network connected CAT-5 or higher cable with a RJ-45 plug termination at location specified by Bay. If required, User will provide I.P. address, gateway address and submask. If the Internet or Wireless Transmission is used as a primary or secondary transmission path, User will provide, at your expense, the necessary telecommunications connections facilities and required standby power. The Internet, radio and cellular networks are maintained and serviced by the applicable service provider and are totally beyond Bay's control. Signal transmission connectivity and speed may vary due to traffic volumes, adverse weather, System outages and other circumstances beyond our control. Internet Connectivity can only be supported through a PC with Internet Explorer. Mac's or other Browsers are not compatible at this time.

VoIP TELEPHONE SERVICE: The use of VoIP telephone service may interfere with the ability of the System to transmit alarm signals to our monitoring facility. The User must notify Bay in advance if considering the use of a managed VoIP service in order to assure its ability to function. User understands that DSL, unmanaged VoIP, or other Internet-based services not approved in advance by Bay may not be used.

If a UL Certificate is Issued:

User understands and agrees that UL charges Bay an annual fee for their services. User will reimburse Bay for the fee. Bay will automatically renew agreement and certificate for same initial agreement term, unless notified thirty days in advance by User.

Progress Billing:

User understands and agrees that if there is a User caused interruption (i.e. User construction delay, remodeling, prewire, no power available, etc.) in Bay's ability to start and finish the installation and Bay must return at a later date to complete the installation, Bay will progress bill for a portion of work completed. A return trip charge may be incurred.

If an Addendum-Alteration Addition:

User understands and agrees that Bay will leave balance of System as listed per previous agreements.

If Cancels Former Agreement-Alteration Addition:

Contract terms begin upon date System and/or Service is online.

SIGNS, DECALS AND SYSTEM COMMUNICATOR REMAIN THE PROPERTY OF BAY

Bay Alarm Company – What Have You Got To Lose?

Service Agreement

The agreement is made by and between AUSD WOOD MIDDLE SCHOOL "User" and Bay Alarm Company hereinafter "Bay" and is effective for an initial period of five years, from date the System is operational. This agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of two (2) years each, after the initial period unless either party gives to the other at least thirty (30) days written notice, prior to expiration date, or its intention to terminate this agreement upon its original or any renewed expiration date. see scope of work

Bay will sell to you and install the system ("System") described on the Scope of work section (s) and/or any additional continuation page (s), and if subscribed to by User, monitor and provide other services pursuant to the terms and conditions of this agreement.

Fire Alarm Shop Drawings will be completed for submittal to the governing Authority Having Jurisdiction (AHJ). Submittal times may be delayed if User cannot provide useable CAD (Computer Aided Design) files or architectural drawings to Bay. This may require Bay to create a set of floor plans in CAD at an additional expense to User. Floor plans are required for the production of fire alarm shop drawings.

Governmental Review: The AHJ may require approval of the System installation. Depending on the processing time for your current AHJ, Bay will not be responsible from delays arising for this portion of the installation process.

Installation: Local and state building and fire codes may prohibit the installation of a fire alarm System until approved by the governing AHJ and a permit for the installation is issued. Once Bay receives the approved permit the installation will begin approximately 3-4 weeks and will be completed within approximately 3-4 weeks.

SCOPE OF WORK:

Services to be provided at the following location:

420 GRAND ST. ALAMEDA, CA 94501

Total Installation Charge: \$ 0.00 (plus applicable sales tax)

Total Monthly Service Charge Due Quarterly in Advance: \$ 725.00 x 24 months

User Acceptance:

Total Agreement Charge: **\$17,400.00**

In accepting this agreement, User agrees to the terms and conditions herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the User may issue. Any changes in the System requested by the User after the execution of this agreement shall be paid for by the User and such charges shall be authorized in writing.

Bay Alarm Company:

Derek Holmberg, Vice President

Sales Representative

Agent #

User:

Shariq Khan (Jul 31, 2024 12:01 PDT)

User's Signature

Shariq Khan

Assistant Superintendent - Business Services

User's Printed Name and Title

07/31/2024

Date Signed

Approved

Date

D Holmberg 8-6-24

This agreement will not be effective until either approved by one of Bay's managers, or Bay begins the installation of the equipment or initiates service. In the event of disapproval, Bay's only obligation shall be to refund any monies paid by User to Bay. User acknowledges and agrees that User will not receive a copy of this agreement signed by Bay's manager, and such lack of receipt shall not, in any way, invalidate or otherwise affect this agreement.

CSFM Automatic Fire Extinguishing Concern, Type 1 License, A-0471
California Contractor's License No. 880138
Alarm Operator's ACO License No. 28

Bay Alarm Company – What Have You Got To Lose?

Terms & Conditions

- 1. LIMITED WARRANTY:** (a) **WHAT IS COVERED:** For one year parts and ninety (90) days labor; after we complete the installation, we will repair or replace any defective part of the System without charge to you. We can use new or used parts of the same quality. (b) **HOW TO GET SERVICE:** Call 1-800-470-1000. (c) **WHAT IS NOT COVERED:** Repair of the System is our only duty. This warranty does not include batteries or labor associated with the replacement of batteries. We make no other express warranty including any warranty of merchantability of the System or its fitness for any special purpose. All the implied warranties of merchantability or fitness for any special purpose are limited to the duration of this expressed limited warranty. We do not warrant that the System will always detect, or help prevent any fire, smoke, waterflow or other such event. We do not warrant that the System cannot be defeated or compromised or that it will always operate. This warranty does not cover repairs that are needed because of an accident, acts of God, your failure to properly use the System, or if someone other than us attempts to repair or change the System, or any other reason except a defect in the equipment. We are not liable for consequential or incidental damages. You agree that this is our only warranty and we have given you no other warranty for the System. (d) **STATE LAW:** Some states do not allow the exclusion or the limitation of consequential or incidental damages or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state.
- 2. ADDITIONAL COSTS:** User agrees to pay Bay's standard rate for past due or carrying charges and collection costs if payments are not made on time or if installation charge is paid on a periodic payment plan or progress billing. A reconnect charge is to be paid by User if the System is disconnected because of a past due balance and User desires it reconnected. User will receive no credit if System is temporarily disconnected or out of service for any reason. Bay assumes no liability for failure to perform because of labor disputes, riots, floods, fires, acts of God or any catastrophe or condition beyond our control and is not required to perform work while any such condition exists. If it becomes necessary for Bay to institute legal proceedings to collect any charges as set forth herein, the unsuccessful party shall pay to the successful party reasonable attorney's fees and actual court cost wherein permitted by law. If User fails to pay any obligations under this agreement when due, upon ten (10) days' written notice, Bay may disconnect the System. A reconnection fee in addition to all past due amounts, will be required prior to reactivating System.
- 3. BAY IS NOT AN INSURER, LIQUIDATED DAMAGES, LIMITATION OF LIABILITY:** For all Systems and services provided, User acknowledges that it is impractical and extremely difficult to fix the actual damages if any, which may proximately result from Bay's negligence, a failure by Bay to perform any of the obligations herein, including but not limited to, installation, monitoring, warranty repair, repair service or other services, or the failure of the System to properly operate with resulting loss to User because of, among other things a) The uncertain amount or value of User's property or the property of others kept on the premises which may be lost, destroyed, damaged or otherwise affected by occurrences which the System or service is designed to detect or avert; b) The uncertainty of the response time of any fire department, should they be notified as a result of a signal from or at premises; c) The inability to ascertain in advance what portion, if any, of any personal injury, death, or property loss would be proximately caused by Bay's failure to perform or by its equipment to operate; or d) The nature of the service to be performed by Bay. User understands and agrees that if Bay should be found liable for loss or damage due to failure of Bay to perform any of the obligations herein, including but not limited to installation, repair services, monitoring, fire inspections, or the failure of the System equipment in any respect whatsoever, or Bay's negligence then, Bay's liability shall be limited to a sum equal to the total of one half the annual payment or Fifteen Hundred Dollars (\$1,500.00), whichever is the lesser, as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this paragraph shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the obligations imposed by this agreement, or from negligence of Bay, its agents, assigns or employees. User may obtain a limitation of liability from Bay for a higher limitation of liability in lieu of the liquidated damages set forth above by paying an additional fee to Bay. If User elects this option, a rider will be added to this agreement which will set forth the amount of the limitation of liability and the amount of the fee. Agreeing to the limitation of liability does not mean that Bay is an insurer.
- 4. THIRD PARTY INDEMNIFICATION:** When User, in the ordinary course of business, has the property of others in its/his custody, or the System extends to protect property of others, User agrees to and shall indemnify, defend and hold harmless Bay, its employees and agents for and against all claims brought by parties, other than the parties to this agreement. This provision shall apply to all claims regardless of cause including Bay's performance or failure to perform and including defects in products, design, installation, monitoring, repair, service, operation or non-operation of the System whether based upon negligence, warranty, contribution, indemnification, strict or product liability on the part of Bay, its employees or agents, but this provision shall not apply to claims for loss or damage which occur while an employee or agent of Bay is on User's premises and are solely and directly caused by such employee or agent.
- 5. SUBROGATION:** So far as it is permitted by User's property insurance coverage, User hereby releases, discharges and agrees to hold Bay harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the User's premises whether said claims are made by User, his agents, or insurance company or other parties claiming under or through User. User agrees to indemnify Bay against, defend and hold Bay harmless from, any action for subrogation which may be brought against Bay by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees. User shall notify his insurance carrier of the terms of this provision.
- 6. USER DUTIES:** You will instruct all other persons who may use the System on its proper use. If a problem in the System occurs you will notify us. Authorities may not respond to an alarm, and/or you may be subject to a fine or penalty unless you have all necessary permits and licenses for the use of the System. You agree that we may disclose the information of the instructions to any governmental agency having jurisdiction over the use and operation of the System. You will notify us in writing of any change in your fire rating bureau or agency. User will give Bay access to all portions the premises necessary to conduct inspections and tests of the System.

7. INSTALLATION: User will permit Bay to install the System during Bay's normal business hours and will give Bay uninterrupted access to User's premises. User agrees to compensate Bay for any additional installation/service visits required as a result of cancellation, readiness or unavailability to Bay's current prevailing rate. User has approved the locations of where the control panel, audible devices and all protective devices will be installed. User has the affirmative duty to inform Bay, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Upon request, User will repair the premises (including fixing broken sprinkler system components) reasonably necessary to facilitate the installation and operation of the System. If asbestos or other health hazardous material is encountered during installation, Bay will cease work until User has, at User's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Bay's personnel. In no case shall Bay be liable for discovery or exposure of hidden asbestos or other hazardous material, and User shall indemnify and hold Bay and its employees harmless from any claims brought against Bay and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from User's premises. Bay is not responsible if the installation is delayed because of bad weather, labor disputes, unavailability of electrical power or telephone service, Acts of God or other reasons beyond Bay's control. After completion of the System, User and a Bay representative will inspect it. If something is missing or not properly installed you the User will notify Bay within ten (10) days, otherwise the System will have been accepted by User.

8. CHARGES, TAXES, and RATE INCREASES: All charges set forth herein are based upon existing federal, state and local taxes and utility charges, including telephone company charges, if any. Bay shall have the right at any time to increase the monthly charges provided herein, to reflect any additional taxes, fees or charges provided herein, or charges which hereafter may be imposed on Bay by any utility or governmental agency relating to the service(s) provided under the terms of this agreement and User agrees to pay the same. So that Bay may properly adjust its rates to meet changing service costs and notwithstanding the terms and conditions set forth herein after the expiration of one (1) year from the date of completion of installation and not more often than once each twelve (12) months, Bay may increase the monthly service charge by up to 1.5 times the current Bureau of Labor Statistics Consumer Price Index for all urban consumers (related areas) or if this index is discontinued a comparable index as measured from the date of this agreement to the effective date of the increase upon giving User notice in writing. The billing invoice setting forth the new charge shall be sufficient notice of the increase. Notwithstanding any other terms and conditions set forth in this agreement, so that Bay may properly adjust periodic charges to recover increases in its services costs which are not recovered by increase pursuant to paragraph above, at any time after the expiration of one (1) year from date of installation, Bay may increase the monthly service charge to an amount exceeding the charge provided in paragraph above upon giving the User notice in writing. The billing invoice setting forth the new charge shall be sufficient notice of the increase. If User is unwilling to pay such additional monthly charges imposed pursuant to this paragraph and Bay is unwilling to rescind the additional amount, User may terminate this agreement upon giving written notice to Bay within ten (10) days from the effective date of the increase. User's failure to notify Bay within said ten (10) days shall constitute User's consent to the increase pursuant to this paragraph.

9. ASSIGNEES/SUBCONTRACTORS OF BAY: Bay may transfer or assign this agreement to any other person or entity including any financial institution or alarm company. User may not transfer this agreement to someone else (including some-one who purchases or rents User's premises) unless Bay approves the transfer in writing. Bay may use subcontractors to provide installation, repairs, inspections, tests or monitoring services. This Agreement, and particularly paragraphs 3, 4 and 5, shall apply to the work or services Bay's assignees or subcontractors provide, and shall apply to them and protect Bay's assignees and subcontractors in the same manner as it applies to and protects Bay.

10. MONITORING SERVICE: When a signal from the System is received in Bay's Central Station, Bay will try to telephone the proper fire department or other emergency personnel and the first available person on the Emergency Notification List User gives us. You will notify us in writing of any changes in the instructions. . To avoid Unwanted Alarms, Bay may, where permitted or required by the Authority Having Jurisdiction, call User's premises first to determine if an actual emergency exists before Bay calls any authorities. If Bay has reason to believe that no actual emergency exists, Bay may choose not to place such notification calls. Bay may discontinue any part of this service if required to do so by governmental or insurance authorities. User acknowledges and agrees that both User and Bay are required to comply with all laws, rules and regulations regarding monitoring and alarm response enacted or adopted by the governmental authorities having jurisdiction over the System. User consents to the tape recording of all telephonic communications between Bay's Central Station and User's premises. Bay may charge User for non-emergency signals, use of premises keys or alarm response by Bay personnel. If Bay holds premises keys, it is hereby authorized to enter and make a visual inspection of the interior of the premises or protected area. User acknowledges that if Bay utilizes a digital communicator for the purpose of sending alarm signals from User's premises to Bay's Central Station, that the signals from User's System may be sent over a single phone line to Bay's Central Station and other telephone calls cannot be made when the System is activated including 911 emergency operator calls; and in the event User's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from User's System will not be received in Bay's Central Station during any such interruption and the interruption will not be known to Bay. User further acknowledges and agrees that signals are sent over telephone company lines which are wholly beyond the control and jurisdiction of Bay and are maintained and serviced by the applicable telephone company. User agrees to pay all charges for all telephone services connecting User's protected premises and Bay. User acknowledges that if Wireless Transmission becomes inoperative for any reason, signals will not be received in Bay's Central Station. User acknowledges that Wireless Transmission may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures or other conditions beyond the control of Bay.

11. EXCESSIVE ALARMS: In the event an excessive number of false alarms or service calls are caused by User or in the event User in any manner misuses or abuses the System, Bay may, in its sole discretion, deem same to be a material breach of contract on the part of User and, at its option, be excused from further performance upon the giving of ten (10) days written notice to User. Bay's excuse from performance shall not affect its right to recover damages from User. **User represents he fully understands that the equipment, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of Bay and which may cause the alarm to activate.** In the event a fine, penalty or fee is assessed against Bay or User by any governmental or municipal agency as a result of any alarm originating from User's premises, User agrees to be responsible for payment of all assessments and/or reimburse Bay for Bay assessments. Any or all such alarms shall not excuse any of the obligations of User as set forth in the agreement.

12. DISCONNECT POLICY: User hereby authorizes Bay to manually or automatically disconnect System if so ordered by a public official or regulation or for nuisance or electrical reasons or if Bay is unable to notify User at emergency numbers listed or if User declines or fails to arrive at premises within thirty (30) minutes after notification. User agrees to hold Bay harmless and to indemnify Bay for any damage, loss, or liability which may result from the turning off of the System.

13. CONTROL COMMUNICATOR: The control communicator is owned by Bay. User acknowledges and agrees that Bay reserves the right to access the digital control communicator by way of remote programming in order to perform diagnostics, change and/or update information, or disconnect service upon the termination or expiration of this agreement.

14. RENEWAL; ENTIRE AGREEMENT: It is understood and agreed by and between the parties hereto, that if there is any conflict between this agreement and User's purchase order or any other document or Bay literature, this agreement will govern, whether such purchase order or other document is prior or subsequent to this agreement unless expressly superseded or replaced by a subsequent agreement. In the event any provisions or parts of this agreement shall be unenforceable, the parties understand and agree that the remaining provisions and parts shall continue in full force and effect. There are no verbal understandings changing or modifying this agreement. If User cancels agreement before installation begins, User agrees to pay an administrative charge of 50% of the installation charge. We retain ownership in the System until the sales price is paid in full. If you fail to make any payment for the purchase of the System you empower us and will permit us to disconnect and remove the System or any part of it from your premises. In addition we may pursue any rights and remedies we may have as a secured creditor under the Uniform Commercial Code or pursue any other rights we may have under the law. Removal or disconnection of the System shall not be deemed a waiver of our rights to collect damages, and we shall be under no obligation to restore your premises to its original condition if we terminate the installation or remove the System or any part of it.

15. GOVERNING LAW: This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understandings or agreements of the parties; and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified in writing signed by the parties or their duly authorized agent. No waiver or breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach. User agrees that this agreement is performed in the state of California and shall be governed by the laws of California. User agrees that any and all legal proceedings will have Contra Costa County California as the exclusive place of venue.

16. LEGAL WAIVERS; JUDICIAL REFERENCE: Both parties hereby agree that no suit or action that relates in any way to this agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore. Both parties agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Bay in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Contra Costa County California, in accordance with the provisions of Sections 638, et seq and 641 through 645.1, and of the California Code of Civil Procedure, or their successor sections, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time.

17. IMAGING: User agrees that Bay may save and store all agreements and other documents executed by User in an electronic media and all such agreements and other documents shall be deemed to be, and may be used by Bay as, originals and shall be given the same force and effect as the paper-form original.

18. DEFAULT BY USER; EXPIRATION; TERMINATION: If any proceeding in bankruptcy, receivership, or insolvency shall be commenced by or against User or his property, or if User makes an assignment for the benefit of creditors, User and Trustee or Assignee appointed to take charge of User's assets shall elect within thirty (30) days to assume or reject this agreement. If assumed, the party assuming this agreement shall within sixty (60) days thereafter: (1) cure all defaults including payment of all amounts due, and (2) provide to Bay adequate assurances of the future performances. Bay shall have the right to terminate this agreement. If User defaults or cancels this agreement, or this agreement is terminated in whole or in part for any reason other than Bay's default, Bay shall be entitled to collect and User shall pay to Bay: (i) all amounts due to Bay for services performed and equipment provided through the termination date of the agreement, and (ii) all amounts to which Bay is entitled by law for the unexpired term of the agreement, including loss of profits. Thirty day written cancellation required. At the expiration or termination of this agreement for any reason, Bay is authorized to enter onto the premises of User and remove Bay's identification signs, decals, equipment and reprogram or otherwise modify the control communicator so that it will no longer communicate signals to Bay's Central Station.

19. BAY'S LICENSES: CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CA 95826.

PLEASE READ ENTIRE AGREEMENT

Bay Alarm Company – What Have You Got To Lose?



CONTINUATION PAGE

Page 1 of 1

User Name: AUSD WOOD MIDDLE SCHOOL

Address: 420 GRAND ST. City: ALAMEDA Zip: 94501

- | | | | | |
|------------------------|--------------------------|-------------------------|-------------------------|----------------------------|
| 1) Bay Alarm to Remove | 2) Bay Alarm to Relocate | 3) Bay Alarm to Install | 4) Bay Alarm to Connect | 5) Leave Balance of System |
|------------------------|--------------------------|-------------------------|-------------------------|----------------------------|

BAY ALARM TO PROVIDE:

NFPA 72 INSPECTIONS

BAYNET PLUS - ONLINE ACCOUNT MANAGEMENT

**BAY ALARM WILL ONLY MONITOR AND PROVIDE INSPECTIONS FOR THE SYSTEM. ANY SERVICE NEEDED FOR THE SYSTEM WILL BE PROVIDED BY OTHERS

**PRICING BASED ON PREVAILING WAGE RATES

**AUSD SUBCONTRACTOR TO SEND EVERY SIGNAL TO BAY ALARM CENTRAL STATION IN THE CORRECT FORMAT NEEDED

**BAY ALARM TO CHANGE THE INITIAL TERM OF THE AGREEMENT FROM 60 MONTHS TO 24 MONTHS AND MONTH-TO-MONTH THEREAFTER

**BAY ALARM HAS RECIEVED AN INSTALLATION AGREEMENT UNDER THE NAME OF AUSD WOOD MIDDLE SCHOOL

USER DESIRED NO ADDITIONAL PROTECTION AT THIS TIME, I.E. ADDITIONAL SMOKE DETECTORS

IF DEPOSIT IS NOT RECEIVED, BAY WILL SCHEDULE THE CONTRACT WORK/SERVICE ONCE THE DEPOSIT IS RECEIVED. IF FINAL PAYMENT IS NOT RECEIVED UPON COMPLETION OF CONTRACT WORK, BAY MAY ELECT NOT TO ACTIVATE THE SERVICE UNTIL FINAL PAYMENT IS RECEIVED. YOU STATE THAT YOU HAVE RECEIVED A COMPLETE COPY OF THIS AGREEMENT. ALL TERMS ON THE FOLLOWING PAGES, INCLUDING THOSE LIMITING BAY'S LIABILITY, AND ON ALL ATTACHMENTS ARE PART OF THIS AGREEMENT ---READ THEM BEFORE YOU SIGN

BAY ALARM COMPANY

[Signature]
Bay Representative Signature

USER'S SIGNATURE

[Signature]
Shariq Khidin (Jul 31, 2024 12:01 PDT)
Authorized Signature

07/31/2024

Date Signed



Private Fire Service Agreement

DATE 06/21/2024 FIRE SERVICE NO. F24037 SIZE OF SERVICE 8-inches

INSTALLATION COST \$33,162 TAP NO. D54971

ACCOUNT ESTABLISHMENT CHARGE \$67 ACCOUNT NO. _____

ALAMEDA UNIFIED SCHOOL DISTRICT

called the "Applicant", hereby agrees to the terms of this Agreement and applies to the East Bay Municipal Utility District ("District"), for a private fire service ("fire service") of the size specified at the following service address:

420 Grand Street, Alameda

A. THE FOLLOWING PROVISIONS APPLY TO ORIGINAL INSTALLATIONS ONLY:

1. The Applicant shall pay the applicable charge set forth in Schedule E of the Schedule of Rates and Charges, and any front foot charge prior to any performance by the District. No portion of these charges is refundable to the Applicant.
2. The fire service will be installed within the public right of way, either inside the curb or behind the sidewalk. Fire services are NOT installed at or inside the property line, notwithstanding any plans submitted by the Applicant depicting the proposed fire service location.
3. The fire service and all equipment appurtenant thereto, to and including the meter, shall be and become the sole property of the District.
4. The time of installation or maintenance of the private fire service by the District shall be determined by the District on the basis of its overall scheduling requirements and needs, taking into account such factors as the availability of work crews, materials, equipment, other commitments and contracts of the District, and emergency jobs or installations. Questions of overall District priorities shall be determined by the District.
5. This Agreement is subject to any present or future superior obligation of the District to divert and use any or all of the material covered hereby prior to installation or any such obligation as may affect District maintenance after installation. It is also subject to any present or future government regulations, Federal or State, regulating the use of, or establishing priorities for, any of the material hereunder.
6. In the event that Applicant fails to prepare the job site, or otherwise causes delay, such that the installation is not commenced within 90 days of the date signed below by the District, Applicant expressly agrees to pay any additional charges then in effect for private fire service installations. It is further understood and agreed that the District shall have no obligation to install fire services as herein provided until said additional charges have been paid in full.

B. THE FOLLOWING PROVISIONS APPLY TO BOTH ORIGINAL AND EXISTING INSTALLATIONS:

7. The Applicant agrees to abide by the District's regulations and schedule of charges in force, and those that may be adopted, during the time service is rendered to Applicant at the service address. The Applicant also agrees to pay all statements for such service.
8. The fire service shall be used only for the purpose of extinguishing accidental fires (which shall include any of incendiary origin) and testing the fire prevention system, and no connections of any kind whatever, other than those to the automatic sprinkler system and to hydrants and hose reels, shall be made or permitted to be made to the pipes providing said service.
9. No cross connection shall be made or permitted to be made between the fire service connection and pipes connected with the consumer's private source or any other source of water supply. Double check valves shall be installed by the Applicant in accordance with designs to be furnished by the District in all cases where another source of water is available or where there is danger of backflow of sewage or other liquids into the District's water system.

10. Where fire department pumping connections are used in conjunction with the fire service installation, a single check valve of a design acceptable to the District will be required.
11. No charge will be made for water used through the private fire service for extinguishing accidental fires. Any water lost through leakage, water used for system testing, or water used in violation of the District's Regulations shall be paid for by the Applicant at the current water service rate for general use, and these uses could be subject to a potential penalty as may later be established by the District. Water may be obtained at the current rate for occasional filling of tanks through the private fire service, provided the District is notified in advance and there is an approved method of measurement.
12. The District's responsibility for maintenance of the fire service lateral ends at the discharge side of the detector check meter. The Applicant shall report to the District any conditions, within his or her knowledge, requiring maintenance or repair of the District's facilities.
13. In the event that contaminants are known to be present or encountered during installation or maintenance of the private fire service, Applicant shall provide all related documentation available to Applicant, including site sampling results. If the District determines that the contamination could pose a hazard to District employees, adversely affect water quality or subject the District to extra cost and liability related to trench spoils disposal, the Applicant shall remediate the site. The District will require a legally sufficient, complete and specific written remedial plan establishing the methodology, planning and design of all necessary systems for the removal, treatment, and disposal of all identified soil and/or water contaminants, including hazardous substances and/or petroleum products or by-products prior to accepting this Agreement, and the remediation plan must be carried out before installation of the private fire service. Applicant shall be solely responsible for the costs of all activities related to said removal, treatment, and disposal of contaminated soil.
14. Applicant expressly agrees to indemnify, defend, and hold the District, its Directors, officers, employees, and agents free and harmless from and against any and all loss, liability, expense, costs, claims, demands, suits and damages, including attorneys' fees, related to the removal, treatment, and/or disposal of contaminated soil and/or water within the job site, including soil and/or water contaminated with hazardous substances and/or petroleum products or by-products, and any additional costs caused by or related to the removal, treatment, and disposal of contaminated soil and/or water.
15. Archaeological Resources: "Archeological resources" consist of prehistoric and historic-era archaeological resources. Prehistoric archaeological resources consist of Native American village sites, temporary camps, lithic scatters, roasting pits/hearths, milling features, petroglyphs, rock features, and burials. Associated artifacts include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil ("midden") containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs). Historic-era archaeological resources consist of townsites, homesteads, agricultural or ranching features, mining-related features, refuse concentrations, and features or artifacts associated with early military and industrial land uses.
16. In the event that Applicant knows or has reason to know that archaeological resources are present prior to installation or maintenance of the services or hydrants, Applicant shall provide the District with all related documentation available to Applicant, including archaeological resource documentation and records search results. The District will require Applicant to submit a legally sufficient, complete and specific written archaeological management plan prior to beginning installation or maintenance of the service or hydrant. The Applicant is responsible for development of the archaeological management plan before service or hydrant installation and implementation of the plan during service or hydrant, as applicable, before and during installation.
17. In the event that archaeological resources are encountered during installation or maintenance of the service or hydrant by the District, all activities shall immediately cease at the location of discovery and within 100 feet of the discovery. The Applicant shall be responsible for retaining a qualified archaeologist to inspect the findings within 24 hours of discovery. If it is determined that continuing the pipeline installation could damage a historical resource as defined by CEQA (or a historic property as defined by the National Historic Preservation Act of 1966, as amended), construction shall cease in an area determined by the archaeologist until an archaeological management plan has been prepared and implemented to the satisfaction of the archaeologist and, in the event the site is a Native American heritage site, any Native American representative identified by the Native American Heritage Commission. The archaeologist (and Native American representative) will determine when construction by the District can resume.
18. Applicant shall be solely responsible for all costs of activities related to the discovery, disturbance, removal and/or relocation of any archeological resources.
19. Applicant expressly agrees to indemnify, defend, and hold the District, its Directors, officers and employees free and harmless from and against any and all loss, liability, expense, costs, claims, suits and damages, including attorneys'

fees arising out of or related to the discovery, disturbance, destruction, removal, and/or relocation of archaeological resources, including Native American human remains and culturally significant artifacts, including any additional construction costs related to or resulting from the discovery, disturbance, removal, and/or relocation of archaeological resources.

20. The fire service will be connected to the District's general distribution system and will be subject to variations of water pressure and flow, temporary shutdowns occurring in the operation of the system, and interruption of system operations, and the District shall be in no way responsible for loss or damages sustained due to such variations, temporary shutdowns, and/or interruptions. By executing this Agreement, Applicant expressly agrees to indemnify, defend, and hold the District, its Directors, officers and employees free and harmless from and against any and all claims, loss, liability, expense, costs, demands, suits and damages, including attorneys' fees arising out of or in any way related to variations in water pressure and flow and/or temporary shutdowns or interruptions in the water distribution system connected to said fire service.
21. The availability of the fire service is limited to only one demand flowing at a time (i.e., either the private fire hydrant or private fire sprinkler flow). The Applicant is responsible for meeting any fire flow requirements beyond the private fire service location. The District does not guarantee or represent, and the Applicant does not request, that a specific or certain minimum water pressure or volume of water will be available through said service at any time or times.
22. In the event of a violation of any provision of this Agreement, the District may disconnect or remove the fire service in accordance with applicable regulatory authority, and in such event the District shall not be in any way liable for loss or damage sustained due to such action. Applicant further acknowledges that the District may terminate the fire service in the event that the periodic charges therefore are unpaid and the account delinquent.
23. Applicant expressly agrees that, in the event of disconnection, removal or termination of the fire service for any reason, including but not limited to termination due to Applicant's breach of a provision of this Agreement or non-payment of a delinquent account or due to Applicant's request to terminate service, Applicant shall indemnify, defend, and hold harmless the District, its directors, officers and employees from and against any and all loss, liability, expense, costs claims, demands, suits and damages, including attorneys' fees arising directly or indirectly from or related to the disconnection, removal, or termination of said fire service.
24. The District does not represent or warrant that the private fire service will prevent any loss by fire or otherwise; or that the service will in all cases provide the protection for which it is installed or intended. Applicant acknowledges that Applicant assumes all risk of loss or damage to Applicant's premises or to its contents; that the District has made no representation or warranties, nor has Applicant relied on any representations or warranties, expressed or implied, except as set forth herein; that Applicant has read and understands, particularly paragraphs 19 and 20 of this Agreement which set forth the District's obligation and maximum liability in the event of any loss or damage to Applicant.
25. Applicant and the District agree that the District is not an insurer. It is the responsibility of the Applicant to maintain appropriate insurance. Any insurance procured and maintained by Applicant shall be at the Applicant's sole cost and expense. Charges for a private fire service hereunder and as established in the District's rules and regulations and rate schedules produce but nominal revenues for the District and are based solely upon the costs of the services provided, and are unrelated to the value of the Applicant's property or the property of others located in Applicant's premises. The amounts payable by the Applicant are not sufficient to warrant the District's assumption of any risk of consequential or other damages to the Applicant due to the adequacy of the private fire service. The Applicant hereby agrees that they do not desire this Agreement to provide for the liability of the District and Applicant understands that the District shall not be liable for loss or damage due directly or indirectly to the adequacy of the fire service.
26. Applicant understands and agrees that this Agreement shall not be terminated or cancelled, and Applicant shall not be released from any obligation provided herein, until a new private fire service agreement has been executed. This Agreement is not assignable without the written consent of the District. Applicant expressly acknowledges that the District has no duty to provide fire service to a successor of Applicant. The Applicant agrees to notify the District when any change of customer is pending or takes place and to advise his successor regarding Section 5 of the District's REGULATIONS GOVERNING WATER SERVICE which states in part: "Each successor is required to enter into an agreement before service will be granted. Until a new private fire service agreement has been executed, the District shall not in any manner be responsible nor have any duty to provide service to a successor."
27. The existence of decorative paving overlying the District's fire service and water main shall in no way affect the District's right to repair, replace or otherwise maintain said facilities in a manner deemed appropriate by the District. The District has no responsibility for maintaining such paving and shall not repair or replace it in the event that it is removed or damaged by the District as a result of installation or maintenance activities related to the fire service. Applicant expressly agrees to indemnify, defend and hold the District, its Directors, officers, and employees free and harmless from and against any and all loss, liability, expense, costs, claims, suits and damages, including attorneys'

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Increase in Meeting Stipend for Board of Education Members

Item Type: Action

Background: A Board member referred this item to be added to the agenda for Board action.

Currently, Board of Education members receive a \$126 stipend per meeting, not to exceed \$252 a month. Board Bylaw 9250 allows the Board to vote to increase the amount they receive per meeting beyond the established \$252/month by no more than 5% .

Board Bylaw 9250 allows the Board to request this action on a yearly basis. Prior to August 2023, the AUSD Board hadn't taken action to increase the stipend rate in the last 15 years and possibly longer (*records going back further than 2008 were not readily available at the time this agenda was posted*).

Increasing the stipend by 5% would raise the total Board members receive per meeting by \$6, for a per meeting total of \$132.30.

Below is relevant language from Board Bylaw 9250:

Bylaw 9250: Remuneration, Reimbursement And Other Benefits

Each member of the Governing Board may receive the maximum monthly compensation as provided for in Education Code 35120.

On an annual basis, the Board may increase the compensation of Board members beyond the limit delineated in Education Code 35120 in an amount not to exceed five percent based on the present monthly rate of compensation. (Education Code 35120)

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): This increase will cost \$600/year.

Recommendation: Other

This item was added to the agenda by Board Member referral.

AUSD Guiding Principle:

Submitted By: Board Member Referral

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Individual Service Agreements (ISAs) with Non-Public Schools and Non-Public Agencies

Item Type: Consent

Background: Each year, Alameda Unified School District's Special Education Department executes "Master Contracts" with Non-Public Schools and Non-Public Agencies to support the Special Education Department. Through the year, Individual Service Agreements (ISAs) are entered into under these "Master Contracts" that allocate funds for services required to provide support to AUSD students in accordance with the Individuals with Disabilities in Education Act (IDEA).

Below are details of contracts executed and attached to this agenda item.

(Fund 01) Individual Services Agreement between AUSD and A Better Chance School for a total of \$16,853.00.

(Fund 01) Individual Services Agreement between AUSD and A Better Chance School for a total of \$114,600.50.

(Fund 01) Individual Services Agreement between AUSD and A Better Chance School for a total of \$95,177.00.

(Fund 01) Individual Services Agreement between AUSD and Anova Center for Education for a total of \$10,530.00.

(Fund 01) Individual Services Agreement between AUSD and Anova Center for Education for a total of \$69,930.00.

(Fund 01) Individual Services Agreement between AUSD and Bayhill High School for a total of \$55,200.00.

(Fund 01) Individual Services Agreement between AUSD and Bayhill High School for a total of \$65,604.00.

(Fund 01) Individual Services Agreement between AUSD and CEID for a total of \$95,355.22.

(Fund 01) Individual Services Agreement between AUSD and CEID for a total of \$68,550.48.

(Fund 01) Individual Services Agreement between AUSD and Elizabeth Isono for a total of \$2,025.00.

(Fund 01) Individual Services Agreement between AUSD and Greenacre Homes & School Inc. for a total of \$275,986.90.

(Fund 01) Individual Services Agreement between AUSD and Greenacre Homes & School Inc. for a total of \$23,023.90.

(Fund 01) Individual Services Agreement between AUSD and Greenacre Homes & School Inc. for a total of \$17,681.72.

(Fund 01) Individual Services Agreement between AUSD and Irene M. Hunt School for a total of \$69,674.92.

(Fund 01) Individual Services Agreement between AUSD and North Valley School for a total of \$42,397.00.

(Fund 01) Individual Services Agreement between AUSD and Oak Hill School for a total of \$77,539.00.

(Fund 01) Individual Services Agreement between AUSD and Oak Hill

School for a total of \$101,803.80.

(Fund 01) Individual Services Agreement between AUSD and Pine Health for a total of \$70,560.00.

(Fund 01) Individual Services Agreement between AUSD and Pine Health for a total of \$100,800.00.

(Fund 01) Individual Services Agreement between AUSD and Pine Health for a total of \$69,120.00.

(Fund 01) Individual Services Agreement between AUSD and Pine Health for a total of \$86,400.00.

(Fund 01) Seven (7) Individual Services Agreements between AUSD and Pine Health for \$60,480.00 each for a total of \$423,360.00.

(Fund 01) Four (4) Individual Services Agreements between AUSD and Pine Health for \$80,640.00 each for a total of \$322,560.00.

(fund 01) Individual Services Agreement between AUSD and Rising Star Academy for a total of \$188,059.00.

(Fund 01) Individual Services Agreement between AUSD and Ro Health for a total of \$3,726.00.

(Fund 01) Individual Services Agreement between AUSD and Ro Health for a total of \$90,300.00.

(Fund 01) Individual Services Agreement between AUSD and Ro Health for a total of \$93,884.00.

(Fund 01) Individual Services Agreement between AUSD and Seneca Family of Agencies for a total of \$16,687.00.

(Fund 01) Individual Services Agreement between AUSD and Seneca Family of Agencies for a total of \$1,270.00.

(Fund 01) Individual Services Agreement between AUSD and Seneca Family of Agencies for a total of \$10,971.00.

(Fund 01) Individual Services Agreement between AUSD and Seneca Family of Agencies for a total of \$55,908.00.

(Fund 01) Individual Services Agreement between AUSD and Seneca Family of Agencies for a total of \$51,708.00.

(Fund 01) Individual Services Agreement between AUSD and Seneca Family of Agencies for a total of \$8,774.00.

(Fund 01) Individual Services Agreement Amendment No. 2 between AUSD and Spectrum Center for an increase of \$791.61 for a new total of \$64,334.61.00

(Fund 01) Individual Services Agreement between AUSD and Star Academy for a total of \$91,394.14.

(Fund 01) Individual Services Agreement between AUSD and Star Academy for a total of \$50,809.68.

(Fund 01) Individual Services Agreement between AUSD and Star View Behavioral Health for a total of \$64,587.50.

(Fund 01) Individual Services Agreement between AUSD and Telos Academy for \$32,830.00 and Amendment No.1 for \$104,226.00 for a final total of \$137,056.00.

(Fund 01) Individual Services Agreement between AUSD and The Phillips Academy for a total of \$62,056.00.

(Fund 01) Individual Services Agreement between AUSD and The Phillips Academy for a total of \$83,040.00.

(Fund 01) Individual Services Agreement between AUSD and The Phillips Academy for a total of \$88,920.00.

(Fund 01) Individual Services Agreement between AUSD and The Phillips

Academy for a total of \$81,808.00.

(Fund 01) Individual Services Agreement between AUSD and The Springstone School for a total of \$40,500.00.

(Fund 01) Individual Services Agreement between AUSD and The Springstone School for a total of \$40,500.00.

For reasons of confidentiality, the contracts for non-public schools and non-public agencies with student specific information are not uploaded to this item, and will be maintained in the Special Education Department for review upon request.

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

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): See attached non-confidential contract(s) for detailed expenditures.

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

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Memorandum of Understanding with Colleges and Universities for Student Teacher, School Psychologist, Counselor, and Administrative Interns

Item Type: Consent

Background: The District enters into yearly contracts and partnerships with Universities' Departments of Education to provide a professional preparation program for student teacher, school psychologist, counselor, and administrative intern candidates. These programs are a benefit to the District and enable student teachers and intern candidates to continue vital training. The programs which seek to establish partnerships are:

- Academy of Art University Student Teaching MOU
- St. Mary's Kalmanovitz School of Education Teacher, Counselor, and Psychologist Intern MOU
- St. Mary's Kalmanovitz School of Education Student Placement MOU
- University of San Francisco Teaching and Counseling MOU
- University of San Francisco Teaching, Counseling, and Administrative Intern MOU
- Cal State East Bay Teacher Intern MOU

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation:

AUSD Guiding Principle:

Submitted By: Timothy Erwin, Assistant Superintendent, Human Resources

ATTACHMENTS:

	Description	Upload Date	Type
☐	Academy of Art University Student Teaching MOU	8/7/2024	Backup Material
☐	St. Mary's Kalmanovitz School of Education Teacher, Counselor, and Psychologist Intern MOU	8/7/2024	Backup Material
☐	St. Mary's Kalmanovitz School of Education Student Placement MOU	8/7/2024	Backup Material
☐	University of San Francisco Teaching and Counseling MOU	8/7/2024	Backup Material

- ▣ University of San Francisco Teaching, Counseling, and Administrative Intern MOU 8/7/2024 Backup Material
- ▣ Cal State East Bay Teacher Intern MOU 8/7/2024 Backup Material

STUDENT TEACHING AGREEMENT MOU

This agreement, effective on **August 14, 2024**, made by and between Academy of Art University, a California privately-owned art university (the "University"), and (**Alameda Unified School District**) (the "District"), is with reference to the following facts:

ARTICLE 1: RECITALS

I.1 Section 35160 of the California Education Code provides that the governing board of any school district may initiate and carry on any program or activity or may otherwise act in any manner which is not in conflict with, or inconsistent with, or pre-empted by, any law and which is not in conflict with the purposes for which school districts are established.

I.2 An agreement by a school district to provide student teaching to a Teacher Candidate enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (the "Commission") is not inconsistent with the purpose for which school districts are established.

1.3 The University is accredited by the Western Associate of Schools and Colleges, and its education credential programs have been approved by the Commission.

1.4 The University desires that the District provide student teaching to Teacher Candidates enrolled in the University's teacher training curricula. Accordingly, the District agrees to provide such student teaching experience based on the terms and conditions specified in this agreement.

ARTICLE 2: DEFINITIONS

2.1 "Teacher Candidate" shall refer to a student enrolled in a program at the University that is approved by the Commission and which leads to a Preliminary Teaching Credential.

2.1 "Cooperating Teacher" shall refer to an employee of the District holding a valid, clear teaching credential issued by the Commission, typically with three or more years of teaching experience.

2.2 "Student Teaching" shall refer to the active participation by a Teacher Candidate in the duties and functions of classroom teaching under the direct supervision and instruction of one or more Cooperating Teachers.

2.3 "Student Teaching Assignment One" refers to Student Teaching experiences scheduled over the course of eight weeks. Student Teaching Assignment One shall satisfy all requirements of the Commission for CalTPA Cycle 1.

2.4 "Student Teaching Assignment Two" refers to Student Teaching experiences scheduled over the course of eight weeks, including full days and after-school events. Student Teaching Assignment Two shall satisfy all requirements of the Commission as the Culminating Teaching Experience and CalTPA Cycle 2.

2.5 "Semester Unit" shall refer to the amount of academic credit earned by a Teacher Candidate through successful course completion, as determined by the University. Article 2.4 defines Student

Teaching Part One as three(3) academic credits. Article 2.5 describes Student Teaching Part Two as six (6) academic credits.

ARTICLE 3: TERMS AND CONDITIONS

3.1 District's Obligations. The District shall provide Teacher Candidates with Student Teaching in schools and classes of the District under a Cooperating Teacher's direct supervision and instruction. Further, the District agrees to:

- A. Provide Teacher Candidates with such experience and observational opportunities as are of educational value.
- B. Do its best to provide adequate classroom and conference room space
- C. Permit the use of its parking, cafeteria, and other general use facilities in District- approved manners and during District-approved times.
- D. Provide emergency care and first-aid treatment to Teacher Candidates needing such care. In addition, the district may, upon request, require that any Teacher Candidate returning from an absence due to illness or injury be cleared by a physician before resuming Student Teaching.

3.2 Selection and Termination of Teacher Candidates. The University will be responsible for the selection of Teacher Candidates. From time to time, the University and the District shall confer and agree on the number of Teacher Candidates assigned to the District for Student Teaching. The District, at its sole discretion, may refuse to accept or terminate any Teacher Candidate assigned to the District for Student Teaching based upon its good faith determination that the Teaching Candidate is not performing to the standards of the District. Upon written notification by the District, the University shall promptly terminate the Teacher Candidate's assignment to the District.

3.3 Applicability of University Policies. Teacher Candidates shall be subject to the rules, regulations, and policies of the University and District, including recognizing the confidential nature of information regarding students and their records.

3.4 Unit Determination. The University shall determine the number of units of Student Teaching each Teaching Candidate shall receive. Teacher Candidates shall be eligible for more than one Student Teaching Assignment at the District.

3.5 Cooperating Teacher Stipend. The University shall pay a stipend of \$250 per Cooperating Teacher upon the culmination of the student teacher's position at the school. The District agrees that issuing the stipend to a Cooperating Teacher supervising one or more Teacher Candidates will not render the Cooperating Teacher an employee or agent of the University.

3.6 Invoice Procedure. Within 30 days following the completion of any Student Teaching Assignment or Practicum Assignment, the Cooperating Teacher shall complete an invoice upon successful completion of the student teaching semester. The University shall pay the stipend to the Cooperating Teacher within 30 days following the date the District's invoice is received.

3.7 Insurance. The District will obtain and maintain a broad form commercial general liability insurance policy with an overage of at least \$3,000,000 for each occurrence. The District will provide

the University with proof of such insurance upon execution of this Agreement. In addition, for purposes of this Agreement, the District and the University will each provide workers' compensation insurance coverage for their own employees.

3.8 Termination of Student Teaching Assignment. If a Student Teaching assignment is terminated before completion, the District shall receive reimbursement of costs at the rate provided in Article 3.5, pro-rated to the nearest completed hours.

3.9 Representation. The University represents that all Teacher Candidates assigned to the District for Student Teaching are validly enrolled in a University credential program approved by the Commission. The University makes no other representation, express or implied, about or assumes any responsibility for the Teacher Candidate's fitness or qualification to participate in the Student Teaching or a Teacher Candidate's conduct or performance during Student Teaching. Nothing in this agreement shall be construed as a delegation by the District to the University or an assumption by the University of any of the District's duties and responsibilities for the operation and supervision of the schools, classes, students, or teachers of the District. The District does not imply, suggest, or guarantee offers of employment to Teacher Candidates after Student Teaching in the District.

3.10 Clearance Clause. The University shall provide a Certificate of Clearance from the California Commission on Teacher Credentialing to the District upon request, if available. In addition, the District requires fingerprints, TB Health Clearance, DOJ and FBI Clearance, and mandated trainings.

3.11 Cooperation. The District and University agree to cooperate in the investigation and disposition of audits, per review matters, disciplinary actions, and third-party liability claims arising from this Agreement. The parties intend to fully cooperate in the disposition of all such audits, actions, or claims. Such cooperation may include, but is not limited to, joint investigation, defense, disposition of claims, and making witnesses and documents available; provided, however, that nothing shall require either party to disclose any peer review documents, records, or communications which are subject to any privilege under California Evidence Code or other state and federal law, including but not limited to, the Attorney-Client Privilege or under Attorney Work-Product Privilege.

ARTICLE 4: GENERAL PROVISIONS

4.1 Term. This Agreement shall commence as of the aforementioned effective date and shall continue until either party gives the other party written notice of its intent to terminate the Agreement. The Termination of the Agreement shall be effective upon the date specified in such written notice. Provided however, all Teacher Candidates receiving Student Teaching from the District as of the date of such notice shall be permitted to complete their Student Teaching Assignment, so long as said the Teacher Candidate is not the cause of the termination of the agreement.

4.2 Non-Discrimination. The District and University agree that they shall not employ discriminatory practices in the performance of this Agreement that is prohibited by law, including but not limited to discrimination on the basis of ethnicity, race, national origin, ancestry, religion,

sex, sexual orientation, age, or disability.

4.3 Indemnification. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the Agreement.

4.4 Attorney's Fees. In the event any party hereto commences litigation for the interpretation, specific performance, or damages for the breach of this Agreement, the prevailing party shall be entitled to a judgment or award against the other in an amount equal to reasonable attorney's fees and expenses incurred, together with all other appropriate legal or equitable relief.

4.5 Notices. All notices, demands, or other communications given under this agreement shall be in writing and shall be deemed to have been duly provided as of the second business day after mailing by United States mail, postage prepaid and addressed to the addresses on the final page hereof, or to such other address or such other person as any party hereto shall designate in writing to the other such purposes. Personal delivery of such notice, demand, or communication may also be made to the above-described addresses and shall be deemed given as of the date of such delivery.

4.6 Integration Clause. This Agreement contains the entire agreement between the parties relating to the transactions contemplated and hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. Accordingly, no modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

4.7 Severability. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceable, or invalid pact, term, or provision shall be deemed not to be a part of this agreement.

4.8 General Provisions. This Agreement (i) shall be binding upon and ensure to the benefit and be enforceable by the parties hereto, and their respective legal representatives, successors, or assignments, (ii) may be executed in any number of counterparts, each of which may be deemed to be an original, but all of which together shall constitute one of the same instrument, (iii) shall be construed and enforced in accordance with the law of the State of California, and (iv) has been executed as (**Alameda Unified School District**) as of the last date set forth below:

Dated: 8/14/2024

Dated: _____

Academy of Art University,
A California Privately-Owned Art University

District: _____

By: *Lynda Craft*

By: _____

Name: Lynda Craft

Name: _____

Title: Vice President of Financial Aid and Compliance

Title: _____

-

For contract or contract return:
Department of Human Resources
Academy of Art University
79 New Montgomery Street,
San Francisco, CA 94105

STUDENT TEACHING PLACEMENT, COOPERATION, AND EXPECTATIONS

PLACEMENT AND COOPERATION

The placement of student teaching candidates is a team process. The goal is to provide optimal preparation for student teaching candidates within the requirements and needs of the agencies (i.e., state, district, and university) and people involved. The process requires the cooperation and understanding of the student teaching candidate, cooperating teacher, school administrators, and the Academy of Art supervisor. Designing, coordinating, implementing, and evaluating a student teaching experience can profoundly impact the student teacher and the future of the education profession. The district and Art U's joint professional responsibility is to support and train our future educators.

MEMORANDUM OF UNDERSTANDING (MOU)

The placement process includes an MOU to help clarify operational understanding and address specific state, university, and district needs. Some of the Commission on Teacher Credentialing (CTC) requirements include grade level, Title 1, and diversity experiences. Other factors may include the availability of Cooperating teachers, professional insurance/liability coverage, and the logistical needs of the districts, students, and AAU supervisors.

IDENTIFICATION OF COOPERATING MENTOR TEACHER

The district will take the lead by working collaboratively with the Art U Director of Art Education in identifying exemplary teachers to serve as cooperating teachers to work directly with student-teacher candidates.

EXPECTATIONS

The following are basic expectations and understandings for the principal, cooperating teacher, student teacher, and university supervisor.

SITE ADMINISTRATION – PRINCIPAL

The principal is critical in setting expectations and the tone for a student teaching experience. The principal:

1. Identifies and encourages exemplary teachers to participate in the student teaching program as cooperating teachers.
2. Helps orient student teachers to their school's philosophy, policies, expectations, and regulations and to the building staff and community.
3. Ensures a student teaching assignment that includes at least one English Language Learner (ELL) and at least one student with Special Needs.
4. Observe and assist student teachers in the same manner as regular faculty, using district forms as appropriate.
5. Utilizes the student teachers as a substitute teacher only in emergency situations.
6. Notifies the cooperating teacher and the university supervisor of any difficulties experienced in relation to the student teaching program and assists in resolving any problems.

COOPERATING MENTOR TEACHER (CMT)

Effective cooperating teachers successfully combine the knowledge and understanding of classroom teaching with a prospective teacher's skilled guidance and direction. As a critical person in assuring a successful student-teacher program, the cooperating teacher is responsible for the following:

A. Orientation

1. Being familiar with the TPEs and TPAs
2. Contacting the assigned Art U student teacher through a personal meeting or by phone
3. Preparing class and students for a student teacher
4. Creating a physical sense of belonging by providing the student teacher with a workplace and supplies: textbooks, handbooks, schedule, seating charts, and (if appropriate) keys.
5. Alerting the student teacher to school and room policies and routines: dress code, location of restrooms, teachers' lounge, cafeteria, and safety protocol.
6. Orienting the student teacher to current and projected units of study and the corresponding district and state standards.
7. Being familiar with and cooperating with Academy of Art University class requirements related to student teaching.

B. Supervising Duties and Guidance

1. Facilitate student teacher's gradual induction into teaching by:
 - a. Providing opportunities to observe a variety of appropriate teaching methods.
 - b. Discussing the subject areas in which they feel most confident and allowing them to teach in these areas first.
 - c. Working out a subject timeline and tentative schedule enables the student teacher to move gradually into a full teaching schedule and provide for a gradual but rather rapid tapering off towards the end of the experiences so that the student teacher is fully in charge by the last day.
 - d. Clarifying the student teacher's responsibility for making lesson plans, securing and organizing appropriate materials, and other activities.

2. Early in the experience, allow the student teacher to teach targeted lessons that include and introduce modeling, student practice, monitoring, assessment, multiple transitions, and self-reflection.
3. Provide the opportunity for the student teacher to experience using office and classroom equipment/technology, publisher materials, learning kits, and other equipment and materials available for teaching.
4. Help the student teacher plan lessons, including assessments and classroom management processes, discussing areas of strength and potential challenges in lessons, particularly related to the class's specific culture and learning needs.
5. Avoid interrupting the student teacher's lesson to enforce discipline, and expect the student teacher to handle it.
6. Keep communication open. Discuss often; encourage questions from the student teacher; talk with them as co-teachers. There should be a minimum of 60 minutes of discussion and debriefing time per week. Set aside time daily and weekly for this purpose.
7. Focus the student teacher on outcomes. For example: Did the lesson achieve the outcome desired? How do you know? What went well? What could be improved?
8. Share ideas, observations, and responsibilities; respect the student teacher's opinions. Encourage them to be creative; allow researchable freedom to carry out ideas.
9. Create space in the curriculum schedule for four weeks of solo instructional opportunities for the candidate.
10. Acquaint the student teacher with the school's testing program and any state-required testing.
11. Acquaint the student teacher with family/parent conferences, Individualized Education Plan (IEP), 504, and Student Support Plan (SST) processes, and other aspects of the classroom, school, and district communication and student support processes.
12. Make arrangements for the student teacher to observe or work with other teachers, classrooms, and grade levels if appropriate.
13. Arrange for some experience of playground, lunchroom, or hall duty (if applicable) under the supervision of the regular supervisor.
14. Invite the student teacher to participate in all activities: PTA, class planning, staff meetings, and projects.

C. Evaluation

1. Take notes during early teaching observations; schedule regular conferences (recommended at least weekly) to discuss areas of strength and improvement for a lesson; give oral and written feedback.
2. Provide regular feedback about daily lessons and lesson plans.
3. Provide the teacher with two formal evaluations (midpoint and final) using the forms provided by the Academy of Art University supervisor.
 - a. Discuss ratings with the student teacher.
 - b. Discuss ratings with the university supervisor.
 - c. Email a copy of the completed evaluation to the Academy of Art University supervisor within five days of completing each evaluation.

CANDIDATE – STUDENT TEACHER

Student teaching is intended to help candidates transition from being a university student to assuming a role as a professional teacher. It necessitates applying the theories and practices a candidate has learned to the actual task of educating others.

Since student teaching is designed to be a learning experience, candidates should expect to grow gradually in the competencies required to be successful in teaching. In order to grow, candidates are free to try out the theories learned and the ideas reflected upon in field experiences and coursework; candidates must be free to make mistakes. Freedom, as applied here, means freedom under the guidance of the cooperating teacher, whose first duty is to the students and families guarding the excellence of education.

As a student teacher, candidates should interpret the comments and recommendations of everyone who assists them as suggestions for growth, not as personal criticism. Candidates will make mistakes but can learn from them as well as from successes as they grow in personal and professional competence.

Student teaching will tax the candidate's physical and emotional energy and will be very time-consuming. Therefore, they should plan ahead for a manageable class load with minimal outside activities and responsibilities.

A. Professionalism

1. Maintain the highest standards of courtesy, cooperation, and grooming/dress. Do more than meet expectations; EXCEED district standards. Standards of professionalism, including grooming and dress, can be interpreted by the Academy of Art University Supervisor.
2. Exhibit organization, initiative, enthusiasm, responsibility, and adaptability.

B. School

1. Be familiar with the school teaching site, the school community, and the school's social services, programs, and personnel. Introduce yourself to the office staff and staff around the campus.
2. Become acquainted with and support the school district's philosophy, policies, channels of authority, classroom procedures, and co-curricular activities.

C. CMT

1. Work closely with the CMT, recognizing and respecting the position and authority of the teacher. Assume only the authority delegated.
2. Notify the CMT of absences. Get appropriate phone numbers.
3. Arrange a time for regular observations and conferences with the CMT.
4. With the guidance of the University supervisor and CMT, gradually undertake a full teaching load; begin by teaching small groups/short lessons. Continue close observations of students, detecting and becoming sensitive to individual characteristics.
5. Coordinate with the CMT to participate in extracurricular and professional activities such as staff meetings, in-service sessions, meetings with parents, lunchroom, and hall duties.

D. Observations

1. Before each observation, provide the observer with a lesson plan, handouts, and a seating chart that identifies all students and specifies the EL and students with special needs.
2. Meet with the observer to debrief and reflect on the observation.
3. Complete a lesson reflection.

Academy of Art University SUPERVISOR

The Academy of Art University Supervisor is an essential specialist in the student teaching process. Many supervisors have taught for several years in public schools and have been school administrators and/or university professors. They are also familiar with the Teaching Performance Expectations (TPEs) and Teacher Performance Assessments (TPAs).

A university supervisor will be assigned to every student teacher. The supervisor is a critical liaison between the school and the university. The student teacher, CMT, and supervisor should collaborate to support the student teaching experiences. It is understood that the Mentor Teacher's primary responsibility is to facilitate the effective instruction and learning of their students. In that effort, early identification of strengths and the growth areas of the candidate is critical.

University supervisors are not just observers and evaluators. They are instructional resources, facilitators, and support for the candidate and CMT.

A. Orientation

1. The supervisor will coordinate an Orientation Meeting with the school principal, CMT, and candidate. If the logistics impact such a meeting, the supervisor will coordinate a separate meeting with the principal and another with the Mentor, Teacher, and candidate.
2. The supervisor will provide the CMT with an Orientation presentation that outlines the expectations of the credential program, expectations, and strategies for working with a student teacher.

B. Observations

1. Lesson observation (45 – 60 minutes)
2. Post-observation meeting (approx. 20 minutes with CMT and student teacher)
3. Complete observational evaluation
4. Observe a minimum of six times (in addition to informal procedural meetings)
5. Lead a summative evaluation conference with the Mentor teacher and Candidate.



**MEMORANDUM OF UNDERSTANDING AND AGREEMENT TO PROVIDE
EDUCATION SPECIALISTS, PUPIL PERSONNEL SERVICES, SCHOOL COUNSELING,
EDUCATIONAL THERAPY, SCHOOL PSYCHOLOGY, AND TEACHING INTERNS
Required by Revised CTC Policy
CTC Program Sponsor Alert 13-06, July, 2014**

This Memorandum of Understanding ("Agreement"), to provide pupil personnel services, school counseling, educational therapy, school psychology, and school teaching interns ("Interns") is entered into this 1st day of August 2024 ("Effective Date"), by and between **Saint Mary's College of California** ("College") and **Alameda Unified School District** ("District").

RECITALS

WHEREAS, Saint Mary's desires to place Saint Mary's students enrolled in teacher training curricula and/or Saint Mary's students enrolled in counselor training curricula (collectively, "Interns"), in appropriate locations whereby Interns may gain practical teaching or counseling experience as an important element of the Interns' education and training by Saint Mary's School of Education; and

WHEREAS, Saint Mary's is accredited by the Western Association of Schools and Colleges and is approved by the California Commission on Teacher Credentialing ("CCTC") as a teacher and counselor education institution providing classroom training and securing placement in various schools and school districts for practical training as Interns, and District benefits from the services and assistance of Interns in District's teaching and counseling environments; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by District in any amount not to exceed the actual cost to District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the value of the services to be rendered to District under this Agreement do not exceed the actual cost to District of the services rendered by District.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, College and District agree as follows:

I. Responsibilities Shared by Saint Mary's College and the District

- A.** The College and the District share responsibility for providing each Intern with 189 minimum hours of annual support, mentoring and supervision. The 189 hours will include 144 hours of support, mentoring, and supervision in general education and/or special education and an additional 45 hours of annual support, mentoring, and supervision related to teaching English learners. (See appendix A)
- B.** Consistent with CTC policy, Interns who begin their assignment after the beginning of the school year shall receive a minimum level of support, mentoring, and supervision equal to four hours times the number of instructional weeks remaining in the school year.

- C. Interns who are (a) appointed at a time base of less than 1.00 FTE or (b) appointed after the start of the school year, shall receive the appropriate prorated levels of all support mentioned in this MOU (sections 2.0, 4.0, 5.0, 6.0, Appendix A).
- D. A minimum of two hours of support, mentoring, and supervision shall be provided to an intern teacher every five instructional days.

II. The College Personnel and Resource Support

A. College Program Intern Coordinator

College Intern Coordinator will: (a) Support all program Interns; (b) Assist and monitor all Interns and College Supervisors, and (c) Work closely with the District's Employer Provided Mentors. The College Program Intern Coordinator will provide training to all College Supervisors (CS) and will coordinate training of Employer Provided Mentors (EPM) with the district. The College Program Intern Coordinator will monitor the intern's completion of the Intern Support Record, documenting that the required number of hours of Support/Mentoring and Supervision have been met.

B. College Supervisor

The College shall designate a College Supervisor (CS) to provide support, mentoring and supervision. It shall be the responsibility of the College to provide compensation and/or release time to the CS. The CS shall possess each of the following qualifications:

- a. Current knowledge of the content the intern teaches,
- b. Understanding of the context of public schooling,
- c. Ability to monitor best professional practices in teaching and learning, scholarship, and service,
- d. Knowledge about diverse abilities, cultural, ethnic and gender diversity, and English language development
- e. Thorough grasp of the academic standards, accountability systems that drive the curriculum of public schools

III. District Personnel and Resource Support

A. Employer Provided Mentor

The District shall designate an Employer Provided Mentor (EPM) to provide Support/Mentoring and Supervision to each Intern. It shall be the responsibility of the District to provide compensation and/or release time to the EPM. The EPM shall possess each of the following qualifications:

- a. Valid corresponding Clear or Life credential (same as the Intern will earn)
- b. Three years successful teaching experience, and
- c. English Learner (EL) Authorization

B. College Supervisor – Employee Provided Mentor Meetings

The intern, the CS and the EPM shall meet in person at least **3** times per semester (once every 4-6 weeks) to discuss the Intern's progress. The CS and the EPM shall be in contact at least once every two weeks.

C. Employee Provided Mentor Training

The District is responsible for the training of EPMs with the assistance of the College Program Intern Coordinator.

IV. College Provided Support, Mentoring, and Supervision

- A. General Education **and/or Special Education** Observations by College Supervisor
- B. 12 visits to observe the Intern teaching, followed by one-on-one conferences totaling at least **24 hours**.
- C. EL Observations by College Supervisor
- D. 6 visits to observe the Intern teaching English Learners, followed by one-on-one conferences addressing issues related to English learners totaling at least **12 hours**.

- E. Email and Phone Support by College Supervisor
- F. CS will provide **30 hours** per academic year of support and mentoring via email and phone
- G. Intern Seminars
- H. Interns will receive face-to-face seminars as part of college coursework for a total of **12 hours**.
- I. Intern Support Record
- J. The College Program Intern Coordinator will communicate with interns by email and/or phone and will monitor their completion of the Intern Support Record on Task Stream a minimum of **10 hours**.

V. District Provided Support, Mentoring, and Supervision

(General Education **and/or** Special Education Support and Supervision by Employee Provided Mentor.)

- A. The Employee Provided Mentor (EPM) will provide a minimum of **26 hours** of support/mentoring and supervision during the school day, including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies
- B. English Learner Support and Supervision by Employee Provided Mentor
- C. The EPM will provide a minimum of **10 hours** of support and supervision related to English Learners during the school day.
- D. District and School Site Professional Development and Meetings
Interns will attend a minimum of **60 hours** of District and school site-sponsored events including New Teacher Orientation, Grade Level, Department Meetings, Faculty meetings, and Professional Development Seminars.

VI. Literacy Teaching Performance Expectations

The District acknowledges that teacher candidates (Intern or College Intern) are required to take and pass a Commission approved Literacy Performance Assessment. To that end, District placements must provide students the opportunity to practice teaching TPE 7 (https://www.ctc.ca.gov/docs/default-source/educator-prep/standards/literacy-tpes.pdf?sfvrsn=9e802cb1_2) in one-on-one, small group or whole group settings in the following areas to support literacy instruction for all students:

- A. **Foundational Skills. Multiple Subject Candidates:** Develop students' skills in print concepts, including letters of the alphabet; phonological awareness, including phonemic awareness; phonics, spelling, and word recognition, including letter-sound, spelling-sound, and sound-symbol correspondences; decoding and encoding; morphological awareness; and text reading fluency, including accuracy, prosody (expression), and rate (as an indicator of automaticity), through instruction that is structured and organized as well as direct, systematic, and explicit and that includes practice in connected, decodable text. **Multiple Subject and Single Subject English Candidates:** Provide instruction in text reading fluency that emphasizes spelling and syllable patterns, semantics, morphology, and syntax. **Multiple Subject and Single Subject Candidates:** Advance students' progress in the elements of foundational skills, language, and cognitive skills that support them as they read and write increasingly complex disciplinary texts with comprehension and effective expression.
- B. **Meaning Making.** Engage students in meaning making by building on prior knowledge and using complex literary and informational texts (print, digital, and oral), questioning, and discussion to develop students' literal and inferential comprehension, including the higher-order cognitive skills of reasoning, perspective taking, and critical reading, writing, listening, and speaking across the disciplines. Engage students in reading, listening, speaking, writing, and viewing closely to draw evidence from texts, ask and answer questions, and support analysis, reflection, and research.
- C. **Language Development.** Promote students' oral and written language development by attending to vocabulary knowledge and use, grammatical structures (e.g., syntax), and discourse-level understandings as students read, listen, speak, and write with comprehension and effective expression. Create environments that

foster students' oral and written language development, including discipline-specific academic language. Enhance language development by engaging students in the creation of diverse print, oral, digital, and multimedia texts. Conduct instruction that leverages students' existing linguistic repertoires, including home languages and dialects, and that accepts and encourages translanguaging.

- D. Effective Expression.** Develop students' effective expression as they write, discuss, present, and use language conventions. Engage students in a range of frequent formal and informal collaborative discussions, including extended conversations, and writing for varied purposes, audiences, and contexts. Teach students to plan, develop, provide feedback to peers, revise using peer and teacher feedback, edit, and produce their own writing and oral presentations in various genres, drawing on the modes of opinion/ argumentation, information, and narration. Develop students' use of keyboarding, technology, and multimedia, as appropriate, and fluency in spelling, handwriting, and other language conventions to support writing and presentations. Teach young children letter formation/printing and related language conventions, such as capitalization and punctuation, in conjunction with applicable decoding skills.
- E. Multiple Subject and Single Subject English Candidates.** Monitor students' progress in literacy development using formative assessment practices, ongoing progress monitoring, and diagnostic techniques that inform instructional decision making. Understand how to use screening to determine students' literacy profiles and identify potential reading and writing difficulties, including students' risk for dyslexia and other literacy-related disabilities. Understand how to appropriately assess and interpret results for English learner students. If indicated, collaborate with families and guardians as well as with teachers, specialists, other professionals, and administrators from the school or district to facilitate comprehensive assessment for disabilities in English and as appropriate in the home language; plan and provide supplemental instruction in inclusive settings; and initiate referrals for students who need more intensive support.
- F.** Plan and implement evidence-based literacy instruction (and integrated content and literacy instruction) grounded in an understanding of Universal Design for Learning; California's Multi-Tiered System of Support (Tier 1–Best first instruction, Tier 2–Targeted, supplemental instruction, and Tier 3–Referrals for intensive intervention); and the California Dyslexia Guidelines, including the definition and characteristics of dyslexia and structured literacy (i.e., instruction for students at risk for and with dyslexia that is comprehensive, systematic, explicit, cumulative, and multimodal and that includes phonology, orthography, phonics, morphology, syntax, and semantics).

VII. Additional Support Provided by the College and District (Shared Responsibility)

- A.** The CS, the EPM, and the intern will meet at least six times (3 per semester) for a minimum of **6 hours**.
- B.** Individualized Intern Plan
 - a. The CS, EPM, and the Intern shall develop the Individualized Intern Plan (IIP) during the first three weeks of school year.
 - b. The IIP will specify the support, mentoring, and supervision the Intern will receive so that the total hours of annual Support/Mentoring and Supervision equal to 144 hours plus 45 additional hours specific to the needs of English Learners.
 - c. The plan shall be approved by the College Program Intern Coordinator. The following are suggested mentoring activities that may be included in the plan, in addition to those mentioned above:
 1. Observation of others teaching
 2. Supervision of the Intern
 3. Conferences, in person
 4. Email or telephone conferences
 5. Grade level/department meetings
 6. Instructional planning
 7. Logistical help before or after school (bulletin boards, seating arrangements)
 8. Participation in District or Regional conferences
 9. Review and discuss test results
 10. Editing work-related writing (letters to parents, announcement, etc.)

11. Completion of interactive journal (Intern and either CS or EPM)
12. Mentoring activities specific to Special Education interns such as the development of IEPs and conferences with general education teachers

VIII. Accountability

A. Intern Contract

- a. Each Intern will sign a contract agreeing to the terms and responsibilities outlined in the contract and MOU.
- b. The Intern Contract will include the names of the College Supervisor and the Employer Provided Mentor.
- c. By signing the contract the intern acknowledges that the internship may be revoked if the terms are not met.
- d. The internship will commence only after a signed contract has been submitted by the intern to the Program Coordinator.

B. Individual Intern Profile

- a. The College will maintain a computer-based Individual Intern Profile (IIP) for each Intern, summarizing the type and quantity of Support/Mentoring and Supervision each Intern receives
- b. The College, the District, and the Intern will all provide information, as requested, to the College Program Intern Coordinator.
- c. Intern will register and provide all information as required by the Intern Contract and this MOU.

C. Intern Support Record

- a. Each College intern will complete an Intern Support Record each semester, documenting the support received from College and District personnel
- b. The College Program Intern Coordinator will monitor completion of the Intern Support Records on Task Stream.

D. Oversight by The Director of Assessment and Accreditation

- a. The College Director of Assessment and Accreditation, working with the College Program Intern Coordinator, shall make recommendations to the College Chair of the Department of Education, the Program Coordinators, and the Dean of the Kalmanovitz School of Education regarding the performance of the College Supervisors and the performance of the District in meeting all requirements including in this MOU.
- b. The Director of Assessment and Accreditation is responsible for reporting compliance with the Intern Support requirements to CTC.

E. Oversight by the Dean of the Kalmanovitz School of Education (KSOE)

- a. The KSOE Dean or his/her designee shall notify appropriate District administrators if the College has concerns about the performance of District personnel
- b. If the District does not provide the support specified in this MOU, the intern will be placed in an alternate site as deemed appropriate by the Program Coordinator.

F. Oversight by District Administrator

- a. Appropriate District administrators shall notify the Dean of the KSOE if they have concerns about the performance of College personnel.

G. Certificate of Clearance

In accordance with California Education Code Section 44320, each candidate must complete Live Scan service and obtain fingerprint clearance prior to beginning their assignment. College shall advise candidates of their obligation to submit to fingerprinting and to obtain clearance in advance of beginning their assignment.

H. Tuberculosis Clearance

In accordance with California Education Code Section 49406, each candidate prior to assignment to the District must obtain at the candidate's sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that they are free of active tuberculosis, prior to beginning their assignment in the District. College shall advise candidates of their obligation to provide at their own expense evidence of tuberculosis clearance by a medical professional to the District prior to their assignment start date.

IX. INDEMNITY

College agrees to protect, hold harmless, indemnify and defend District (including its officers, officials, and employees) from any and all liability (including reasonable attorneys fees) resulting from injury to or death sustained by any person or damage to property of any kind, to the extent arising from the negligence of the College.

District agrees to protect, hold harmless, indemnify and defend College (including its trustees, officers, regents and employees) from any and all liability (including reasonable attorneys fees) resulting from injury to or death sustained by any person or damage to property of any kind, arising out of the negligence of District. Furthermore, District, being the employer of Intern, will fully indemnify College for any employment related claim made by Intern or arising out of Intern's services or employment, including claims by third parties regarding Intern's employment related conduct.

X. INSURANCE

District agrees to keep in full force and effect, during the term of this Agreement, insurance to meet the obligations and liabilities hereunder and such insurance shall include but not be limited to the following:

Commercial General Liability and Auto Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate, for bodily injury, personal injury and property damage, endorsed to name the other party to the contract as additional insured;

Workers' Compensation coverage with statutory limits; and

Employers Liability coverage with limits of not less than \$1,000,000 per occurrence.

Each insurance policy required above shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the College.

District shall cause to be issued to College evidence of such insurance prior to the commencement of this Agreement and annually thereafter.

XI. DISPUTES

In the event that a dispute arises between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

In the event the parties are unable to resolve the dispute by a direct mutual meeting within thirty (30) days after the dispute has arisen, the parties may take appropriate legal action.

XII. GENERAL PROVISIONS

A. Term of Agreement. The term of this Agreement shall commence on the first day of **August 2024** and shall terminate on the first day of **August 2027**.

B. Termination. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice; provided, however, that any such termination by District shall not be effective as to any Intern

who at the date of mailing of the notice by District was receiving practical experience through an internship within District until the Intern has completed his or her internship, except at the election of College.

- C. Entire Agreement; Modification. This Agreement contains all the terms between the parties and may be modified only in writing signed by both parties.
- D. Applicable Law. The terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of California with venue for all disputes in the Superior Court of Contra Costa County.
- E. Severability. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs or subparagraphs shall remain in full force and effect.
- F. Confidentiality. Both parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other party. In the event that District has specific policies and procedures that may relate to College's direct receipt of confidential information, College will agree to comply with such policies and procedures upon presentation of the policies and procedures.
- G. Notices. Any notice to either party hereunder must be in writing signed by the party giving notice, and shall be served either personally or by registered or certified mail addressed as follows:

If to College:

Saint Mary's College of California
KSOE C/O Dora Scott
1928 St. Mary's Rd., PMB 4350
Moraga, CA 94575
Email: das19@stmarys-ca.edu

If to District: (please complete below)

Attn: _____

- H. Family Educational Rights and Privacy Act. All parties will maintain in strict confidentiality all student information and will not share, sell, or use such information for any purpose other than in a manner that is fully in compliance with the terms of the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232(g)) ("FERPA") and all other applicable laws regarding the disclosure, maintenance and preservation of confidentiality of student records. All parties further agree to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)).
- I. General Data Protection Regulation. The parties acknowledge that personally identifiable information may be protected by other regulations including the General Data Protection Regulations ("GDPR") of the European Union, and that generally this data cannot be shared, sold, or used for any purpose other than in a manner that is fully in compliance with such regulations, and all other applicable laws regarding the disclosure, maintenance and preservation of personally identifiable information.
- J. Non-Discrimination. In compliance with applicable law and its own policies, College is committed to recruiting and retaining a diverse student and employee population and does not discriminate in its admission of students, hiring of employees, or in the provision of employment benefits to employees and educational programs, activities, benefits and services to students, including but not limited to scholarship and loan programs, on the basis of race, color, religion national origin, age, sex/gender, marital status, ancestry, sexual orientation, medical condition or physical or mental disability. District represents and warrants that it has the same or a substantially similar non-discrimination policy that covers each item identified herein.
- K. Status of the Parties. It is expressly understood and agreed that this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association

between College and District; rather it is an affiliation between independent contractors, these being College and District.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, and shall be binding upon them as of the Effective Date.

SAINT MARY'S COLLEGE OF CALIFORNIA

ALAMEDA UNIFIED SCHOOL DISTRICT

Signature: _____

Signature: _____

Sandra Kim

Name: _____

Vice President for Finance and Administration

Title: _____

Date: _____

Date: _____

Appendix A

Intern Support: A Shared Commitment to Excellence in Teaching

190 Hours of Support per School Year

SMC Support: College Supervisor (CS), College Program Intern Coordinator	District Support: Employer Provided Mentor (EPM)	Shared Responsibility
<u>Regular Ed/Special Ed: CS Observations and Conferences</u> <ul style="list-style-type: none"> 12 observations of the Intern teaching and follow-up conferences (2 hours each) <u>EL: CS Observations and Conferences</u> <ul style="list-style-type: none"> 6 observations of the Intern teaching EL and follow-up conferences (2 hours each) <p>Total 36 hours (1 hour per week)</p>	<u>Regular Ed/Special Ed: EPM Support, Mentoring and Supervision</u> <ul style="list-style-type: none"> 26 hours of support, mentoring, and supervision within the school day <u>EL: EPM Support and Supervision</u> <ul style="list-style-type: none"> 10 hours of support, mentoring, and supervision related to English Learners during the school day <p>Total 36 hours (1 hour per week)</p>	<u>Intern, CS, EPM Meetings</u> <ul style="list-style-type: none"> The intern, the CS and the EPM (and EPM-EL) shall meet in person at least three times per semester (6 meetings, 1 hour each) to discuss the Intern's progress. During the first meeting the intern, the CS and the EPM will develop an Individualized Intern Plan (IIP), describing the support, mentoring and supervision the intern will receive. The plan shall be approved by the College Program Intern Coordinator. <p>Total 6 hours</p>
<u>CS Email, Phone Support</u> <ul style="list-style-type: none"> CS will provide 30 hours per academic year of support and mentoring via email and/or phone <p>Total 30 hours</p>	<u>District/School-Sponsored Professional Development and Meetings</u> <ul style="list-style-type: none"> Interns will attend a minimum of 60 hours of district and school site-sponsored professional development and meetings including new teacher orientation, grade level, department meetings, faculty meetings, and professional development seminars <p>Total 60 hours</p>	The CS and the EPM (and EPM-EL) shall exchange emails at least once every two weeks
<u>Intern Seminars</u> <ul style="list-style-type: none"> Faculty will lead face-to-face seminars focusing on problem solving with students, curriculum, and instruction for regular education and EL students (one seminar embedded in coursework per semester) <p>Total 12 hours</p>		
<ul style="list-style-type: none"> The College Program Intern Coordinator will communicate with interns by email and/or phone and will monitor their completion of the Intern Support Record on Task Stream <p>Total 10 hours</p>		



**SAINT MARY'S COLLEGE OF CALIFORNIA
STUDENT PLACEMENT AGREEMENT**

This Agreement (“Agreement”) is made by and between Saint Mary's College of California (“College”), a non-profit public benefit corporation and **Alameda Unified School District** (“District”) on this 1st day of August 2024 (“Effective Date”).

RECITALS

WHEREAS, Saint Mary’s desires to place Saint Mary’s students enrolled in teacher training curricula and/or Saint Mary’s students enrolled in counselor or psychology training curricula (collectively, “Students”), in appropriate locations whereby Students may gain practical teaching, school counseling or school psychology experience as an important element of Students’ education and training by Saint Mary’s School of Education; and

WHEREAS, Saint Mary’s is accredited by the Western Association of Schools and Colleges and is approved by the California Commission on Teacher Credentialing (“CCTC”) as a teacher and counselor education institution that enrolls Students in a teacher training and/or a school counselor or school psychology education curriculum and District benefits from the services and assistance of Students in District’s teaching, school counseling or school psychology environments; and

NOW, WHEREFORE, it is mutually agreed between the parties hereto as follows:

TERMS

1. Incorporation of Recitals

The Recitals appearing above are admitted by the parties to be true and correct and are incorporated into this Agreement as if fully set forth herein.

2. Term

This Agreement is effective as of the Effective Date and covers all applicable instructional periods commencing on or about the first day of **August 2024** and ending before the first day of **August 2027**.

3. Definitions

- 3.1 “*Student Teaching*” means active participation in the duties and functions of classroom teaching under the supervision and instruction of District’s employees who hold valid credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the District or classes in which practice teaching is provided. “*Student teaching*” further means, as appropriate, “*School Counseling or School Psychology Field Experience*” which is the active participation in the duties and function of school counseling under the supervision and instruction of District’s employees who hold valid credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as counselors in District classrooms and programs in which school counseling or school psychology field experience is provided.
- 3.2 “*Location*” means any applicable District site or campus when District is a public school district with multiple locations or campuses on which Student Teaching, School Counseling or School Psychology will occur. If District is located on a single campus, such as an independent school, a private school, or a public institution located on a single site, then “*Location*” shall be read to mean “*District*.”
- 3.3 “*Master Teacher*” means the District teacher, school counselor or school psychologist, holding a valid credential or license issued by or approved by the CCTC, who is or will be providing supervision to

Students assigned to the Location. Also referred to as “*Field Supervisor*” in the context of school counseling or school psychology.

4. Parameters

- 4.1 District and College shall, from time to time, adjust the number of Students per semester that will be placed with District.
- 4.2 College shall pay to District a fee of twenty-five dollars (\$25.00) per semester unit of experience provided to Students in teacher training programs who are placed at District Location(s). Invoices must be received by College (via email to KSOE Business Operations) by May 15th (of the fiscal year in which the placement occurred) to be eligible for payment.

5. Obligation of District

- 5.1 District shall provide Students with hands-on experience through Student Teaching, School Counseling or School Psychology in a classroom or other appropriate environment.
- 5.2 District shall ensure that Students are supervised when at the assigned Location. District shall ensure that each Student is provided with adequate opportunity to complete all Student Teaching, School Counseling or School Psychology requirements of the College’s credential program as may be necessary for the Student to earn his/her semester units.

6. Literacy Teaching Performance Expectations

District acknowledges that teacher candidates (Intern or College Intern) are required to take and pass a Commission approved Literacy Performance Assessment. To that end, District placements must provide students the opportunity to practice teaching TPE 7 (https://www.ctc.ca.gov/docs/default-source/educator-prep/standards/literacy-tpes.pdf?sfvrsn=9e802cb1_2) in one-on-one, small group or whole group settings in the following areas to support literacy instruction for all students:

- 6.1 **Foundational Skills. Multiple Subject Candidates:** Develop students’ skills in print concepts, including letters of the alphabet; phonological awareness, including phonemic awareness; phonics, spelling, and word recognition, including letter-sound, spelling-sound, and sound-symbol correspondences; decoding and encoding; morphological awareness; and text reading fluency, including accuracy, prosody (expression), and rate (as an indicator of automaticity), through instruction that is structured and organized as well as direct, systematic, and explicit and that includes practice in connected, decodable text. **Multiple Subject and Single Subject English Candidates:** Provide instruction in text reading fluency that emphasizes spelling and syllable patterns, semantics, morphology, and syntax. **Multiple Subject and Single Subject Candidates:** Advance students’ progress in the elements of foundational skills, language, and cognitive skills that support them as they read and write increasingly complex disciplinary texts with comprehension and effective expression.
- 6.2 **Meaning Making.** Engage students in meaning making by building on prior knowledge and using complex literary and informational texts (print, digital, and oral), questioning, and discussion to develop students’ literal and inferential comprehension, including the higher-order cognitive skills of reasoning, perspective taking, and critical reading, writing, listening, and speaking across the disciplines. Engage students in reading, listening, speaking, writing, and viewing closely to draw evidence from texts, ask and answer questions, and support analysis, reflection, and research.
- 6.3 **Language Development.** Promote students’ oral and written language development by attending to vocabulary knowledge and use, grammatical structures (e.g., syntax), and discourse-level understandings as students read, listen, speak, and write with comprehension and effective expression. Create environments that foster students’ oral and written language development, including discipline-specific academic language. Enhance language development by engaging students in the creation of diverse print, oral, digital, and multimedia texts. Conduct instruction that leverages students’ existing linguistic repertoires, including home languages and dialects, and that accepts and encourages translanguaging.

- 6.4 **Effective Expression.** Develop students’ effective expression as they write, discuss, present, and use language conventions. Engage students in a range of frequent formal and informal collaborative discussions, including extended conversations, and writing for varied purposes, audiences, and contexts. Teach students to plan, develop, provide feedback to peers, revise using peer and teacher feedback, edit, and produce their own writing and oral presentations in various genres, drawing on the modes of opinion/argumentation, information, and narration. Develop students’ use of keyboarding, technology, and multimedia, as appropriate, and fluency in spelling, handwriting, and other language conventions to support writing and presentations. Teach young children letter formation/printing and related language conventions, such as capitalization and punctuation, in conjunction with applicable decoding skills.
- 6.5 **Multiple Subject and Single Subject English Candidates:** Monitor students’ progress in literacy development using formative assessment practices, ongoing progress monitoring, and diagnostic techniques that inform instructional decision making. Understand how to use screening to determine students’ literacy profiles and identify potential reading and writing difficulties, including students’ risk for dyslexia and other literacy-related disabilities. Understand how to appropriately assess and interpret results for English learner students. If indicated, collaborate with families and guardians as well as with teachers, specialists, other professionals, and administrators from the school or district to facilitate comprehensive assessment for disabilities in English and as appropriate in the home language; plan and provide supplemental instruction in inclusive settings; and initiate referrals for students who need more intensive support.
- 6.6 Plan and implement evidence-based literacy instruction (and integrated content and literacy instruction) grounded in an understanding of Universal Design for Learning; California’s Multi-Tiered System of Support (Tier 1–Best first instruction, Tier 2–Targeted, supplemental instruction, and Tier 3–Referrals for intensive intervention); and the California Dyslexia Guidelines, including the definition and characteristics of dyslexia and structured literacy (i.e., instruction for students at risk for and with dyslexia that is comprehensive, systematic, explicit, cumulative, and multimodal and that includes phonology, orthography, phonics, morphology, syntax, and semantics).

7. Obligation of College

- 7.1 College may consult with the Principal or Vice Principal at the Location, as well as consulting with the prospective Master Teachers/Field Supervisors regarding the placement of Students at District Location(s).
- 7.2 The assignment of a Student to practice teach or practice school counseling or school psychology at a District location shall be deemed to be effective for the purpose of this Agreement as of the date the student presents to the proper authorities of District the placement verification form or other document given to the student by College effecting such assignment, but not earlier than the date of such assignment as shown on such form or other document measuring the amount of supervision provided.
- 7.3 Certificate of Clearance: In accordance with California Education Code Section 44320, each candidate must complete Live Scan service and obtain fingerprint clearance prior to beginning their assignment. College shall advise candidates of their obligation to submit to fingerprinting and to obtain clearance in advance of beginning their assignment.
- 7.4 Tuberculosis Clearance: In accordance with California Education Code Section 49406, each candidate prior to assignment to the District must obtain at the candidate’s sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that they are free of active tuberculosis, prior to beginning their assignment in the District. College shall advise candidates of their

obligation to provide at their own expense evidence of tuberculosis clearance by a medical professional to the District prior to their assignment start date.

8. Fee Computation

College shall accept invoices by District periodically throughout the term of this Agreement and College shall make payments in accordance with the invoice terms. However, before closing the assignment of each student teacher, **but no later than May 15th of each fiscal year**, District shall submit to College any final invoices for payment.

9. Termination

- 9.1 This Agreement may be terminated for any reason or without reason by either party by providing (30) thirty-calendar day's advance written notice of the Termination to the other party. Upon termination of this Agreement, all fees shall be prorated to reflect only those services rendered and shall be invoiced as contemplated under the terms of this Agreement.
- 9.2 District, for good cause, may refuse to accept for Student Teaching, Student School Counseling or School Psychology, any Student that College proposes to assign to District. District, for good cause and after consultation with College, may terminate the assignment of any Student assigned to District. The termination of any individual Student shall not terminate this Agreement and College may, during the term of this Agreement, seek to assign additional or different Students to District.

10. Applicable Laws, Codes and Regulations

- 10.1 College, upon written request by District and upon receipt of appropriate materials from District, will instruct students on applicable state and federal law relating to unlawful discrimination, including harassment. District shall clearly indicate to College any laws, codes, or regulations of which College's students must be informed.
- 10.2 District warrants that it and its facilities comply with all applicable laws, codes, and regulations that pertain to the operation of an educational facility, including but not limited to laws and regulations concerning unlawful discrimination, harassment, and accessibility.

11. Relationship of Parties

This Agreement shall not be construed to make the parties partners, joint ventures, brokers, employees, principal, or agent, nor shall either party hold itself contrary to these terms and neither party shall be bound by any representation, act, or omission of the other.

12. Indemnity

- 12.1 College agrees to defend, indemnify and hold harmless District against all claims, suits, liabilities and costs, including but not limited to, reasonable attorneys' fees, for claims or suits arising out of or related to the negligence or intentional wrongful acts of College.
- 12.2 District agrees to defend, indemnify and hold harmless College from any claims, suits, liabilities and costs, including but not limited to, reasonable attorneys' fees, for claims or suits arising out of or related to the negligence or intentional wrongful acts or omissions of District or its employees.

13. Assignment

This Agreement may not be assigned by either party without the advance written consent of the other. This Agreement shall be binding upon the heirs, successors, and assigns of both parties.

14. Notices

All notices or correspondences regarding this Agreement shall be directed to the following addresses:

If to College

Saint Mary's College of California
KSOE C/O Dora Scott
1928 St. Mary's Rd., PMB 4350
Moraga, CA 94575-4350
Email: das19@stmarys-ca.edu

If to District: (please complete below)

Attn: _____

15. Family Educational Rights and Privacy Act

All parties will maintain in strict confidentiality all student information and will not share, sell, or use such information for any purpose other than in a manner that is fully in compliance with the terms of the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232(g)) ("FERPA") and all other applicable laws regarding the disclosure, maintenance and preservation of confidentiality of student records. All parties further agree to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)).

16. General Data Protection Regulation

The parties acknowledge that personally identifiable information may be protected by other regulations including the General Data Protection Regulations ("GDPR") of the European Union, and that generally this data cannot be shared, sold, or used for any purpose other than in a manner that is fully in compliance with such regulations, and all other applicable laws regarding the disclosure, maintenance and preservation of personally identifiable information.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, for any lawsuits or disputes between the parties arising from or incident to this Agreement.

18. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be amended only upon the prior written agreement of the parties.

19. Severability

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, that shall not affect the validity and enforceability of the remaining portions of this Agreement.

20. Non-Waiver

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

WHEREFORE, each party has caused this Agreement to be executed, in no fewer than two (2) counterparts, on their behalf personally or by a duly authorized representative, all as of the Effective Date of this Agreement.

SAINT MARY'S COLLEGE OF CALIFORNIA

ALAMEDA UNIFIED SCHOOL DISTRICT

Signature: _____

Signature: _____

Sandra Kim

Name: _____

Vice President for Finance and Administration

Title: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING
AND AGREEMENT TO PROVIDE TEACHING and COUNSELING EXPERIENCE

This Memorandum of Understanding and Agreement to Provide Teaching and Counseling Experience ("Agreement"), is entered into this 1st day of July 2024, by and between the *University of San Francisco* ("University") and the *Alameda Unified School District* ("District").

RECITALS

WHEREAS, pursuant to the provisions of the Education Code of the State of California, the governing board of any school district is authorized to enter into agreements with any institution approved by the Commission on Teacher Credentialing as a teacher and counselor education institution to provide teaching or counseling experience to students enrolled in the teacher or counselor training curricula of such institutions; and

WHEREAS, University is approved by the Commission on Teacher Credentialing as a teacher and counselor education institution; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district in any amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the value of the services to be rendered to District under this Agreement do not exceed the actual cost to District of the services rendered by District.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, University and District agree as follows:

I. DISTRICT RESPONSIBILITIES

A. District shall provide teaching experience in the schools or classes of District, not to exceed **30** students from University possessing valid certificates of clearance and assigned by University to teach in the schools and classes of District. Such teaching shall be provided in such schools or classes of District, and under the direct supervision, evaluation, and instruction of such employees of District, as District and University, through their duly authorized representatives, may agree upon.

“Teaching” as used herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching under the supervision and instruction of employees of District holding valid teaching credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes of District.

The assignment of a student of University to teach in District shall be deemed effective for the purpose of this Agreement as of the date the student presents the assignment letter to District.

B. District shall provide counseling experience in the schools or classes of District, not to exceed **30** students from University possessing valid certificates of clearance and assigned by University to counsel in the schools and classes of District. Such counseling shall be provided in such schools or classes of District, and under the direct supervision and instruction of such employees of District, as District and University, through their duly authorized representatives, may agree upon.

“Counseling” as used herein and elsewhere in this Agreement means active participation in the duties and functions of school counseling under the supervision and instruction of employees of District holding valid PPS credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as school counselors in the schools and classes of District.

The assignment of a student of University to counsel in District shall be deemed effective for the purpose of this Agreement as of the date the student presents the assignment letter to District.

C. District may, for good cause, refuse to accept for supervised teaching or counseling any student of University assigned to teach or counsel in District, and upon request of District, made for good cause, University shall terminate the assignment of any student of University to teach or counsel in District.

II. UNIVERSITY RESPONSIBILITIES

A. The assignment of a University student to teach in the schools or classes of District shall be at the discretion of University and shall be for a period of approximately eighteen (18) weeks. University may give students more than one assignment to teach in such schools or classes.

B. The assignment of a University student to counsel in the schools or classes of District shall be at the discretion of the University and shall be for a period of approximately one academic year. University may give students more than one assignment to counsel in such schools or classes.

University agrees that University students receiving counseling experience within District may not displace certificated District employees. University acknowledges that District hiring policies must comply with local teacher union contracts.

III. COMPENSATION FOR MASTER TEACHERS

University will pay for the performance by District teachers of all services required to be performed by District under this Agreement, financial compensation for serving as full-time Master Teachers at the rate of two hundred fifty dollars (\$250.00) per student for each semester within District, said payment to be distributed directly to the supervising teacher(s) to whom students of University are assigned. University shall determine the number of semester units of credit for teaching to be provided for each student of University assigned to teach under this Agreement.

If University terminates the assignment of a student to teach in the schools or classes of District, District shall receive payment of an amount for such student as though there had been no termination of the assignment, except that if such assignment is terminated before the end of the eighth week of the term of the assignment, District shall receive payment for an assignment for nine (9) weeks only.

Within a reasonable time following the close of each semester of the University of San Francisco, the University shall submit and process an invoice, in duplicate, for payment, for all supervised teaching under and in accordance with this agreement during said semester.

IV. INDEMNITY

University and District agree to defend, indemnify and hold one another, their respective officers, employees, students and agents harmless from and against all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result of negligent or intentional acts or omissions of the indemnifying party, its officers, employees, students or agents.

V. DISTRICT AND UNIVERSITY INSURANCE

District and University each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder and such insurance shall include but not be limited to the following:

Commercial General Liability and Auto Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate, for bodily injury, personal injury and property damage, endorsed to name the other party to the contract as additional insured;

Workers' Compensation coverage with statutory limits; and

Employers Liability coverage with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate.

Each insurance policy required above shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the other party to this Agreement.

Upon request, District and University shall each cause to be issued to the other evidence of such insurance prior to the commencement of this Agreement and annually thereafter.

VI. DISPUTES

In the event that a dispute arises between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

In the event the parties are unable to informally resolve the dispute within thirty (30) days after the dispute has arisen, the parties agree to decide whether to attempt to settle the dispute through arbitration or litigation. In order to send a dispute to arbitration, both parties must agree in writing that arbitration is their chosen method of resolving the dispute in question.

VII. GENERAL PROVISIONS

A. Term of Agreement. The term of this Agreement shall commence on the 1st day of *July 2024* and shall terminate on the 30th day of *June 2029*.

B. Termination. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice; provided, however, that any such termination by District shall not be effective as to any student who at the date of mailing of the notice by District was receiving teaching or counseling experience within District until the student has completed his or her assignment, except at the election of University.

C. Entire Agreement; Modification. This Agreement contains all the terms between the parties and may be modified only in writing signed by both parties.

D. Applicable Law. The terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of California.

E. Severability. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs or subparagraphs shall remain in full force and effect.

F. Confidentiality. Both parties shall protect the confidentiality of each others records and information, and shall not disclose confidential information without the prior written consent of the other party. University agrees to comply with District policy and procedure related to patient confidentiality.

G. Notices. Any notice to either party hereunder must be in writing signed by the party giving notice, and shall be served either personally or by registered or certified mail addressed as follows:

To University:

Dean Shabnam Koirala-Azad
USF School of Education
2130 Fulton Street
San Francisco, CA 94117

With a copy to:

General Counsel
University of San Francisco
101 Howard Street, Suite 200
San Francisco, CA 94105

To District:

Alameda Unified School District Attn: Sandy Wong 2060 Challenger Dr. Alameda, CA 94501

H. Non-Discrimination. The parties agree not to discriminate in employment, academic programs, or the provision of services on the basis of an individual's race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, sexual orientation, marital status, medical condition (cancer-related) or disability and otherwise as required or permitted by law.

I. Status of the Parties. It is expressly understood and agreed that this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between University and District; rather it is an affiliation between independent contractors, these being University and District.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

University of San Francisco

Alameda Unified School District

By: _____
Rebecca Hong, Ed.D.

By: _____
Name (Signature)

Vice Provost
Title

Name (Print)

Date

Title

Date

**UNIVERSITY OF SAN FRANCISCO SCHOOL OF EDUCATION
MEMORANDUM OF UNDERSTANDING AND AGREEMENT
TO PROVIDE EDUCATION SPECIALISTS, COUNSELING, TEACHING AND
ADMINISTRATIVE INTERNS**

This Memorandum of Understanding and Agreement to Provide Education Specialists, Counseling and Teaching Interns ("Agreement"), is entered into this 1st day of July 2024 by and between the University of San Francisco ("University") and Alameda Unified School District ("District").

RECITALS

WHEREAS, pursuant to the provisions of the Education Code of the State of California, the governing board of any school district is authorized to enter into agreements with any institution approved by the Commission on Teacher Credentialing as a teacher and counselor education institution to provide teaching or counseling experience to students enrolled in the teacher or counselor training curricula of such institutions; and

WHEREAS, University is approved by the Commission on Teacher Credentialing as a teacher and counselor education institution; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district in any amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the value of the services to be rendered to District under this Agreement does not exceed the actual cost to District of the services rendered by District.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, University and District agree as follows:

I. DISTRICT RESPONSIBILITIES

A. Education Specialists - District shall provide experience for education specialists in the schools or classes of District, not to exceed 30 students from University possessing valid certificates of clearance and assigned by University to teach in the schools and classes of District. Such teaching shall be provided in such schools or classes of District, and under the direct supervision, evaluation, and instruction of such employees of District, as District and University, through their duly authorized representatives may agree upon. Supervision evaluation includes a 3-way evaluation at the end of each semester of the placement in the District. This evaluation includes the District administrator, University supervisor, and teacher candidate. Because the University's program is a continuous on-the-job credential pathway, District shall provide a Support Provider (DSP) for each teacher candidate during the two years of placement.

District shall employ USF teacher candidates placed in District in full-time paid positions as mild/moderate education specialists during the term of their employment. It is expressly understood and agreed that, during the term of such employment, said interns shall be employees of District and District shall be solely responsible for said candidates' withholding, workers' compensation, unemployment compensation, and any other employee benefits, statutory or otherwise.

B. School Counselors - District shall employ USF interns placed in District in full-time paid positions as school counselors during the term of their internships. It is expressly understood and agreed that, during the term of such employment, said interns shall be employees of District and District shall be solely responsible for said interns' tax withholding, workers' compensation, unemployment compensation, and any other employee benefits, statutory or otherwise.

“Counseling” as used in this Agreement means active participation in the duties and functions of school counseling under the supervision and instruction of employees of District holding valid PPS credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as school counselors in the schools and classes of District.

C. General Education - District shall employ USF interns placed in District in full-time paid positions as classroom teachers during the term of their internships. It is expressly understood and agreed that, during the term of such employment, said interns shall be employees of District and District shall be solely responsible for said interns' tax withholding, workers' compensation, unemployment compensation, and any other employee benefits, statutory or otherwise.

“Teaching” as used herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching under the supervision and instruction of employees of District holding valid teaching credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes of District.

D. District may, for good cause, refuse to accept for supervised education specialists, counseling or teaching internships, any student of University assigned to teach or counsel in District, and upon request of District, made for good cause, University shall terminate the assignment of any student of University to teach or counsel in District.

E. District shall require University students assigned to the District pursuant to this contract to comply with Education Code Section 45125.1, to a background check, paper screening, and Livescan clearance from the Department of Justice and Federal Bureau of Investigation.

District shall require University students assigned to the District pursuant to this contract to comply with Education Code Section 49406 to University students to provide evidence of a negative tuberculosis test performed within 60 days of their start date.

F. The assignment of a student of University to teach or counsel in District shall be deemed effective for the purpose of this Agreement as of the date the student presents the assignment letter to the District, and the University student is accepted by the assigned district site administrator.

G. Based on the adopted Intern and Supervision pre-service requirements for English Learner content, District shall comply with the regulations and policies pertaining to supervision and support as outlined in the attached addendum. (See Appendix A)

II. UNIVERSITY RESPONSIBILITIES

A. The assignment of a University student to teach or counsel in the schools or classes of District shall be at the discretion of University and shall be for a maximum period of two academic years. University may give students more than one assignment to work in such schools or classes.

B. University agrees that University students working as education specialists or counseling or teaching interns within District may not displace certificated District employees. University acknowledges that District hiring policies must comply with local teacher union contracts.

C. No intern salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person.

D. Before assigning students to the District, the University shall instruct such students on applicable state and federal law relating to unlawful discrimination, sexual harassment, and mandated reporting of child abuse.

E. Based on the adopted Intern and Supervision pre-service requirements for English Learner content, University shall comply with the regulations and policies pertaining to supervision and support as outlined in the attached addendum. (See Appendix A)

I. COMPENSATION

A. University shall pay District's Educational Specialists for all services required to be performed by District under this Agreement, financial compensation for serving as District Support Providers at the rate of one hundred twenty-five dollars (\$125.00) per student, during the official full-time student teaching portion of the program), within District, said payment to be distributed among the Support Provider(s) to whom students of University are assigned. University shall determine the number of semester units of credit for teaching to be provided for each student of University assigned to teach under this Agreement.

Within a reasonable time following the close of each semester of the University of San Francisco, the University shall submit and process an invoice, in duplicate, for payment, for all supervised teaching or support provided by the District under and in accordance with this agreement during said semester.

IV. INDEMNITY

University and District agree to defend, indemnify and hold one another, their respective officers, employees, students and agents harmless from and against all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result of negligent or intentional acts or omissions of the indemnifying party, its officers, employees, students or agents.

V. DISTRICT AND UNIVERSITY INSURANCE

District and University each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder and such insurance shall include but not be limited to the following:

Commercial General Liability and Auto Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate, for bodily injury, personal injury and property damage, endorsed to name the other party to the contract as additional insured;

Workers' Compensation coverage with statutory limits; and

Employers Liability coverage with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate.

Each insurance policy required above shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the other party to this Agreement.

Upon request, District and University shall each cause to be issued to the other evidence of such insurance prior to the commencement of this Agreement and annually thereafter.

VI. DISPUTES

In the event that a dispute arises between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

In the event the parties are unable to informally resolve the dispute within thirty (30) days after the dispute has arisen, the parties agree to decide whether to attempt to settle the dispute through arbitration or litigation. In order to send a dispute to arbitration, both parties must agree in writing that arbitration is their chosen method of resolving the dispute in question.

VII. GENERAL PROVISIONS

A. Term of Agreement. The term of this Agreement shall commence on the 1st day of July 2024 and shall terminate on the 30th day of June 2029.

B. Termination. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice; provided, however, that any such termination by District shall not be effective as to any student who at the date of mailing of the notice by District was receiving teaching or counseling experience within District until the student has completed his or her assignment, except at the election of University.

C. Entire Agreement; Modification. This Agreement contains all the terms between the parties and may be modified only in writing signed by both parties.

D. Applicable Law. The terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of California.

E. Severability. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs or subparagraphs shall remain in full force and effect.

F. Confidentiality. Both parties shall protect the confidentiality of each others records and information, and shall not disclose confidential information without the prior written consent of the other party. University agrees to comply with District policy and procedure related to patient confidentiality.

G. Notices. Any notice to either party hereunder must be in writing signed by the party giving notice, and shall be served either personally or by registered or certified mail addressed as follows:

To University:

Dean
USF School of Education
2130 Fulton Street
San Francisco, CA 94117

With a copy to:

General Counsel
University of San Francisco
101 Howard Street, Suite 200
San Francisco, CA 94105

To District:

Alameda Unified School District
Attn: Sandy Wong
2060 Challenger Dr.
Alameda, CA 94501

H. Non-Discrimination. The parties agree not to discriminate in employment, academic programs, or the provision of services on the basis of an individual's race, color, religion, religious creed, ancestry, national origin, age (except minors), sex/gender (including pregnancy), gender identity, gender expression, sexual orientation, marital status, medical condition, genetic information, military or veteran status, or mental or physical disability and otherwise as required by applicable law.

I. Status of the Parties. It is expressly understood and agreed that this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between University and District; rather it is an affiliation between independent contractors, these being University and District.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

University of San Francisco

Alameda Unified School District

By: _____
Rebecca Hong, Ed.D.

By: _____
Name (Signature)

Vice Provost
Title

Name (Print)

Date

Title

Date

Appendix A

Preservice Preparation and Support and Supervision Requirements for the Multiple Subject, Single Subject, and Education Specialist Internship Credentials

In April 2013, the Commission on Teacher Credentialing (CTC) revised program standards to strengthen preparation of teacher candidates to teach English Learners and the general support and supervision that must be provided to all interns (PSA 13-06). Fieldwork experience support and supervision will increase from approximately 6-8 hours to 20 hours per month. Candidates who enter the intern program with a current English Learner (EL) Authorization or have a passing score on the CTEL are not required to complete the additional preservice EL requirement. The following support activities will be tracked by the candidate and approved by the program sponsor:

District Level responsibilities:

- District mentors must be identified by the employer prior to an intern assuming daily teaching responsibilities who meets the Commission’s minimum qualifications:
 - a) hold a valid corresponding Clear or Life credential
 - b) 3 years of successful teaching experience
 - c) EL Authorization (for those responsible for providing EL support)
- District mentor support (Master Teacher equivalent) (6-8 hours)
- District/school sponsored professional learning community – provide release time for district meetings and professional development activities, as well as, time to observe other teachers in their classrooms (3-4 hours)

University level responsibilities:

- USF fieldwork supervisor and program staff visits (4-6 hours)
- Candidate fieldwork video analysis conducted by USF faculty (2 hours)
- Provide seminars and online modules that support intern’s professional development (2 hours)

Joint University and District responsibility:

- English Learner (EL) support that will include but not limited to: coaching, planning, modeling, classroom assistance, curriculum, and effective teaching methodologies (4 hours)

University of San Francisco

Alameda Unified School District

By: _____
Rebecca Hong, Ed.D.

By: _____
Name (Signature)

Vice Provost
Title

Name (Print)

Date

Title

Date

Appendix B

Preservice Preparation and Support and Supervision Requirements for the Education Specialist Internship Credentials

In 2018, the Commission on Teacher Credentialing (CTC) outlined new guidelines in the CTC Education Specialist Program Standards and Teacher Performance Expectations (TPEs). These standards align with the California Standards for the Teaching Profession (CSTP), with the goal of improving teacher preparation experience of candidates. The following support activities will be tracked by the candidate and approved by the program sponsor:

District Level responsibilities:

- Sites selected should have a fully qualified mentor teacher/district support provider (DSP) with an appropriate like credential and a fully qualified site administrator.
- A DSP must be identified and assigned within the first two weeks of employment at the given district/site.
- The DSP holds a Clear Education Specialist Credential for which they are providing supervision and have a minimum of three years of Birth to age 22 teaching experience.
- The DSP must have demonstrated exemplary teaching practices as determined by the employer and the preparation program.
- Site administrator and DSP will have on-going correspondence with the USF assigned Fieldwork Supervisor.
- Site administrator will attend a 3-way evaluation meeting at the end of each semester with the candidate and USF Fieldwork Supervisor to discuss candidate performance related to the TPEs.
- DSP must provide a minimum of 5 hours/week of support and/or guidance. Support and guidance may include a variety of activities, including lesson-modeling; observation and coaching; co-planning and feedback on lesson planning; problem-solving regarding: instruction, classroom management, student access to curriculum, and other student-related issues; grade-level meetings, and email and phone conversations with a district-employed supervisor/DSP. Support and guidance can also be provided by grade level leads, department chairs and others appointed by administration.
- Interns need to have opportunities to participate in early field experience in experienced mentor classrooms in both general education and special education settings. Sites should plan to provide substitute coverage for candidates to complete some of the observations in person (approx. 20 hours each year).
- The teacher candidate may need support in sending and receiving signed consent from students and families, to video record teaching sessions for observational purposes, and to complete program requirements.

University level responsibilities:

- The program provides DSPs a minimum of 10 hours of professional development including initial orientation to the program curriculum, adult learning theory, and current content specific pedagogical and instructional practices, as well as effective supervision approaches such as cognitive coaching. DSPs must be able and willing to participate in the initial program orientation (2 hours) and additional professional development as needed. The DSP or district may submit appropriate documentation to waive 8 of the 10 required hours.

Joint University and District responsibility:

- The matching of the candidate and DSP must be a collaborative process between the school district and the program.

University of San Francisco

Alameda Unified School District

By: _____

Rebecca Hong, Ed.D.

Vice Provost

Title

Date

By: _____

Name (Signature)

Name (Print)

Title

Date

**California State University, East Bay
College of Education and Allied Studies**

Multiple Subject Teaching Credential
Single Subject Teaching Credential
Education Specialist Credential, Mild Moderate Disabilities
Education Specialist Credential, Extensive Support Needs

**Memorandum of Understanding and Agreement
For the Employment of University Students Who Have an Intern Credential**

This agreement is between the **Alameda Unified School District** (“District”) and the **California State University, East Bay** (“University”), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Internship Program through which University students who hold an intern credential from the California Commission on Teacher Credentialing (“Paid Interns”) will gain experience in the public school setting. This agreement does not apply to unpaid service learning placements for uncredentialed University-enrolled students, or to student teacher placements that are part of a credentialing program.

RECITALS

University operates a program for the education and training of candidates pursuing a California Preliminary Education Specialist (Mild/Moderate and Moderate/Severe) Teaching Credential and Preliminary Multiple Subject Teaching Credential and/or Single Subject Teaching Credential with English Learner Authorization (ELA) and is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer intern options in these programs.

The District is authorized under Education Code 44320 et seq., to cooperate with institutions of higher education in providing training and experience to credential candidates who hold an intern credential (“Paid Intern”).

One or more District employees who are credentialed, experienced faculty members at a District high school, middle school, or elementary school have agreed to be responsible for a class or classes assigned to a credential candidate, and may be referred to below as cooperating teachers.

University employs one or more experienced credentialed teachers, administrators, or doctoral candidates who have agreed to provide direct classroom supervision and support to credential candidates and cooperating teachers. Such individuals may be referred to below as university supervisors.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 5 years beginning **August 1, 2024** and ending **June 30, 2029**, unless terminated sooner. Either party may terminate this Agreement on 30 days’ written notice to the other party; provided, however, that credential candidates shall be allowed to

conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

CTC REQUIREMENTS FOR SUPPORT AND SUPERVISION OF INTERN TEACHERS

In 2013, the California Commission on Teacher Credentialing (CTC) adopted policies that specify the number of hours of general support and supervision, as well as additional specific English learner support and supervision, which must be provided to Paid Interns. The regulations (California Education Code §44321; 5 Cal. Code Reg. § 80033) were approved and made part of law effective 2014.

Under the newly approved regulations, the University and District must ensure:

- A minimum of 144 hours per year (**72 hours per semester**) of support/mentoring and supervision must be provided to each Paid Intern including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. See Appendix A for more information.
- **A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.**
- The District must identify a mentor or other designated individual who meets the Commission's specified criteria prior to a Paid Intern assuming daily teaching responsibilities.
- An additional 45 hours per year (**23 hours per semester**) of support/mentoring and supervision specific to meeting the needs of English learners is required for a Paid Intern who enters the program without a valid English learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner Authorization or Crosscultural, Language and Academic Development (CLAD) Certificate. The additional hours of support can be provided by the credential program and/or the district employed mentor. The individual(s) providing this support must hold a valid California Teaching Credential with a valid English Learner Authorization or Crosscultural Language and Academic Development (CLAD) Certificate.
- No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person.
- Candidates in the internship program will assume the functions that are authorized by the regular standard credential and that the interns' services meet the instructional or service needs of the participating district(s).

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. Prior to the Paid Intern's first day as teacher of record, provide each Paid Intern with a certified, experienced district-employed mentor/liason who will work collaboratively with the University Supervisor to support the Paid Intern in achieving competency in the Teaching Performance Expectations. District will provide documentation of appropriate credentialing of district-employed supervisor as needed.
2. Identify a District-employed supervisor who serves as an evaluator for the Paid Intern.

3. Provide new teacher orientation, on-going support and other clinical/professional experiences for Paid Interns teaching in the District's schools under the supervision of a district-employed mentor/liaison.
4. Provide release time for participation in district group/regional group meetings and professional development activities including time to observe other exemplar teachers teaching in their classrooms.
5. District will immediately notify University if the District has knowledge of or suspects any professional or ethical violations by a Paid Intern. University will cooperate with District in any investigation concerning the reported violation.
6. District will instruct intern in school policies regarding child abuse reporting, sexual harassment and professional conduct.

UNIVERSITY DUTIES

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the intern.
2. University will guarantee that Paid Interns have met California Commission for Teacher Credentialing (CTC) requirements for an intern credential (Certificate of Clearance, CBEST, subject matter competence, negative tuberculosis test, U.S. Constitution) and University requirements (satisfactory completion of course work that meets the CTC pre-service requirement, satisfactory completion of one standard student teaching placement, a copy of the district offer of employment) prior to recommending the candidate for an intern credential.
3. The University will notify interns that each intern credential will be valid for a period of two years, as long as candidates are enrolled in the program. However, a certificate may be valid for three years if the intern is participating in a program leading to the attainment of a specialist credential to teach students, or for four years if the intern is participating in a district intern program leading to the attainment of both a multiple subject or a single subject teaching credential and a specialist credential to teach students with mild/moderate support needs.
4. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
5. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Paid Intern in the school. District will cooperate with University in any investigation concerning the reported violation.
6. University will guarantee that the Paid Intern and university supervisors have appropriate TB and fingerprinting clearance.
7. University will instruct Paid Interns in state laws regarding child abuse reporting, sexual harassment and professional conduct.
8. University supervisors will conduct systematic and regular observations of Paid Interns' performances in the District's classrooms.
9. University supervisors will confer regularly with district-employed mentor/liaison and with the site administration through meetings, telephone calls, and/or e-mail.

UNIVERSITY SUPERVISOR AND DISTRICT-EMPLOYED MENTOR/LIAISON RESPONSIBILITIES

1. Collaborate to ensure that the Paid Intern receives a minimum of two hours of support/mentoring and supervision every five instructional days.
2. Collaborate to ensure that the Paid Intern receives specific support and supervision in addressing the needs of English Language Learners.
3. Use the list of activities that satisfy CTC support and supervision requirements to assist the Paid Intern in identifying and participating in a broad range of experiences to support his/her growth as a teacher.
4. Assist the Paid Intern in creating networks with faculty, staff, and administrators who can provide additional support.

PAID INTERN RESPONSIBILITIES

1. Document required hours weekly using the *University Intern Support and Supervision Record*.
2. Review the *Intern Support and Supervision Record* with both the University Supervisor and District-employed mentor/liaison to ensure that he/she is receiving the required support/mentoring and supervision.
3. Submit signed *Record* at the end of each month to the University.

DISTRICT DISCRETION

It is at the sole discretion of the District to hire a University candidate for a Paid Intern position and to terminate the assignment in accordance with District policies and procedures. The District will notify the University of any review that could result in termination. The University will notify the CTC to withdraw the intern credential of a Paid Intern who is terminated by the District.

LIABILITY INSURANCE & WORKERS' COMPENSATION

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Paid Interns, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance with no exclusion for molestation or abuse at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty Million Dollars (\$20,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on any individuals considered as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the

effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall maintain automobile liability, general liability, workers' compensation and errors and omissions liability coverages for themselves and their respective employees. Errors or omissions liability coverage shall include coverage for negligence relating to alleged sexual misconduct and shall be on an occurrence basis. Automobile liability coverage must apply to owned, non-owned and hired automobiles. The required coverage may be provided by way of adequately documented individual or pooled self-insurance.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

District shall maintain workers' compensation coverage applicable to its employees, including Paid Interns.

INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county where the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes

the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.

4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (attorney fees and costs) incurred in the lawsuit or legal action as allowed by law..
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:|

District Contact:

Alameda Unified School District
2060 Challenger Dr. Alameda. CA. 94501
Sandy Wong, Director, Certificated Personnel
swong@alamedaunified.org | 510-337-7027

CSU East Bay: College of Education & Allied Studies
25800 Carlos Bee Blvd, Hayward, CA 94542

Program Issues:

Shadi Roshandel, Department Chair
510/885-4484
shadi.roshandel@csueastbay.edu

Contract Issues:

Robert Williams, Dean
510-885-7439
Robert.williams@csueastbay.edu

Please also reference Appendix B for department contacts.

8. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

Signed by DISTRICT:

By: _____

Name: Timothy Erwin

Title: Asst. Superintendent, Human Resources

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Signed by UNIVERSITY:

By: _____

Name: Robert A. Williams

Title: Dean, CEAS

Date: _____

By: _____

Name: Shadi Roshandel

Title: Department Chari, TED

Date: _____

Appendix A

“Intern” Support: A Shared Commitment to Excellence in Teaching
196 Hours of Support per School Year

CSU East Bay Support: University Supervisor (US), Intern Coordinator	District Support: Employer Provided Mentor (EPM)	Shared Responsibility
<p><u>Regular Ed/Special Ed: US Observations and Conferences</u></p> <ul style="list-style-type: none"> 8 observations of the “Intern” teaching and follow-up conferences (2 hours each) <p><u>EL: US Observations and Conferences</u></p> <ul style="list-style-type: none"> 4 observations of the “Intern” teaching EL and follow-up conferences (2 hours each) <p>Total 24 hours (1 hour per week)</p>	<p><u>Regular Ed/Special Ed: EPM Support, Mentoring and Supervision</u></p> <ul style="list-style-type: none"> 26 hours of support, mentoring, and supervision within the school day <p><u>EL: EPM Support and Supervision</u></p> <ul style="list-style-type: none"> 10 hours of support, mentoring, and supervision related to English Learners during the school day (May include observations of EL in other classrooms) <p>Total 36 hours (1 hour per week)</p>	<p><u>“Intern”, US, EPM Meetings</u></p> <ul style="list-style-type: none"> The “intern”, the US and the EPM shall meet in person at least three times per semester (6 meetings, 1 hour each) to discuss the “Intern’s” progress. During the first meeting the “intern”, the US and the EPM will develop an Individualized “Intern” Plan (IIP), describing the support, mentoring and supervision the “intern” will receive. The plan shall be approved by the CSU East Bay “Intern” Coordinator. <p>Total 6 hours</p>
<p><u>Seminars</u></p> <ul style="list-style-type: none"> Candidates will attend online and face-to-face fieldwork or other seminars focusing on problem solving with students, curriculum, and instruction for regular education and EL students (minimum of two semester units) <p>Total 30 hours</p> <p><u>“Intern” Coordinator</u></p> <ul style="list-style-type: none"> The “Intern” Coordinator will communicate with interns by email and/or phone and will monitor their completion of the “Intern” Support Record using the “app” “My Internship Journal” <p>Total 10 hours</p>	<p><u>District or School-Sponsored Professional Development, Meetings</u></p> <ul style="list-style-type: none"> “Interns” will attend a minimum of 90 hours of district and school site-sponsored professional development and meetings including new teacher orientation, grade level, department meetings, faculty meetings, and professional development seminars. Candidate-initiated observations are also included. <p>Total 90 hours</p>	

Appendix B

The District and CSU East Bay will exchange the following contact information required in the “Intern” Support, Mentoring and Supervision of the Memorandum of Understanding in the MOU.

I. California State University, East Bay

A. Program Director Contact Information

Name:	Robert Williams
Title	Dean
Department:	College of Education & Allied Studies
Contact	Matthew Cabanting
Telephone Number:	510-885-3942
Email:	matthew.cabanting@csueastbay.edu
Mailing Address:	25800 Carlos Bee Blvd, AE-235, Hayward, CA 94542

B. Intern Program Coordinator:

Name:	Kelly Marie Moore
Title	Intern Program Coordinator
Department:	College of Education & Allied Studies
Telephone Number:	510-885-3897
Email:	kelly.moore@csueastbay.edu
Mailing Address:	25800 Carlos Bee Blvd, AE-213, Hayward, CA 94542

II. Alameda Unified School District

A. Contact Information:

Name:	Sandy Wong
Title	Director, Certificated Personnel
Department:	
Telephone Number:	510-337-7027
Email:	swong@alamedaunified.org
Mailing Address:	2060 Challenger Dr. Alameda. CA. 94501

B. Program Contact:

Name:	
Title	
Department:	
Telephone Number:	
Email:	
Mailing Address:	

/mc

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Quarterly Report on Williams Uniform Complaints

Item Type: Consent

Background: The Board of Education’s approval is needed by the Alameda County Office of Education on the quarterly reporting of complaints received under the Valenzuela/CAHSEE Lawsuit Settlement – Williams Uniform Complaints.

There were no Williams Uniform Complaints during the quarter ending June 30, 2024.

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.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

Description	Upload Date	Type
□ Williams Quarterly Report - April-June 2024	7/12/2024	Backup Material



Quarterly Report on *Williams* Uniform Complaints

[Education Code § 35186]

District: _____

Person completing this form: _____ Title: _____

Quarterly Report Submission Date:
(check one and include year)

- October _____ (for July-Sept)
- January _____ (for Oct-Dec)
- April _____ (for Jan-Mar)
- July _____ (for Apr-June)

Date for information to be reported publicly at governing board meeting: _____

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
TOTALS			

Print Name of District Superintendent

Signature of District Superintendent

Date

Please return completed form to Phillip Owens
eFax: (510) 670-3236 | Email: phillipo@acoe.org

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Ratification of Contracts Executed Pursuant to Board Policy 3300

Item Type: Consent

Background: On January 9, 2024, 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, Assistant Superintendent of Business Services, Assistant Superintendent of Human Resources, and the Purchasing Manager.

Resolution Number 2023-2024.35 further limited the delegation to expenditures of less than \$114,500 and required that the Board of Education ratify the contracts within sixty (60) days of incurring the expense.

1. (Fund 01) Master Professional Services Agreement between AUSD and New Direction Solutions, LLC dba ProCare Therapy for various rates with a total not to exceed \$300,000.00.
2. (Fund 01) Master Professional Services Agreement between AUSD and Pine Health LLC for various rates with a total not to exceed \$500,000.00.
3. (Fund 01) Contract for Repairs, Maintenance or Small Construction Projects between AUSD and Jet Mulch, Inc. for a total price of \$40,000.00.
4. (Fund 01) Professional Services Agreement between AUSD and Ed Theory, LLC for hourly rates of \$100 and a total not to exceed \$273,800.00.
5. (Fund 01) Professional Services Agreement between AUSD and Silicon Valley Math Initiative for a total not to exceed \$32,400.00.
6. (Fund 01) Amendment No. 1 to Master Professional Services Agreement between AUSD and Stepping Stones Group for an increase of \$150,000 and an amended PSA value of \$650,000.00.
7. (Fund 01) Professional Services Agreement between AUSD and Expert Hiring for an hourly rate of \$85.00 with a total not to exceed \$109,480.00.
8. (Fund 01, Resource 8150) Contract for Repairs, Maintenance or Small Construction Projects between AUSD and Otis Elevator Company for preventative maintenance services with a total not to exceed \$39,160.80.
9. (Fund 01, Resource 8150) Contract for Repairs, Maintenance or Small Construction Projects between AUSD and Otis Elevator Company for on-call emergency services with a total not to exceed \$50,000.00.
10. (Fund 01, Resource 8150) Contract for Repairs, Maintenance or Small Construction Projects between AUSD and DSB+ Commercial Floor Finishes for a total price of \$34,773.00.
11. (Fund 01) Professional Services Agreement between AUSD and Kyle's Assessment LLC for an assessment rate of \$1500.00 and a total not to exceed \$37,500.00.
12. (Fund 01) Professional Services Agreement between AUSD and ASF

Clean Team for a total not to exceed \$55,000.00.

13. (Fund 01, Resource 8150) Contract for Repairs, Maintenance or Small Construction Projects between AUSD and Knorr Systems, International for a total not to exceed \$26,146.00. (Shared cost with City of Alameda)

14. (Fund 01) Amendment No. 1 to Professional Services Agreement between AUSD and Krush Evaluations for a reduction of \$56,250.00 and an amended PSA value of \$18,750.00.

15. (Fund 01, Resource 8150) Contract for Repairs, Maintenance or Small Construction Projects between AUSD and Gachina Landscape Management for a total not to exceed \$50,000.00.

16. (Fund 13) Contract for Repairs, Maintenance or Small Construction Projects between AUSD and Bay City Mechanical for a total not to exceed \$50,000.00.

17. (Fund 01) Professional Services Agreement between AUSD and Better Together Audiology for an hourly rate of \$175.00 and a total not to exceed \$70,000.00.

18. (Fund 01) Professional Services Agreement between AUSD and Soliant Health, LLC for an hourly rate of \$135.60 for a total not to exceed \$197,462.72.

19. (Fund 01) Master Professional Services Agreement between AUSD and SPG Therapy & Education for various hourly rates not to exceed \$1,500,000.00.

20. (Fund 01) Professional Services Agreement between AUSD and The Eval Group for an hourly rate of \$125.00 and a total not to exceed \$183,000.00.

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
<input type="checkbox"/> ProCare Therapy	8/7/2024	Backup Material
<input type="checkbox"/> Pine Health	8/7/2024	Backup Material
<input type="checkbox"/> JetMulch	8/7/2024	Backup Material
<input type="checkbox"/> Ed Theory	8/7/2024	Backup Material

☐ SVMI	8/7/2024	Backup Material
☐ Stepping Stones Group	8/7/2024	Backup Material
☐ Expert Hiring	8/7/2024	Backup Material
☐ Otis Elevator_Preventative	8/7/2024	Backup Material
☐ Otis Elevator_On Call	8/7/2024	Backup Material
☐ DSB Commerical Flooring	8/7/2024	Backup Material
☐ Kyles Assessments LLC	8/7/2024	Backup Material
☐ ASF Clean Team	8/7/2024	Backup Material
☐ Knorr Systems	8/7/2024	Backup Material
☐ Krush Evaluations	8/7/2024	Backup Material
☐ Gachina Landscape Management	8/7/2024	Backup Material
☐ Bay City Mechanical	8/7/2024	Backup Material
☐ Better Together Audiology	8/7/2024	Backup Material
☐ Soliant Health LLC	8/7/2024	Backup Material
☐ SPG Therapy & Education	8/7/2024	Backup Material
☐ Eval Group	8/7/2024	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and Ed Theory (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. Services. The CONTRACTOR shall provide the following services (include location, dates, to whom services are provided):

Contractor will provide Preschool SLP assessments for ACDC Preschool for the 24-25 SY.
Contractor will provide a CEC Teacher at Otis for the 24-25 SY.

2. Terms. The term of this agreement shall be from August 14, 2024 (or the day immediately following approval by the Superintendent or Assistant Superintendent(s) per (Education Code(s) §35161 and §17604) if the aggregate amount CONTRACTOR contracted with AUSD is below \$114,500; or, approval by the Board of Education if the total contract(s) exceeds \$114,500) to June 30, 2025. The work shall be completed no later than June 6, 2025.

3. Compensation. This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs. **Select one of the following:**

- 3.1.1 CONTRACTOR is providing services for a flat fee which shall not exceed \$_____.
- 3.1.2 CONTRACTOR will be compensated at an hourly rate. CONTRACTOR will provide a maximum hours of service at a rate of \$100 /hour for a total not to exceed \$273,800.00 .
- 3.1.3 Other:_____.

AUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred or equipment, materials or supplies used by CONTRACTOR in performing services for AUSD, except as follows N/A; which shall not exceed a total cost of \$_____.

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 invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by AUSD and in that case must be replaced by CONTRACTOR without delay.

4. Strategic Alignment. Select one of the following:

4.1 **School-based Agreements:** How does this service support academic goals and increase student achievement as described in the Board-approved School Site Plan? _____

4.2 **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? Necessary for student evaluation

5. Conduct of Contractor. CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications as identified prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9.

5.1 Tuberculosis Screening. Select one of the following:

5.1.1 TB Clearance will be completed through AUSD prior to starting work or such records are already on file.

5.1.2 Agency certifies that they require all employees or subcontractors to complete TB testing and maintain such records.

5.1.3 **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students more than eight (8) hours.

(CONTRACTOR initials)

(AUSD Representative initials)

5.2 Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the AUSD under this Agreement."

Fingerprinting of Employees and Agents. Select one of the following:

- 5.2.1 Fingerprint Clearance will be completed through AUSD prior to starting work or records are already on file.
- 5.2.2 Agency or Organization certifies that they require all employees or subcontractors to complete fingerprinting and maintains such records.

- 5.2.3 **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 5.2 as:
- CONTRACTOR staff will have no contact or interactions with students outside of the immediate and constant supervision and control of the pupil's parent or guardian or a school employee; or
- CONTRACTOR services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and CONTRACTOR'S employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to services under this Agreement:

_____ (CONTRACTOR initials)

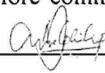
_____ (AUSD Representative initials)

- 5.3 **Removal of CONTRACTOR's Employee(s).** In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR-related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. **Insurance.** The CONTRACTOR shall procure and maintain the following insurance coverage at all times. Failure to provide documentation or maintain coverage during the contract's term will result in termination.

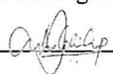
6.1 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services in conformance with the laws of the State of California and Federal laws when applicable. Workers' Compensation shall meet statutory requirements and Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence. **Select one of the following:**

- The CONTRACTOR is aware of and in compliance of the provisions of Section 3700 of the Labor Code and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement.

*CONTRACTOR acknowledgement 

- The CONTRACTOR is exempt from Workers' Compensation Requirements as a Sole proprietor or Independent Contractor with no employees.

6.2 General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and when applicable, Automobile Liability Insurance (Any Auto) that shall protect the CONTRACTOR and AUSD, from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Service with a minimum requirement of One Million Dollars (\$1,000,000) per occurrence. Certain professional services provided through this Agreement may require higher cover limits as determined by AUSD.

*CONTRACTOR acknowledgement 

6.3 Professional Liability Insurance. If CONTRACTOR is providing AUSD professional or advice or consultation for implementation under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

Waiver of Professional Liability Insurance. CONTRACTOR is not required to maintain professional liability insurance due to the scope of services in this Agreement.

_____ (CONTRACTOR initials)

_____ (AUSD Representative initials)

6.4 Proof of Carriage of Insurance. CONTRACTOR shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been provided to AUSD and approved by AUSD. Certificates and insurance policies shall include the following:

6.4.1 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 AUSD, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

6.4.2 An endorsement stating that the AUSD are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that the Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by the AUSD.

6.4.3 All policies shall be written on an occurrence form.

6.4.4 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 AUSD.

7. Notices. All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

AUSD

CONTRACTOR

Name: Randhir Bains
Title: Senior Director Special Educaiton
Address: 2060 Challenger Dr
Alameda, CA 94501
Email: rbains@alamedaunified.org

Name: Ed Theory
Title: Chief Executive Officer
Address: 6701 Koll Center Pwky Ste 250
Pleasanton, CA 94566
Email: rajat@edtheory.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address.

8. Invoicing. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD.

8.1 Invoices shall be emailed directly to accountspayable@alamedaunified.org or mailed to Attn: Accounts Payable at 2060 Challenger Drive, Alameda, CA 94501. Invoice shall include but not be limited to: consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.

9. **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

10. Contractor Qualifications / Performance of Services.

10.1 **Contractor Qualifications.** CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.

10.2 **Standard of Care.** CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. 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 schools.

11. **Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR certifies that s/he performs work that is outside the usual course of the AUSD's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' 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 the work. AUSD's interest is only in the results obtained.

12. **Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.

13. **Site Access/Security.** While providing services as set forth in this contract, it may be determined that keys are necessary for access or emergency response. In the event that keys are approved to be issued to the CONTRACTOR, the CONTRACTOR acknowledges and agrees to the responsibility of securely maintaining said keys. The CONTRACTORS' duty, along with its employees or subcontractors if applicable, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the organization must report the incident to the AUSD in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with AUSD terminate or expire, all individuals must return all keys to the original issuer on their final day. The CONTRACTOR assumes all liability for re-keying costs at any AUSD school site associated with the use, loss, or failure to return AUSD keys, including the potential of reduced or withheld invoice payments if necessary.

14. **Anti-Discrimination.** It is the policy of AUSD 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 Labor Code Section 1735 and AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.

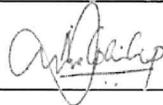
- 15. Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 16. Indemnification.** CONTRACTOR agrees to defend, indemnify and hold harmless AUSD, its Board, trustees, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR or its sub-Contractors, and any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the services of the CONTRACTOR, whether authorized by this Agreement or not. CONTRACTOR further agrees to waive all rights of subrogation against AUSD. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of AUSD or any of its agents or employees
- 17. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, 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 AUSD. 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. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artworkcopy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.
- 18. Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 19. Termination.** AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.
- 20. 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.
- 21. AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:
- 21.1** Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - 21.2** Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor.

- 22. Limitation of AUSD Liability.** Other than as provided in this Agreement, AUSD'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 AUSD 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.
- 23. Confidentiality.** CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. In the event CONTRACTOR receives student data protected by the Family Educational Rights and Privacy Act ("FERPA"), Provider shall abide by Education Code section 49073, including the following: (a) Provider shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data (b) Provider shall delete or otherwise dispose of student data in its possession after the termination of services under this Agreement (c) Provider shall undertake reasonable precautions to protect the student data and shall promptly report to the AUSD any unauthorized access to the student data.
- 24. Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement. In the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.
- 25. 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.
- 26. Litigation.** This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. Agreement Contingent on Governing Board Approval.** The AUSD shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the AUSD's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.
- 28. 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. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

- 29. Contract Publicly Posted.** This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public online via the Internet.
- 30. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List.
- 31. Force Majeure.** At the AUSD's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The AUSD shall not be responsible for any costs associated with this Agreement while performance is so excused.
- 32. Other.** Additional terms attached or edits to must be approved by AUSD.

I. SITE

CONTRACTOR Print Name & Title: Marvel Philip - Chief Executive Officer

CONTRACTOR Signature:  Date: 8/2/2024

SOURCE OF FUNDS (check appropriate):

Unrestricted Funds (Fund 01) Donated Funds Restricted Funds

Budget Code: 01-6500-0-5730-1180-5800-040-40-1920

Randhir Bains Requesting Administrator Date: 08/05/2024

The person(s) signing this Agreement on behalf of each party has been given the proper authority and empowered to enter into this Agreement.

SEND TO: Business Services

II. HR

Human Resource Approval Yes No

 Signature of Human Resource Administrator Date: 08/05/2024
Timothy Erwin (Aug 5, 2024 11:52 PDT)

III. BOARD DELEGATES

- Superintendent, Pasquale Scuderi
- Assistant Superintendent of Human Resources, Tim Erwin
- Assistant Superintendent of Educational Services, Kirsten Zazo
- Assistant Superintendent of Business Services, Shariq Khan

 Signature of Superintendent or Assistant Superintendent Date: 08/05/2024
Kirsten Zazo (Aug 5, 2024 11:49 PDT)

IV. BOARD

BOE Approval Required for Contracts Equal To Or Greater Than \$114,500:

Signature of President, Board of Education Date

Signature of Secretary, Board of Education Date

**Addendum No. 1 to Master Professional Services Agreement
(PSA) Terms for Providers of Particular Services**

33. Additional Insurance Requirements

In addition to requirements as detailed in 6. Insurance, CONTRACTOR will insurance coverage for sexual misconduct and harassment coverage with combined sibgle limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate

34. Training

Contractor certifies that staff providing services to the District shall arrive trained and certified for the service provided; including the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters as stated in California Penal Code § 11164 – 11174. Should Contractor choose to send staff to District training, those hours will not be paid by the District.

35. Paraprofessional Minimum Qualifications

All paraprofessionals (instructional and non-instructional) identified for potential placement at the District must meet the following minimum requirements for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education or other COE as approved by the District. Such evidence of qualifications (diploma, County record) shall be provided with each agency's signed PSA or Master Professional Services Agreement Addendum. The District will not counter-sign an agreement for placement without this included. Contractors who provide paraprofessionals without this qualification do so with no expectation of the District compensating services beyond their minimum rate.

36. Contract Approval Requirements

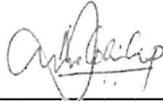
Contractor shall only provide services to the District as agreed to in a fully executed PSA or Master Professional Services Agreement Addendum. Contractors who provide staff for services without a countersigned Addendum do so with no expectation of payment. The District will not compensate any service that did not have a fully executed PSA or Master PSA Addendum before commencing, even should that service have been requested by staff verbally or through email, etc. The District will not retro-date and execute an agreement to cover these scenarios.

37. Invoicing for Agencies

For agencies staffing District positions, each must be invoiced separately and include the District PO number. The invoice must contain backup documentation indicating hours worked in a format acceptable to the District for payment to be processed.

Acknowledgment of these additional terms:


Kirsten Zazo (Aug 5, 2024 11:49 PDT)
District Representative


Contractor Representative



EDTHLLC-01

MIZO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0G66614 One Risk Group, LLC DBA: One Risk Management & Insurance Services 6701 Koll Center Parkway, Suite 350 Pleasanton, CA 94566	CONTACT NAME: PHONE (A/C, No, Ext): (925) 226-7350		FAX (A/C, No): (925) 226-7380
	E-MAIL ADDRESS: Certificates@oneriskgroup.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : MedChoice Risk Retention Group			15738
INSURER B : Lexington Insurance Company			19437
INSURER C : Security National Insurance Company			19879
INSURER D :			
INSURER E :			
INSURER F :			

INSURED

 EdTheory, LLC
 6701 Koll Center Parkway, Suite 250
 Pleasanton, CA 94566

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	FPL01019-01	7/16/2023	7/16/2024	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			FPL01019-01	7/16/2023	7/16/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			6799012	7/16/2023	7/16/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SWC1496993	5/15/2024	5/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prof Liability			FPL01019-01	7/16/2023	7/16/2024	\$3M / Aggregate 1,000,000
A	Sexual Misconduct			FPL01019-01	7/16/2023	7/16/2024	\$1M / Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Alameda Unified School District is included as Additional Insured to the extent provided in the attached form.

CERTIFICATE HOLDER

CANCELLATION

Alameda Unified School District
 2060 Challenger Dr.
 Alameda, CA 94501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Monica Dgo

Miscellaneous Healthcare Facility Professional Liability Insurance Policy
 ADDITIONAL INSURED – DESIGNATED ORGANIZATION ENDORSEMENT

Subject to the Declarations and to all other terms and conditions of the Policy to which this Endorsement is attached, the Company and the **named insured** agree to amend the Policy as follows:

As of the endorsement effective date until the endorsement expiration date, insurance is afforded under this Policy to any organization(s) that are required by a contract or agreement with the **named insured** executed prior to a **claim**. Such organization is an **additional insured** under this policy on a shared limits basis under Coverages A Professional Liability and/or B Commercial General Liability as required by written contract or agreement.

With respect to the insurance afforded to the **additional insured**, this Policy is amended as follows:

To the extent coverage is afforded to the **additional insured** under Coverage B Commercial General Liability, Section IV. EXCLUSIONS, subparagraphs D.11.a., D.11.b. and D.11.f. are deleted and replaced as follows:

IV. EXCLUSIONS

D. Exclusions Applicable to Coverage B (Commercial General Liability)

- 11. liability for **property damage** to:
 - a. property owned or occupied by or rented or loaned to the **named insured**. However, this exclusion does not apply to **property damage** to equipment leased to the **named insured** by the **additional insured**;

Named Insured's Name & Address: EdTheory, LLC 6701 Koll Center Parkway Suite 250 Pleasanton, CA 94566	Policy Number FPL01019-01
	Effective Date & Expiration Date
	Endorsement Effective Date 7/16/2023
Authorized Signature: 	

This endorsement is subject to the declarations, conditions, exclusions and all other terms of the policy indicated above which are not inconsistent with this endorsement and forms a part of that policy when signed by an authorized representative of the company.

Miscellaneous Healthcare Facility Professional Liability Insurance Policy
ADDITIONAL INSURED – DESIGNATED ORGANIZATION ENDORSEMENT

- b. premises sold, given away or abandoned by the **named insured** or premises rented to the **named insured** by the **additional insured** and vacated by the **named insured** prior to the expiration of the lease term if the **property damage** arises out of any part of those premises, or to liability arising from such premises or any part thereof;

- f. Exclusion IV.D.11. does not apply to liability of the **named insured** for **property damage** to premises rented to and occupied by the **named insured** caused by:
- (1) fire or explosion;
 - (2) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air conditioning systems; or
 - (3) rain admitted directly to the building interior through open or defective doors, windows, skylights, transoms or ventilators.

Payments made for liability within the scope of this subparagraph D.11.f. shall not exceed \$1,000,000 in the aggregate for all **claims** reported within the **policy period** and are included in and attributable to the aggregate Limit of Insurance described in Section VIII of this Policy.

The following subparagraph D is added to Section VII. LIMITS OF INSURANCE:

VII. LIMITS OF INSURANCE

D. Limits of Insurance Applicable to Additional Insured-Designated Organization Endorsement

The most the Company will pay on behalf of the **additional insured** is the amount of insurance:

1. required by the contract or agreement with the **additional insured**; or
2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Miscellaneous Healthcare Facility Professional Liability Insurance Policy
ADDITIONAL INSURED – DESIGNATED ORGANIZATION ENDORSEMENT

The following is added to Section VIII. CONDITIONS, D. Subrogation:

VIII. CONDITIONS

The Company agrees to waive any right of recovery it may have against the **additional insured** because of payments the Company makes under Coverage A, Professional Liability, or Coverage B, Commercial General Liability, of this Policy, to the extent such waiver is required under a written contract with the **named insured** that was executed prior to a **claim**.

Primary Non-Contributory: If, under a written contract, the **additional insured** has agreed that this Policy provides primary non-contributory coverage, the following is added to Section VIII.D. Subrogation:

If other insurance is available to the **additional insured** described above for a loss covered by this Policy, this insurance will apply to such loss on a primary basis and the Company will not seek contribution from the other insurance available to the **additional insured**.

AMENDMENT NO. 1 to Professional Services Agreement

Dated June 25, 2024

This Amendment is entered into on August 13, 2024, between the Alameda Unified School District (District) and Stepping Stones Group (CONTRACTOR). The District entered into a PSA with CONTRACTOR for special education positions and the parties agree to amend that Agreement as follows:

<p>1. Services</p> <p>Increase of needed services.</p>
<p>2. Compensation</p> <p>Original PSA: \$500,000.00 Amendment No. 1: \$150,000.00. Amended PSA: \$650,000.00.</p>

3. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

4. Amendment History:

- There are no previous amendments to this Agreement.
- This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)

“DISTRICT”

By: _____

Name: Jennifer Williams
 President, Board of Education

“CONTRACTOR”

By: Richa Narang 7/31/24

Name: Richa Narang
 Director of Client Services

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2024-2025.01 Appointing Co-Chairs and Members of the Pupil Disciplinary Hearing Panel(s) for the 2024-25 School Year

Item Type: Consent

Background: This resolution appoints co-chairs and members of the Pupil Disciplinary Hearing Panel for the 2024-25 school year. This group forms an impartial administrative hearing panel for the purpose of imposing suspensions, conducting pupil expulsion hearings, and performing duties prescribed pursuant to Education Code 48918 and in Administrative Bulletin 5144.1.

The panel shall be comprised of the following appointees:

Tiffany Allison Juan Flores Robert Picciotto
Randhir Bains Jaqueline Gerosolimo Karen Ringewald
Angela Barrett Allison Krasnow Melissa Sackett
Lynnette Chirrick Tina Lagdamen Greg Sahakian
Tracy Corbally Michale Lee Sheila Sath Warner
Katherine Crawford Jessica Lucio Mark Segado
Kathryn Davis Adelita Martinez Kristin Snyder
Brian Dodson Jodi McCarthy Timothy Zolezzi
Bryan Dunn-Ruiz Jorge Melgoza
Holly Ellison Tri Nguyen

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.| #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: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

Description	Upload Date	Type
☐ Resolution No. 2024-2025.01 Appointing Co-Chairs and Members of the Pupil Disciplinary Hearing Panel for the 2024-25 SY	7/24/2024	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

August 13, 2024

Resolution No. 2024-2025.01

**Resolution Appointing Co-Chairs and Members of the
Pupil Disciplinary Hearing Panel for the 2024-25 School Year**

WHEREAS, Education Code Section 48918 gives the governing board the power to impose suspensions and expulsions upon a pupil pursuant to law; and

WHEREAS, pursuant to Education Code Section 48918(d), the governing board established an impartial administrative hearing panel to conduct pupil expulsion hearings and to perform, at minimum, those duties prescribed pursuant to Education Code Section 48918 and in Administrative Bulletin 5144.1, respectively;

NOW, BE IT RESOLVED, that the Governing Board of Alameda Unified School District hereby appoints the following administrators as members and co-chairs of the impartial administrative hearing panel, commonly known as the Pupil Disciplinary Hearing Panel, pursuant to Education Code Section 48918, for school year 2024-2025, effective August 15, 2024:

Tiffany Allison	Juan Flores	Robert Picciotto
Randhir Bains	Jaqueline Gerosolimo	Karen Ringewald
Angela Barrett	Allison Krasnow	Melissa Sackett
Lynnette Chirrick	Tina Lagdamen	Greg Sahakian
Tracy Corbally	Michael Lee	Sheila SatheWarner
Katherine Crawford	Jessica Lucio	Mark Segado
Kathryn Davis	Adelita Martinez	Kristin Snyder
Brian Dodson	Jodi McCarthy	Timothy Zolezzi
Bryan Dunn-Ruiz	Jorge Melgoza	
Holly Ellison	Tri Nguyen	

BE IT FURTHER RESOLVED, that each appointee shall serve in their respective capacity until his or her successor is appointed;

BE IT FURTHER RESOLVED, that all prior appointments are hereby superseded by this action; and

BE IT FURTHER RESOLVED, that one or more divisions of the Panel, composed of three duly appointed certificated members each, shall be convened as the caseload warrants.

PASSED AND ADOPTED by the following votes this 13th day of August 2024:

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: Resolution No. 2024-2025.02 Approval of Budget Transfers, Increases, Decreases

Item Type: Consent

Background: After adopting the fiscal year budget, it is often necessary to make budgetary transfers and revisions. Budget transfers allow budget managers to redistribute funds as needs and plans change, and budget revisions allow the district to increase or decrease funds based on entitlements and grants received.

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 \$129,067.82.

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. 2024-2025.02	8/5/2024	Resolution Letter
☐ Attachment A	8/5/2024	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

August 13, 2024

Resolution No. 2024-2025.02

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 13th day of August, 2024:

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 School	Donations	\$ 13,792.35
Bay Farm Elementary	Donations	\$ 1,930.00
Earhart Elementary	Donations	\$ 40,142.80
Edison Elementary	Donations	\$ 48,198.00
Encinal Jr./Sr. High School	Donations	\$ 16,538.37
Island High School	Donations	\$ 7,035.14
Lincoln Middle School	Donations	\$ 1,250.00
Maya Lin Elementary	Donations	\$ 90.00
MOF	Donations	\$ 65.16
Ruby Bridges Elementary	Donations	\$ 26.00
Total Donations		\$ 129,067.82

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Review of Positions with Undetermined Funding Sources Beyond June 2025
(10 Mins/Information)

Item Type: Information

Background: This evening the Superintendent will present to the Board key financial decision points that the district will encounter over the next 22 months. Continuing from Spring presentations about future budgetary and staffing decisions, the presentation will focus on positions that currently have no funding source after June of 2025. Discussion will also center on the need to identify an additional \$1.5 million in ongoing funding to support the recent increases in employee salary and health benefits, as well as additional positions without existing funding beyond June of 2026. This presentation is preliminary and will outline the positions in question and will solidify a prospective timeline for decision-making regarding these collective fiscal variables.

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.| #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.

Submitted By: Pasquale Scuderi, Superintendent

ATTACHMENTS:

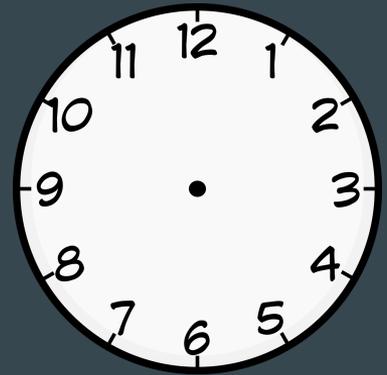
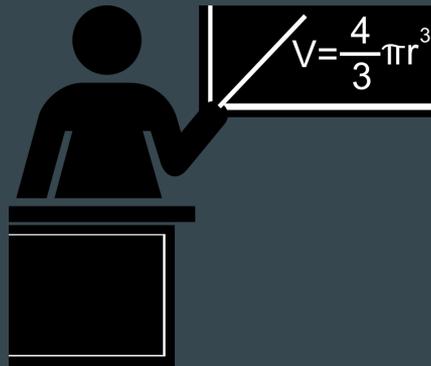
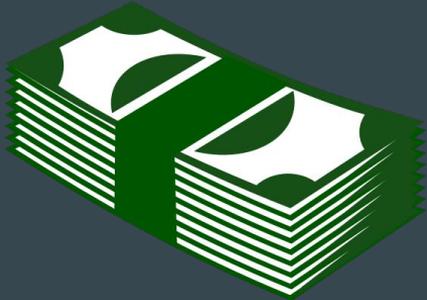
Description	Upload Date	Type
☐ Positions with Undetermined Funding	8/9/2024	Presentation

Budgeting Beyond 24-25

An overview of specific positions with undetermined funding sources beyond June of 2025

Pasquale Scuderi
Superintendent
Alameda Unified School District

For every carefully considered strategic plan there must be a resource or a capital strategy to support those goals.



As a public school district, our needs and wants often exceed the state and federal revenue we receive and even the generous contributions we receive from Alameda taxpayers.



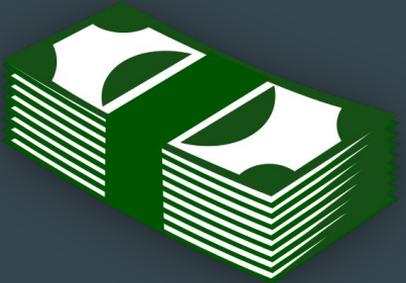
Scarcity

[sker-sə-tē]

A basic economics problem—the gap between limited resources and theoretically limitless wants.

Any new money over the next 2-3 years will likely not meet all our wants and needs.

So how do we budget and plan in a priority-based manner?



Absorbing costs of recent salary and benefits increases into ongoing budget

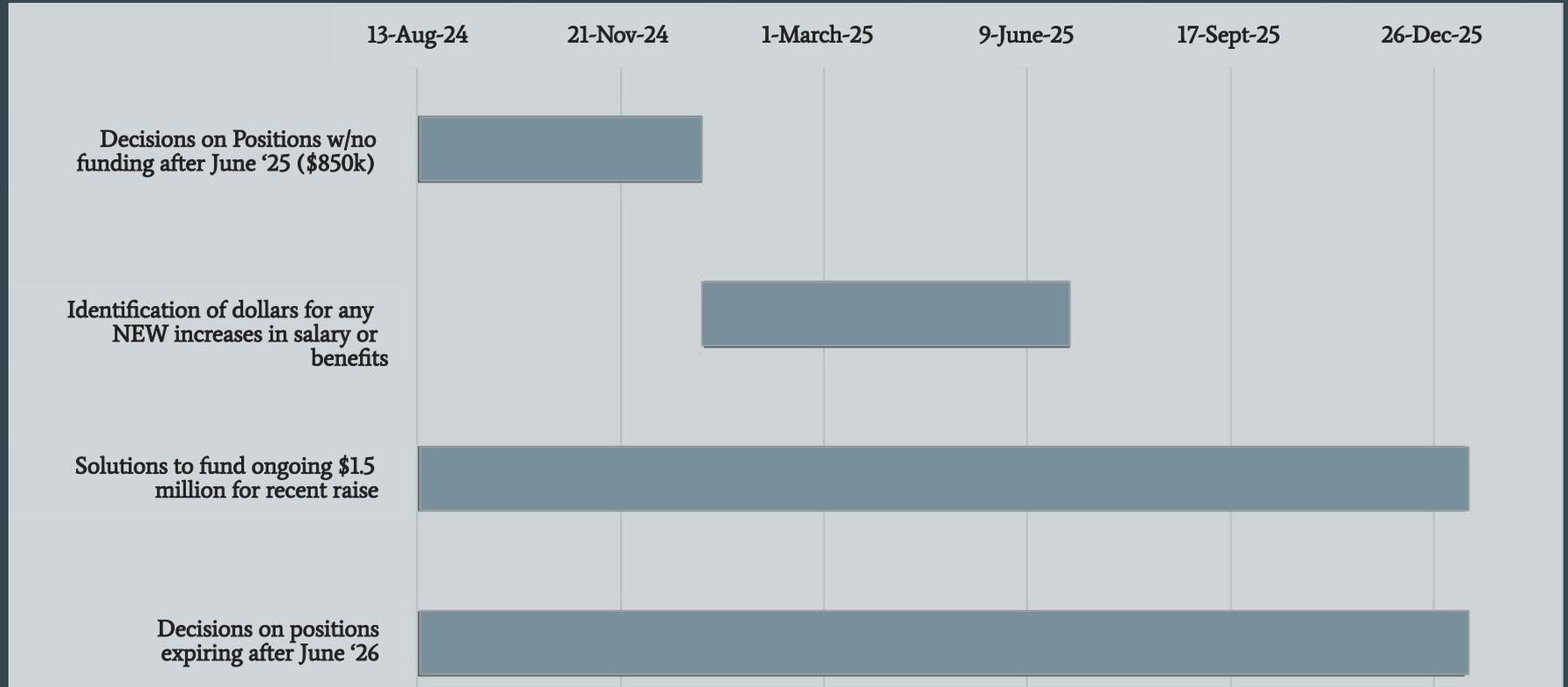
Continuing current positions and or programs whose funding is set to expire
(approximately 850k by next June)

Adding new or expanding existing programs and positions

Always as potential for emerging, unexpected, or emergency resource needs

Possible FUTURE increases to salary and healthcare contributions for all employees

Key Financial Decision Points - August '24 - June '25



Low to Moderate Expectations for New Revenue

- Even if current 3-Year Cost of Living Adjustment (COLA) projections hold true, those increases in state revenue would be low to moderate.

<i>2024-25</i>	<i>2025-26</i>	<i>2026-27</i>
1.07%	2.93%	3.08%

- Additionally, there are no current indications of significant new one-time dollars (block grants or restricted dollars) coming the in the near future.
- **These projected COLAs are already assumed in our multi-year commitments on salary and benefits**

** COLA also generally covers the annual “step and column” increases embedded in our negotiated salary schedules.*

Positions and Programming Currently Funded with One-Time Dollars

Position	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
Educator Equity/Family Engagement Coordinator	1.00	1.00	4.00	4.00	3.00	3.00	3.00	3.00
Mental Health Contract		\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	
Teacher @ Maya Lin				0.73	0.73	0.73		
Special Ed. Support for Sites			2.00	1.00	1.00	1.00		
Additional Administrative Support @ Lincoln Middle				1.00	1.00	1.00		
Academic Counselors (Wood, Lincoln, Alameda High)	3.00	3.00	3.00	2.50	2.50	2.50		
Wood Middle School Campus Supervisor			0.88	0.88	0.88			
Additional Campus Sup. at Encinal & Alameda High			1.75	1.75	1.75			
LGBTQ Liaison				0.70	0.50	0.20	0.20	0.20
TSA - Beginning Teacher Program		1.00	2.00	3.00	2.00			
Program Manager			0.50	0.50				
TSA - Beginning Teacher Program SPED	2.00	1.60	1.00	0.60				
Digital Communication Specialist	1.00	1.00	1.00	1.00				
Wellness Resource Liaison			1.00	1.00				
Counselor			1.00	1.00				
TSA to Implement Universal TK			1.00	1.00				
Teacher on Special Assignment - Special Ed.				1.00				
Teacher on Special Assignment - Learning Loss	1.00	1.00	1.00					
Program Manager - Assessment	1.00	1.00	1.00					

\$850,000
Needed to continue
services ending at the
end of 2024-25

!! Positions bracketed in RED on the left side of the chart above have no currently identified funding source beyond June of 2025. !!

Positions Currently Without Funding After June of 2025

TSA Beginning Teacher Program:

- 1.0 FTE Local solutions grant (expiring)
- Supports new SPED teachers w/induction and SPED related matters- assist with IEPs
- Supports teachers who are on PIPS/STSP
- Supports teachers on Intern Permits

LGBTQ+ Liaison:

- Increased from .2 FTE to .7 FTE for 2024-25 school year
- Will decrease to .5 FTE for 2025-26
- Will decrease to .2 FTE for 2026-27
- Emerging function and role: support school climate through professional training, has drafted broader needs assessment, and support specific initiatives and students.

Positions Currently Without Funding After June of 2025

Program Manager .5 Grant/Other Half LCFF Supplemental:

- Responsible for the overall coaching support for Intervention Leads
- Support Formal Restorative Conferences at School sites
- Culture and Climate Lead for the District (Positive Behavior Intervention Supports)
- Assists in YMHFA and tMHFA trainings
- Provide guidance to IL's in the Case Management of McKinney Vento Youth.

Digital Communications Specialist:

- Responsible for graphic design for District's communication platforms and department communication needs.
- Produces professional-quality photographs and videos to support District and site communications, including website and social media.
- Supports District and site websites.

Positions Currently Without Funding After June of 2025

Wellness Resource Liaison 1.0:

Primary focus is our highest needs students - those that are unhoused or at risk of being unhoused

- Coordinates with McKinney Vento families (enrollment, paperwork, bus passes, school supplies)
- Coordinates with community agencies to support unhoused students/families
- Provide referrals for unhoused families and those that at risk of being unhoused
- Works closely with District Counselor and CWA, keeping focus on chronically absent students

District SEL Counselor 1.0:

- Increases access to behavioral health services for students and families
- Implement interventions and/or systems that support initial and continuous linkage to behavioral health services in schools, focused on unique, vulnerable populations.
- Provides short term clinical case management for chronically absent students
- Coordinates with community agencies to support unhoused students/families

Positions Currently Without Funding After June of 2025

TSA for Universal PK:

- Support the expansion of TK across the district including:
 - Facilitating professional learning and collaboration focused developmentally appropriate practices.
 - Set up classroom environments.
 - Support implementation of TK curriculum.
- Preschool-Third grade alignment including:
 - Provide coaching for PK-K teachers
 - Member of county-wide P-3 initiative.
 - Support the development of the literacy framework, including implementation of screener that identifies gaps in reading foundational skills.
 - Develop teacher and family guidance for standards-based report cards.

Teacher on Special Assignment (SPED):

- Provide teacher coaching - Preschool/Elementary Mild/Moderate
- Monitor and supports curriculum implementation
- New/Veteran teacher support
- Support staff trainings/professional development
- Support SEIS training
- Compliance Support
- Support case management
 - Facilitate IEP's
 - Review IEP development
- Support curriculum implementation

Positions Currently Without Funding After June of 2025

Family Engagement Coordinator:

- 1.0 FTE of team of 4.0 advisors for African-American
 - Increased connectivity with families and direct supports for cohorts of students
 - Preliminary outcomes for focal scholars are encouraging

Positions That Will Need Revenue After June of 2026

- One campus supervisor position at EHS
- One campus supervisor position at AHS
- Two TSAs Beginning Teacher Support
- One additional campus supervisor at WMS

Positions That Will Need Revenue After June of 2027

<i>Teacher/Program</i>	<i>FTE/Revenue Needed</i>
Teacher @ Maya Lin:	.73 FTE
Special Ed. Support for Sites	1.0 FTE
Additional Administrative Support @ Lincoln Middle	1.0 FTE
Academic Counselors (Wood, Lincoln, Alameda High)	2.5 FTE
Multi-year Tutoring Pool	-50k annually
Developing Literacy Framework	\$81k annually
Schedule support for elementary intervention	\$170k annually
Support Collaboration	\$230k annually

Further Consideration and Next Steps

1. Affirm what work will continue
2. Acknowledge work that will be deferred or discontinued
3. Remain open to alternative or new revenue streams
4. Evaluate more broadly our larger budget for possible alternative reductions
5. Update on these costs and positions in November

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2024-2025.03 Declaration of Intent to Grant an Easement to the City of Alameda (Measure B EJSHS Field Project) (5 Mins/Action)

Item Type: Action

Background: The Measure B Bond project list includes the stadium renovation at Encinal Junior & Senior High School, located at 210 Central Ave, Alameda CA 94501, Assessors Parcel Number: 074-1310-001-02. The approved design entails replacing the existing athletic field with an all-weather track and synthetic turf, replacing 1,200 seat bleachers, and updating track and field areas. This project requires the relocation of a city storm drain currently under the field and bleachers, and as such, the City of Alameda is seeking a perpetual permanent easement and right of way for the purpose of access to repair and maintain their underground storm drain line that runs from Central Ave to an outfall in the bay. The storm drain is located under Encinal Junior & Senior High School's west driveway behind buildings 700, 600, and 900.

Education Code requires a two-step process for granting easements. Step one is the approval of the attached Resolution 2024-2025.XX Declaration of Intent to Grant an Easement to the City of Alameda.

Should the Board approve Resolution No. 2024-2025.03, a second Board Resolution granting the easement will be presented as a public hearing to the Board of Education at its August 27, 2024 meeting. The community will be advised of the Board's intent to grant the easement through a published notice.

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. | #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: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ Proposed Easement	8/5/2024	Backup Material
☐ Resolution No. 2023-2024.03	8/5/2024	Resolution Letter
☐ Easement Drawing	8/14/2024	Presentation

Recording requested by:
Alameda Unified School District

When recorded, return to:
City of Alameda
Attn: City Engineer
2263 Santa Clara Street
Alameda, CA 94501

THIS SPACE FOR RECORDER'S USE

APN: 074-1310-001-02

Grantor declares the documentary transfer tax is \$0.00. Both the value of the property conveyed herein and the consideration received by Grantor is less than \$100. (Cal. Revenue and Taxation Code, section 11911.)

Exempt from recording fees (Gov't Code, section 27383)

GRANT OF EASEMENT

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ALAMEDA UNIFIED SCHOOL DISTRICT, a public school district, ("Grantor") does hereby grant to the CITY OF ALAMEDA, a charter city and a municipal corporation of the State of California ("Grantee") a perpetual and permanent easement and right to inspect, repair, replace, operate, and maintain a storm drain, including any and all facilities and appurtenances related thereto, through, under and along the following described property set forth in **Exhibits A & B** attached hereto and made a part hereof ("Easement"). Grantor further grants to Grantee rights to vehicular and pedestrian ingress and egress over and across property of Grantor adjacent to the Easement for the sole purpose of Grantee's exercising its rights herein.

This Easement shall be subject to the following:

1. Grantee may perform all inspection, repair, replacement and maintenance of the storm drain and shall be responsible for all related costs. Grantor may report any maintenance, repair or replacement issues of which it becomes aware to Grantee and Grantee shall address such issues in a timely manner.
2. Prior to commencing any work in the Easement Area, Grantee shall provide Grantor information regarding the work and the related

schedule for its completion, and obtain Grantor's prior written consent, which shall not be unreasonably withheld.

3. Grantee shall indemnify, reimburse, hold harmless, and defend Grantor, its trustees, officers, employees and agents against any and all claims, causes of action, demands, suits, losses, judgments, obligations, costs, or liabilities, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), arising out of, directly or indirectly, in whole or in part, any injury or death to any person using the Easement or the storm drain or damage to property from the use of the Easement, as a result of Grantee's negligence or willful misconduct, unless due in whole or in part, directly or indirectly, from the negligence or willful misconduct of Grantor, its officers, employees, or agents.

4. This Easement shall be binding on and shall inure to the benefit of the successors and assigns of the parties.

5. Grantee, at its sole expense, shall obtain and maintain all appropriate permits, certificates, and licenses that may be required in connection with the construction, use, and maintenance of the Easement and the storm drain.

6. On or about April 22, 2016, the Grantor granted an easement to Grantee relating to a boat ramp which is in in the same vicinity as this Easement (the "Boat Ramp Easement"). Grantor and Grantee acknowledge and agree that that this storm drain easement may affect the same area as the Boat Ramp Easement, and agree the District's grant of this storm drain easement shall not be deemed to violate the Boat Ramp Easement.

Grantor, Alameda Unified School District, consented to, approved and authorized this Easement pursuant to Resolution No. _____.

Date: _____ ALAMEDA UNIFIED SCHOOL DISTRICT

Pasquale Scuderi, Superintendent

SIGNATURES MUST BE NOTARIZED

(PLEASE ATTACH CALIFORNIA NOTARY ACKNOWLEDGMENT)

EXHIBIT A
PUBLIC STORM DRAIN EASEMENT LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND BEING A PORTION OF THE LANDS OF THE ALAMEDA UNIFIED SCHOOL DISTRICT, AS DESCRIBED BY DEED RECORDED IN BOOK 5711 AT PAGE 129 AND IN BOOK 5777 AT PAGE 343, OFFICIAL RECORDS OF ALAMEDA COUNTY, DESCRIBED AS FOLLOWS:

PARCEL ONE:

A 15-FOOT-WIDE PUBLIC STORM DRAIN EASEMENT LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT COMMON WITH THE NORTHEASTERLY LINE OF SAID LANDS OF ALAMEDA UNIFIED SCHOOL DISTRICT AND THE SOUTHWESTERLY LINE OF CENTRAL AVENUE, SAID POINT BEING MARKED BY A 1/2" IRON PIPE TAGGED RCE 31909 FROM WHICH A BRASS TAG STAMPED RCE 31909 BEARS SOUTH 55°34'54" EAST 558.01 FEET AS SHOWN AND DELINEATED ON THAT CERTAIN RECORD OF SURVEY FILED OCTOBER 10, 2019 IN BOOK 46 OF RECORDS OF SURVEYS, AT PAGES 19 AND 20, ALAMEDA COUNTY RECORDS; THENCE COINCIDENT WITH SAID NORTHEASTERLY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 726.34 FEET THROUGH A CENTRAL ANGLE OF 21°30'18" FOR AN ARC LENGTH OF 158.53 FEET TO THE **TRUE POINT OF BEGINNING** OF PARCEL ONE HEREIN DESCRIBED; THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 48°15'00" WEST 84.94 FEET TO A POINT THAT IS 10.00 FEET EAST OF THE WESTERLY LINE OF SAID LANDS OF THE ALAMEDA UNIFIED SCHOOL DISTRICT AS SHOWN ON SAID RECORD OF SURVEY; THENCE RUNNING PARALLEL WITH AND 10.00 FEET EASTERLY OF SAID WESTERLY LINE SOUTH 01°04'54" WEST 874.84 FEET; THENCE SOUTH 53°47'25" WEST 12.57 FEET TO SAID WESTERLY LINE, BEING THE POINT OF TERMINATION OF THE LINE DESCRIBED AND HEREINAFTER REFERED TO AS "POINT A". THE NORTHERLY SIDELINES OF PARCEL ONE SHALL BE SHORTENED OR EXTENDED TO TERMINATE ON SAID SOUTHWESTERLY LINE OF CENTRAL AVENUE AND THE SOUTHERLY SIDELINES OF PARCEL ONE SHALL BE SHORTENED OR EXTENDED TO TERMINATE ON SAID WESTERLY LINE OF SAID LANDS OF THE ALAMEDA UNIFIED SCHOOL DISTRICT.

CONTAINING AN AEA OF 14,585 SQUARE FEET, MORE OR LESS.

PARCEL TWO:

A 15-FOOT-WIDE PUBLIC STORM DRAIN EASEMENT LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING FROM AFOREMENTIONED "POINT A"; THENCE COINCIDENT WITH SAID WESTERLY LINE SOUTH 01°04'54" WEST 481.25 FEET TO THE **TRUE POINT OF BEGINNING** OF PARCEL TWO HEREIN DESCRIBED; THENCE LEAVING SAID WESTERLY LINE SOUTH 22°03'20" EAST 25.33 FEET; THENCE SOUTH 16°54'37" EAST 116.27 FEET TO THE SOUTHWESTERLY LINE OF SAID LANDS OF THE ALAMEDA UNIFIED SCHOOL DISTRICT AS SHOWN ON SAID RECORD OF SURVEY AND THE POINT OF TERMINATION OF THE LINE

DESCRIBED, THE NORTHERLY SIDELINES OF PARCEL TWO SHALL BE SHORTENED OR EXTENDED TO TERMINATE ON SAID WESTERLY LINE AND THE SOUTHERLY SIDELINES OF PARCEL TWO SHALL BE SHORTENED OR EXTENDED TO TERMINATE ON SAID SOUTHWESTERLY LINE OF SAID LANDS OF ALAMEDA UNIFIED SCHOOL DISTRICT.

CONTAINING AN AREA OF 2124 SQUARE FEET, MORE OR LESS.

BASIS OF BEARINGS:

IDENTICAL TO THAT CERTAIN RECORD OF SURVEY FILED OCTOBER 10, 2019 IN BOOK 46 OF RECORDS OF SURVEYS, AT PAGES 19 AND 20, ALAMEDA COUNTY RECORDS.

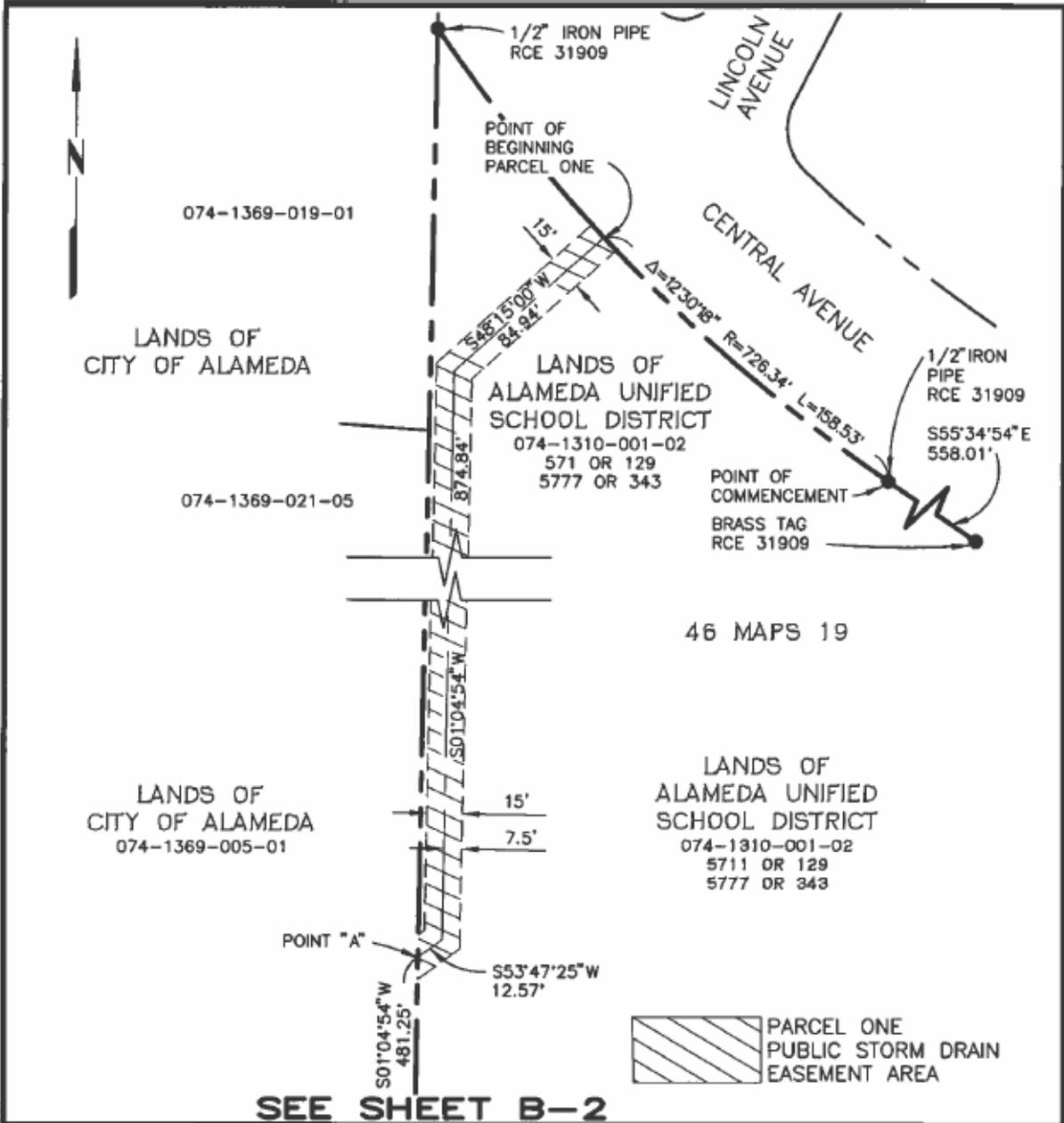
APN: 074-1310-001-02 (PORTION)

DATE: APRIL 22, 2024

PREPARED BY: BRELJE & RACE, CONSULTING ENGINEERS

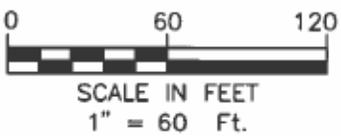
JOB NO.: 3882.13





SEE SHEET B-2

THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION.



JEFFREY D. ROACH PLS 9158

EXHIBIT B-1

15' PUBLIC STORM DRAIN EASEMENT

OWNER: ALAMEDA UNIFIED SCHOOL DISTRICT
2060 CHALLENGER DRIVE
ALAMEDA, CA 94501

5711 OR 129 & 577 OR 343 | APN 074-1310-001-02

PREPARED BY

Brelje & Race
CONSULTING ENGINEERS

3882.13

04-22-24 north \\\0627\map\3882 Public Storm Drain Easement.dwg 1/16/2007 8:11

SEE SHEET B-1



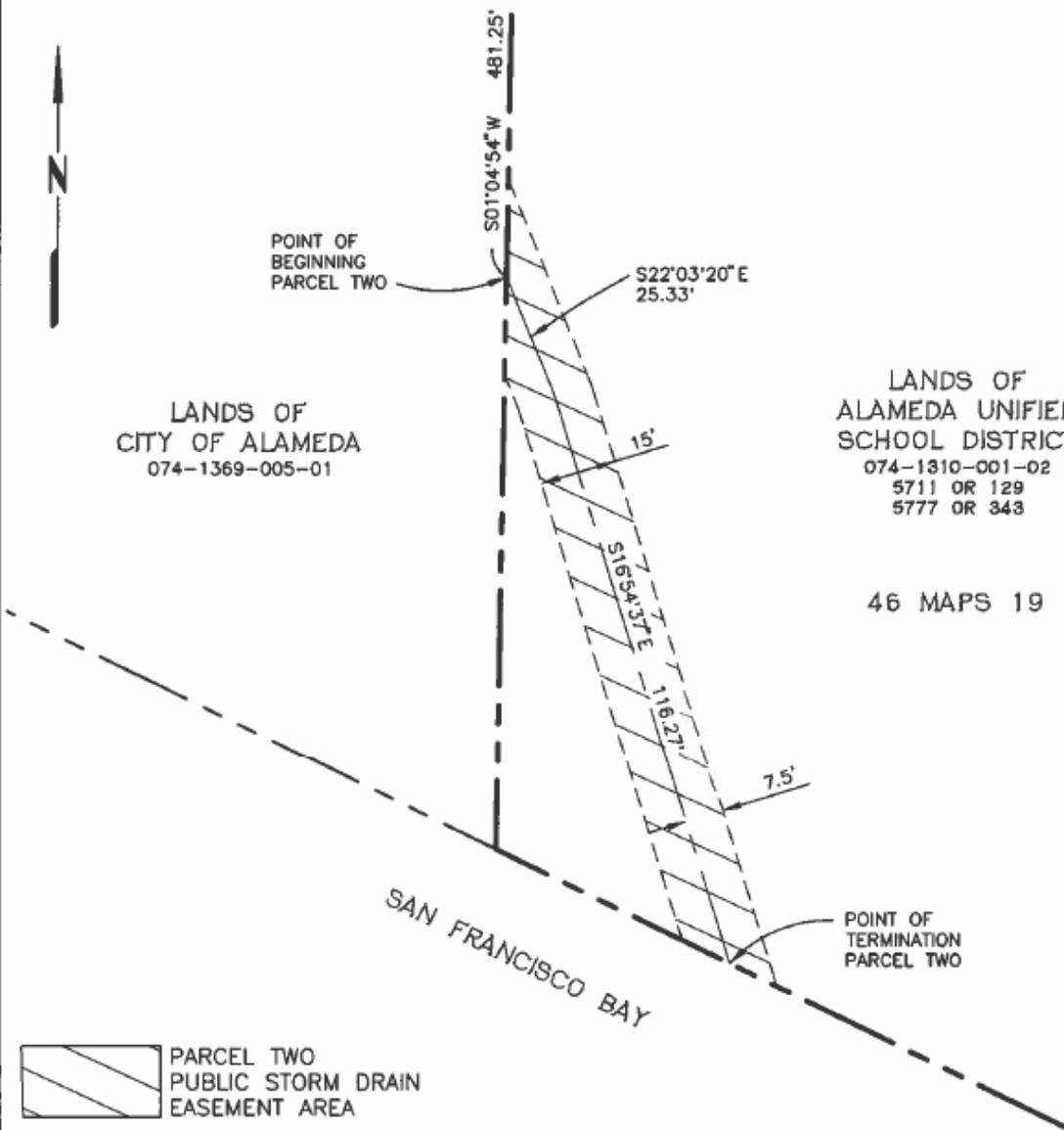
POINT OF BEGINNING PARCEL TWO

S22°03'20" E
25.33'

LANDS OF
CITY OF ALAMEDA
074-1369-005-01

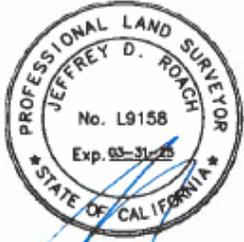
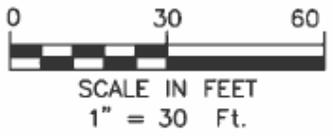
LANDS OF
ALAMEDA UNIFIED
SCHOOL DISTRICT
074-1310-001-02
5711 OR 129
5777 OR 343

46 MAPS 19



PARCEL TWO
PUBLIC STORM DRAIN
EASEMENT AREA

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JEFFREY D. ROACH PLS 9158

EXHIBIT B-2

15' PUBLIC STORM DRAIN
EASEMENT

OWNER: ALAMEDA UNIFIED SCHOOL DISTRICT
2060 CHALLENGER DRIVE
ALAMEDA, CA 94501

5711 OR 129 & 577 OR 343 | APN 074-1310-001-02

PREPARED BY

Brelje & Race
CONSULTING ENGINEERS

04-22-24 roach \3682\map\2002 Public Storm Drain Easement.dwg Tab: Exhibit B-2

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed to the City of Alameda by that certain Easement dated _____, 2024, executed by Pasquale Scuderi, Superintendent, is hereby accepted by the undersigned on behalf of the City of Alameda pursuant to authority conferred by City Council Resolution No. 5328 adopted on May 16, 1958, and the City of Alameda consents to recordation thereof by its duly authorized officer.

Dated: _____, 2024

CITY OF ALAMEDA

Sign Name: _____

Print Name: _____

Title: _____

Date: _____

RESOLUTION NO. 5328

AUTHORIZING MAYOR OR VICE -MAYOR TO CONSENT TO THE ACCEPTANCE OF DEEDS AND GRANTS OF REAL PROPERTY OR EASEMENTS THEREON, FOR THE PURPOSE OF RECORDATION THEREOF

WHEREAS, the City of Alameda, in the future, will be acquiring interests in real property or easements thereon which will require the acceptance of deeds or grants and the recordation thereof; and

WHEREAS, Section 27281 of the Government Code of the State of California requires that each deed or grant to be recorded requires a separate resolution by the grantee political corporation consenting to acceptance of such deed or grant; or, in the alternative, that the political corporation may, by a general resolution, authorize an officer or agent to consent to acceptance of such deeds or grants;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ALAMEDA that the Mayor and Presiding Officer of said Council, or the Vice - Mayor of said City, be, and are hereby, authorized, the officers or agents to consent to the acceptance of such deeds or grants of real property or easements thereon for the purpose of recordation thereof.

I, the undersigned, hereby certify that the forgoing Resolution was duly and regularly introduced and adopted by the Council of the City of Alameda in a regular meeting of the City Council assembled on the 15th day of May, 1956, by the following vote, to wit:

AYES: Councilmen Haag, Hove, McCall, Moresi and President Kranelly, (5).

NOES: None.

ABSENT: None.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 16th day of May, 1956.

SHIRLEY H. TENNIER

City Clerk of the City of Alameda

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

August 13, 2024

Resolution No. 2024-2025.03

Declaration of Intent to Grant an Easement to the City of Alameda

WHEREAS, the Alameda Unified School District (“District”) owns real property located at 210 Central Avenue, Alameda, California 94501 (Assessor’s Parcel Number 074-1310-001-02), commonly known as Encinal Junior and Senior High School (“Encinal JSHS Property”); and

WHEREAS, the planned Measure B stadium renovation project design entails the replacement of the existing field and bleachers, and updating track and field areas on the parcel; and

WHEREAS, the City of Alameda (“City”) owns a storm drain on the parcel; and

WHEREAS, in order for the City to access the drain for repair and maintenance of the underground storm drain line, the District must grant the City a perpetual permanent easement on the Encinal JSHS Property, which the City shall formally accept through as set forth in Exhibit "C"; and

WHEREAS, the proposed Easement, which includes the description and location of the area of the Easement, is set forth in Exhibits “A” and “B” attached hereto and incorporated herein by this reference; and

WHEREAS, the District does not need the Easement Area for classroom buildings or educational purposes; and

WHEREAS, the District may grant the Easement if, after adoption of this Resolution of Intent and publication of notice, the District’s Governing Board adopts, in a regular open meeting (“Public Hearing”), by a two- thirds vote of all its members, a resolution authorizing and directing the Superintendent, or Superintendent’s designee, to execute and deliver the Easement; and

WHEREAS, notice of the Governing Board’s intent to grant the Easement (“Notice”) shall be given pursuant to Education Code section 17558 by posting copies of this Resolution of Intent signed by the members of the Governing Board, or majority thereof, in three (3) public places in the District not less than ten (10) days before the date of the Public Hearing, and by publishing the Notice once not less than five (5) days before the date of the Public Hearing in a newspaper of general circulation, published in the District, if there is one, or if there is no such newspaper published in the District, then in a newspaper published in the county in which the District or any part thereof is situated and having a general circulation in the District; and

WHEREAS, the Public Hearing shall be held on August 27, at 6:30 p.m., soon thereafter as the matter may be heard. The District’s Governing Board shall hold this meeting at Alameda City Hall.

NOW THEREFORE, BE IT RESOLVED, that the District’s Governing Board hereby finds, determines, declares, orders and resolves as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The portion of the real property upon which the Easement is to be located is not needed for school classroom buildings or educational purposes.

Section 3. The District intends to grant and convey the Easement.

Section 4. The Superintendent and Superintendent’s designee is hereby authorized to provide public notice as required by Education Code section 17558.

Section 5. The District’s Governing Board directs that a Public Hearing to consider authorizing the grant and conveyance of the Easement from the District to the City of Alameda in accordance with the Easement attached hereto as Exhibits “A” “B” and "C," is scheduled at its regular place of meeting for a public hearing on August 27, at 6:30 p.m., or as soon thereafter as the matter may be heard.

PASSED AND ADOPTED by the following vote this 13th day of August, 2024:

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

EXHIBIT A
PUBLIC STORM DRAIN EASEMENT LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND BEING A PORTION OF THE LANDS OF THE ALAMEDA UNIFIED SCHOOL DISTRICT, AS DESCRIBED BY DEED RECORDED IN BOOK 5711 AT PAGE 129 AND IN BOOK 5777 AT PAGE 343, OFFICIAL RECORDS OF ALAMEDA COUNTY, DESCRIBED AS FOLLOWS:

PARCEL ONE:

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COMMENCING AT A POINT COMMON WITH THE NORTHEASTERLY LINE OF SAID LANDS OF ALAMEDA UNIFIED SCHOOL DISTRICT AND THE SOUTHWESTERLY LINE OF CENTRAL AVENUE, SAID POINT BEING MARKED BY A 1/2" IRON PIPE TAGGED RCE 31909 FROM WHICH A BRASS TAG STAMPED RCE 31909 BEARS SOUTH 55°34'54" EAST 558.01 FEET AS SHOWN AND DELINEATED ON THAT CERTAIN RECORD OF SURVEY FILED OCTOBER 10, 2019 IN BOOK 46 OF RECORDS OF SURVEYS, AT PAGES 19 AND 20, ALAMEDA COUNTY RECORDS; THENCE COINCIDENT WITH SAID NORTHEASTERLY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 726.34 FEET THROUGH A CENTRAL ANGLE OF 21°30'18" FOR AN ARC LENGTH OF 158.53 FEET TO THE **TRUE POINT OF BEGINNING** OF PARCEL ONE HEREIN DESCRIBED; THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 48°15'00" WEST 84.94 FEET TO A POINT THAT IS 10.00 FEET EAST OF THE WESTERLY LINE OF SAID LANDS OF THE ALAMEDA UNIFIED SCHOOL DISTRICT AS SHOWN ON SAID RECORD OF SURVEY; THENCE RUNNING PARALLEL WITH AND 10.00 FEET EASTERLY OF SAID WESTERLY LINE SOUTH 01°04'54" WEST 874.84 FEET; THENCE SOUTH 53°47'25" WEST 12.57 FEET TO SAID WESTERLY LINE, BEING THE POINT OF TERMINATION OF THE LINE DESCRIBED AND HEREINAFTER REFERED TO AS "POINT A". THE NORTHERLY SIDELINES OF PARCEL ONE SHALL BE SHORTENED OR EXTENDED TO TERMINATE ON SAID SOUTHWESTERLY LINE OF CENTRAL AVENUE AND THE SOUTHERLY SIDELINES OF PARCEL ONE SHALL BE SHORTENED OR EXTENDED TO TERMINATE ON SAID WESTERLY LINE OF SAID LANDS OF THE ALAMEDA UNIFIED SCHOOL DISTRICT.

CONTAINING AN AEA OF 14,585 SQUARE FEET, MORE OR LESS.

PARCEL TWO:

A 15-FOOT-WIDE PUBLIC STORM DRAIN EASEMENT LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

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DESCRIBED, THE NORTHERLY SIDELINES OF PARCEL TWO SHALL BE SHORTENED OR EXTENDED TO TERMINATE ON SAID WESTERLY LINE AND THE SOUTHERLY SIDELINES OF PARCEL TWO SHALL BE SHORTENED OR EXTENDED TO TERMINATE ON SAID SOUTHWESTERLY LINE OF SAID LANDS OF ALAMEDA UNIFIED SCHOOL DISTRICT.

CONTAINING AN AREA OF 2124 SQUARE FEET, MORE OR LESS.

BASIS OF BEARINGS:

IDENTICAL TO THAT CERTAIN RECORD OF SURVEY FILED OCTOBER 10, 2019 IN BOOK 46 OF RECORDS OF SURVEYS, AT PAGES 19 AND 20, ALAMEDA COUNTY RECORDS.

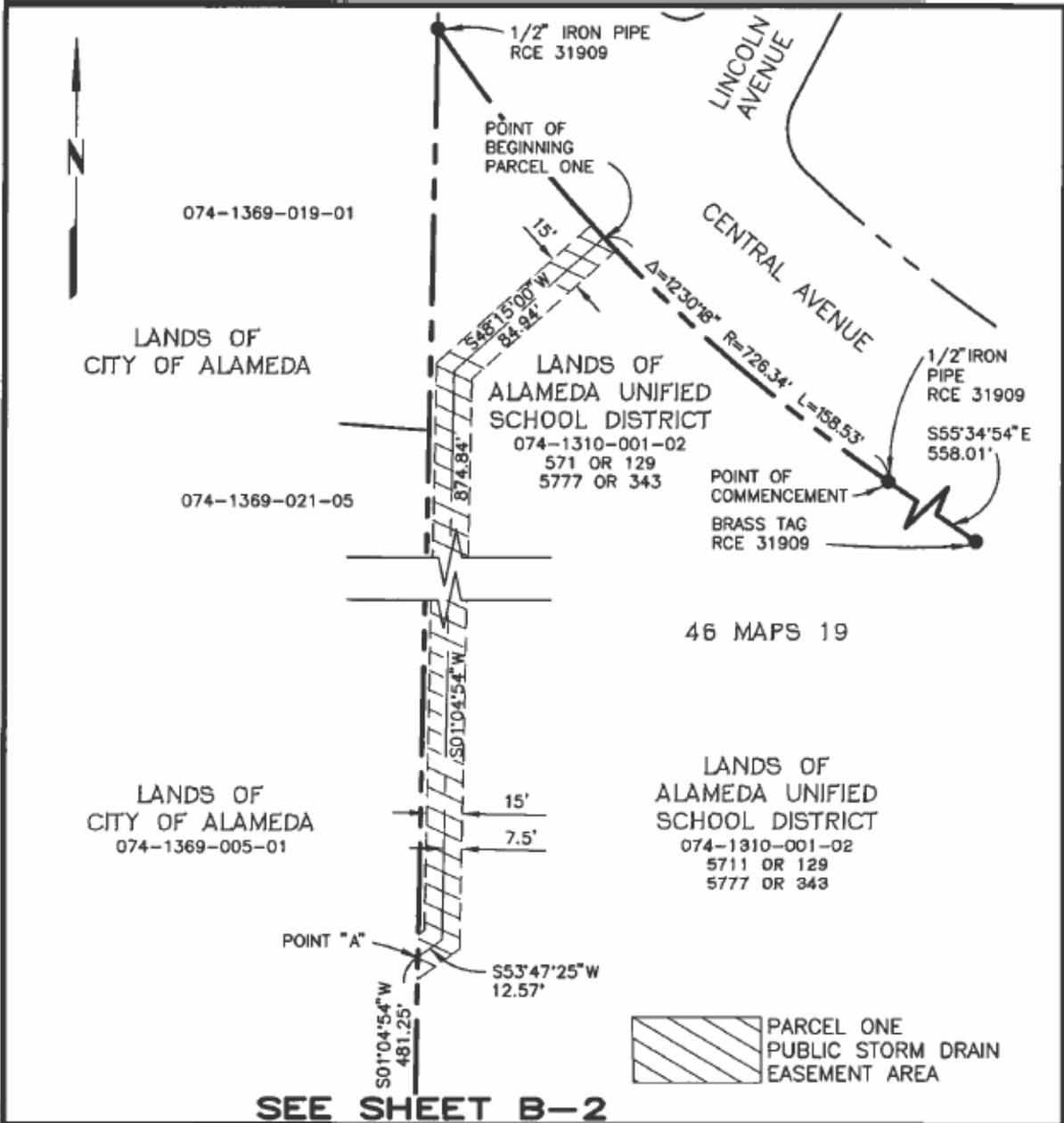
APN: 074-1310-001-02 (PORTION)

DATE: APRIL 22, 2024

PREPARED BY: BRELJE & RACE, CONSULTING ENGINEERS

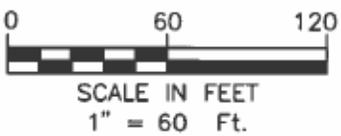
JOB NO.: 3882.13





SEE SHEET B-2

THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION.



JEFFREY D. ROACH PLS 9158

EXHIBIT B-1

15' PUBLIC STORM DRAIN EASEMENT

OWNER: ALAMEDA UNIFIED SCHOOL DISTRICT
2060 CHALLENGER DRIVE
ALAMEDA, CA 94501

5711 OR 129 & 577 OR 343 | APN 074-1310-001-02

PREPARED BY

Brelje & Race
CONSULTING ENGINEERS

3882.13

04-22-24 north \\\0627\map\3882 Public Storm Drain Easement.dwg 1/16/2007 8:11

SEE SHEET B-1



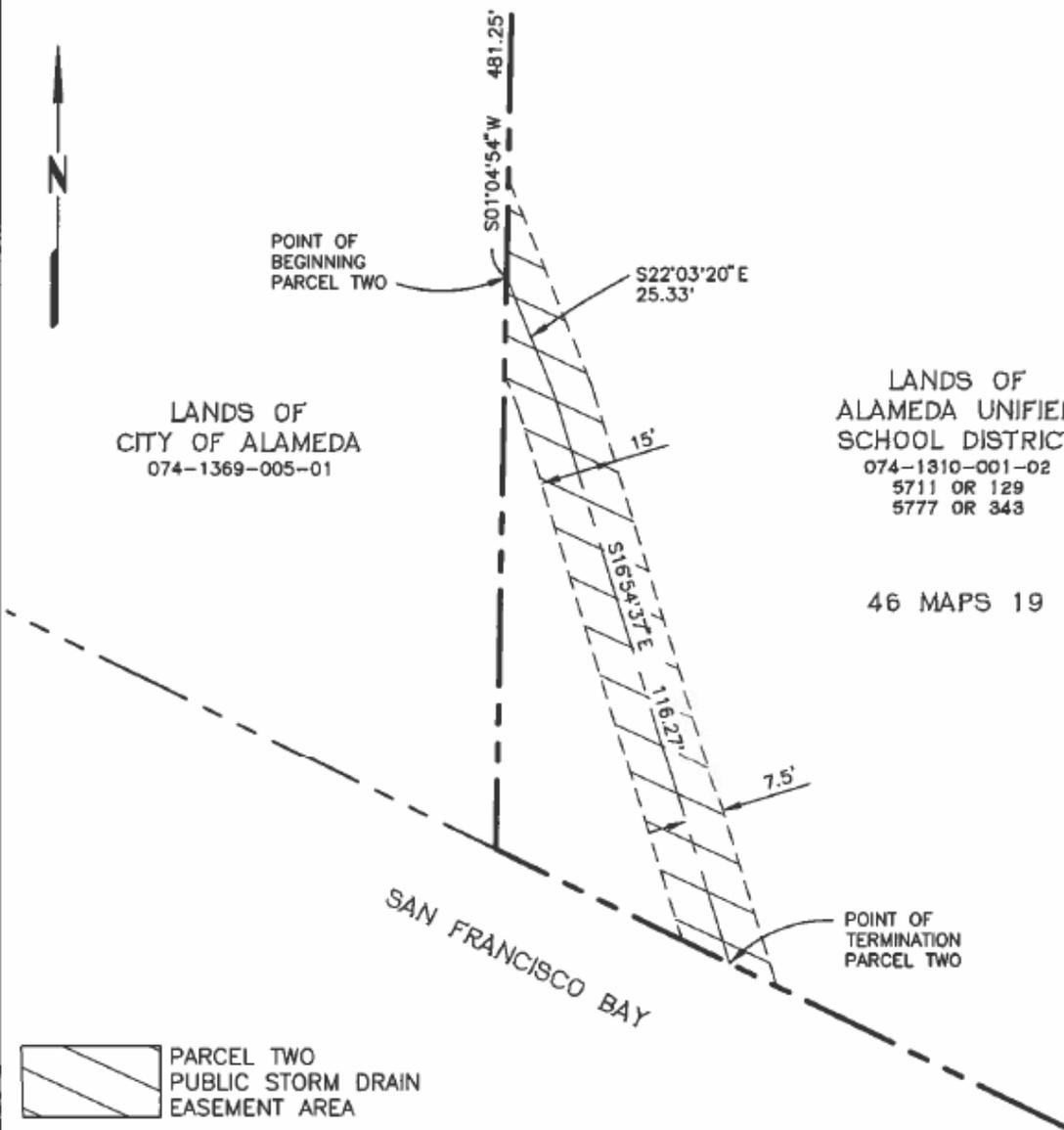
POINT OF BEGINNING PARCEL TWO

S22°03'20" E
25.33'

LANDS OF
CITY OF ALAMEDA
074-1369-005-01

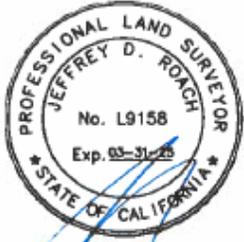
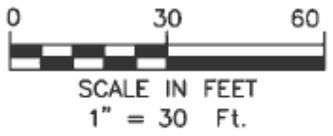
LANDS OF
ALAMEDA UNIFIED
SCHOOL DISTRICT
074-1310-001-02
5711 OR 129
5777 OR 343

46 MAPS 19



 PARCEL TWO
PUBLIC STORM DRAIN
EASEMENT AREA

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JEFFREY D. ROACH PLS 9158

EXHIBIT B-2

**15' PUBLIC STORM DRAIN
EASEMENT**

OWNER: ALAMEDA UNIFIED SCHOOL DISTRICT
2060 CHALLENGER DRIVE
ALAMEDA, CA 94501

5711 OR 129 & 577 OR 343 | APN 074-1310-001-02

PREPARED BY

Brelje & Race
CONSULTING ENGINEERS

04-22-24 roach \3682\map\2002 Public Storm Drain Easement.dwg Tab: Exhibit B-2

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed to the City of Alameda by that certain Easement dated _____, 2024, executed by Pasquale Scuderi, Superintendent, is hereby accepted by the undersigned on behalf of the City of Alameda pursuant to authority conferred by City Council Resolution No. 5328 adopted on May 16, 1958, and the City of Alameda consents to recordation thereof by its duly authorized officer.

Dated: _____, 2024

CITY OF ALAMEDA

Sign Name: _____

Print Name: _____

Title: _____

Date: _____

RESOLUTION NO. 5328

AUTHORIZING MAYOR OR VICE -MAYOR TO CONSENT TO THE ACCEPTANCE OF DEEDS AND GRANTS OF REAL PROPERTY OR EASEMENTS THEREON, FOR THE PURPOSE OF RECORDATION THEREOF

WHEREAS, the City of Alameda, in the future, will be acquiring interests in real property or easements thereon which will require the acceptance of deeds or grants and the recordation thereof; and

WHEREAS, Section 27281 of the Government Code of the State of California requires that each deed or grant to be recorded requires a separate resolution by the grantee political corporation consenting to acceptance of such deed or grant; or, in the alternative, that the political corporation may, by a general resolution, authorize an officer or agent to consent to acceptance of such deeds or grants;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ALAMEDA that the Mayor and Presiding Officer of said Council, or the Vice - Mayor of said City, be, and are hereby, authorized, the officers or agents to consent to the acceptance of such deeds or grants of real property or easements thereon for the purpose of recordation thereof.

I, the undersigned, hereby certify that the forgoing Resolution was duly and regularly introduced and adopted by the Council of the City of Alameda in a regular meeting of the City Council assembled on the 15th day of May, 1956, by the following vote, to wit:

AYES: Councilmen Haag, Hove, McCall, Moresi and President Kranelly, (5).

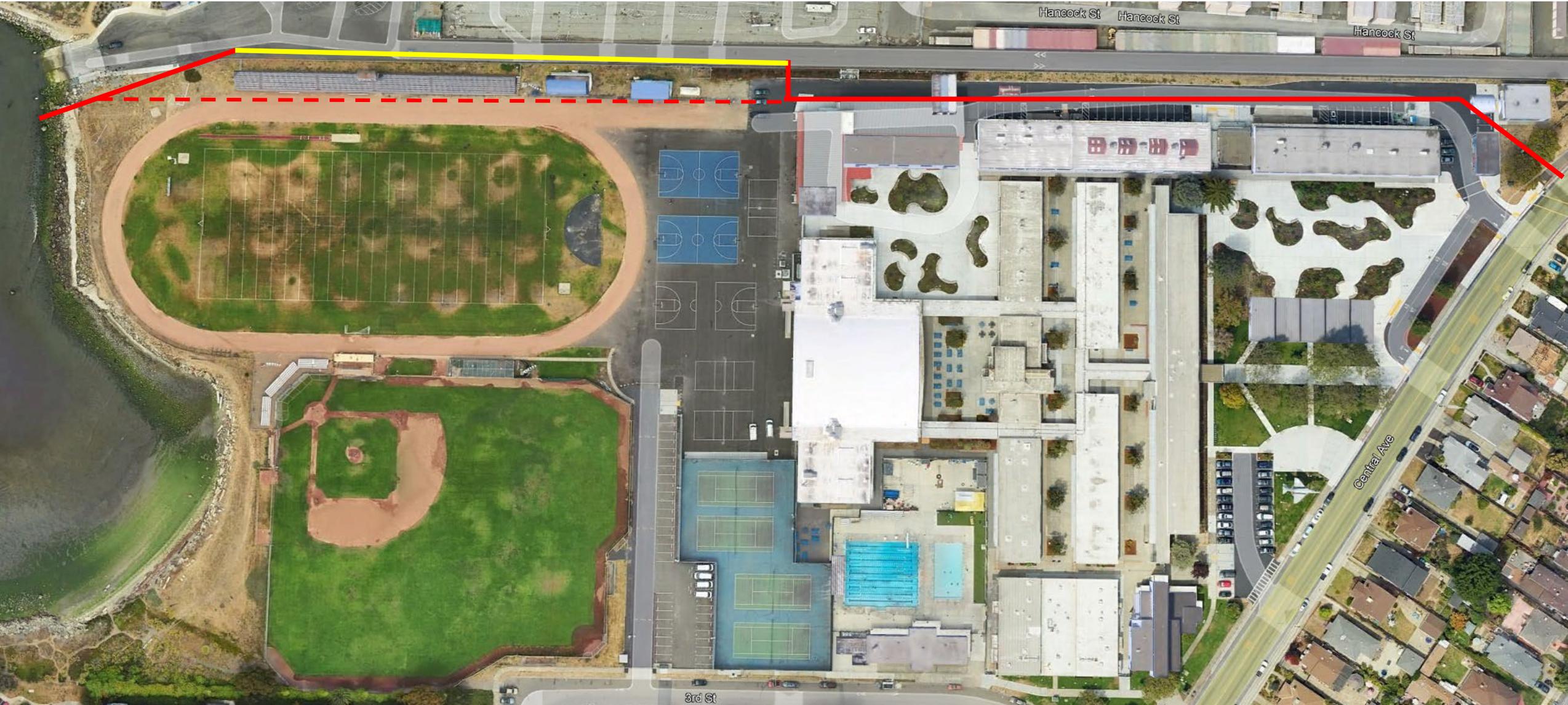
NOES: None.

ABSENT: None.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 16th day of May, 1956.

SHIRLEY H. TENNIER
City Clerk of the City of Alameda

Encinal High School – Proposed Easement



ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution 2024-2025.04 and Letter in Support of Gun Violence Prevention (SB 899) (10 Mins/Action)

Item Type: Action

Background: Last month, there was a very tragic shooting incident in our community, in which a father shot and killed his six-year-old son, his 14-month-old son, his wife (their mother), and her parents. The six-year-old child was a student at one of AUSD's elementary schools, and his mother attended the Alameda Adult School. This mass shooting is having a deep and rippling effect across both school communities and our entire city.

AUSD staff and families are grieving and suffering ongoing pain and suffering; Alameda Family Services is providing direct supports for AUSD employees and families struggling with this loss; and the AUSD community is demanding a safer future for Alameda.

Alameda Unified School District is committed to fostering a safe and conducive learning environment for all students. In line with this commitment, we strongly support Senate Bill 899 (SB 899), authored by Senator Skinner, which aims to enhance gun violence prevention efforts.

As we have so tragically seen, gun violence poses a significant threat to the safety and well-being of students across our district. The impact of gun violence extends beyond immediate physical harm, affecting mental health, academic performance, and overall school climate. Addressing this issue is critical to ensuring that our educational environments are secure and nurturing.

State Senators Nancy Skinner, D-Berkeley, and Catherine Blakespear, D-Encinitas, propose new legislation that would bolster California's "Red Flag" law and other state statutes that prevent gun violence.

SB 899 would make it easier for California courts to ensure that people who are deemed a threat to themselves or others no longer have access to firearms. SB 899 would establish uniform standards for California's gun violence restraining order (GVRO) law, also known as the "Red Flag" law, and the state's other firearm-prohibiting restraining order laws. The new standards would conform to recently enacted rules governing California's domestic violence restraining order (DVRO) law.

SB 899's focus on preventive measures aligns with our district's priority to create a safe learning environment. By supporting this bill, we are taking proactive steps to mitigate risks associated with gun violence.

Alameda Unified School District supports SB 899 as a vital measure to advance gun violence prevention and enhance the safety of our students and staff. We believe that supporting this legislation will contribute significantly to creating a more secure and supportive educational environment.

AUSD LCAP Goals: 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.| #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: Jennifer Williams, President, Board of Education

ATTACHMENTS:

	Description	Upload Date	Type
▣	Resolution in Support of Gun Violence Prevention (SB 899)	8/13/2024	Resolution Letter
▣	Letter in Support of Gun Violence Prevention (SB 899)	8/13/2024	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

August 13, 2024

Resolution No. 2024-2025.04

Resolution in Support of Gun Violence Prevention (SB 899)

WHEREAS, there are on average over 121 gun deaths each day and 44,000 gun deaths each year in America (Centers for Disease Control and Prevention; Wide-ranging Online Data for Epidemiologic Research (WONDER), “Underlying Cause of Death, 2018-2022, Single Race,” last accessed May 1, 2024, www.wonder.cdc.gov); and

WHEREAS, nearly every American will know at least one victim of gun violence in their lifetime (Bindu Kalesan, Janice Weinberg, and Sandro Galea, “Gun Violence in Americans’ Social Network During Their Lifetime,” *Preventive Medicine* 93 (2016): 53–56. See also, K Parker, et al., “America’s Complex Relationship with Guns: An In-depth Look at the Attitudes and Experiences of U.S. Adults,” Pew Research Center’s Social & Democratic Trends Project, June 22, 2017, <https://pewrsr.ch/2txQZSP>), and

WHEREAS, domestic violence victims are five times more likely to be killed when their abuser has access to a gun (JC Campbell, et al., “Risk Factors for Femicide in Abusive Relationships: Results from a Multisite Case Control Study,” *American Journal of Public Health* 93, no.7 (2003): 1089–1097); and

WHEREAS, 3 million children are directly exposed to gun violence each year, resulting in death injury, and lasting trauma (Katherine Fowler, et al., “Childhood Firearm Injuries in the United States,” *Pediatrics* 140, no. 1 (2017)); and

WHEREAS, guns are the leading cause of death for children under 18 (CDC WONDER, Includes children ages 1-17); and

WHEREAS, on July 10, 2024, Brenda Natali Morales, Miguel Carcamo, Marta Elena Morales, William Killian, and Wesley Killian were killed in their Alameda home as a result of gun violence; and

WHEREAS, Brenda Natali Morales was a student at the Alameda Adult School, and Wiliam was a student at Love Elementary School in AUSD; and

WHEREAS, as a result of this unfathomable tragedy, AUSD staff and families are grieving and suffering ongoing pain and suffering; Alameda Family Services is providing direct supports for AUSD employees and families struggling with this loss; and the AUSD community is demanding a safer future for Alameda, and

WHEREAS, on July 31, 2024, AUSD staff and the AUSD Board of Education consulted with Giffords, an organization dedicated to saving lives from gun violence led by former Congresswoman Gabrielle Giffords and is in the process of collaborating with experts in the field of gun violence prevention to work together for a safer community; and

WHEREAS, Senator Nancy Skinner and Senator Catherine Blakespear have introduced SB 899, a bill to improve firearm relinquishment procedures in civil restraining orders and criminal protective

orders by expanding key firearm relinquishment procedures in Domestic Violence Restraining Orders (DVROs) to civil and criminal protective orders, thereby implementing lifesaving remedies in our communities.

NOW, BE IT RESOLVED, that the AUSD Board of Education will continue to consult with experts in gun violence prevention and take whatever steps necessary to keep employees and families informed and as safe as possible from the epidemic of gun violence impacting our AUSD community; and

BE IT FURTHER RESOLVED, that the AUSD Board of Education supports SB 899 (Skinner/Blakespear), which will improve firearm relinquishment procedures in civil restraining orders and criminal protective orders and will send the attached letter of support to Senator Skinner's office, lending a voice to expand firearm relinquishment procedures in the State of California.

PASSED AND ADOPTED by the following vote this 13th day of August 2024:

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

August 13, 2024

The Honorable Buffy Wicks, Chair of the Committee on Appropriations
California State Senate
1021 O Street, Suite 8220
Sacramento, California 95814

[VIA PORTAL](#)

Re: SB 899 (Skinner & Blakespear) – SUPPORT

Dear Senator Wicks:

The Board of Education for the Alameda Unified School District adamantly supports Senate Bill 899 (SB 899) (Skinner/Blakespear), which will improve firearm relinquishment procedures in civil restraining orders and criminal protective orders. By expanding the key firearm relinquishment procedures in Domestic Violence Restraining Orders (DVROs) to civil and criminal protective orders, this process will assist in implementing lifesaving remedies.

Our support in this legislation certainly stems from our understanding of the grave risks guns pose to children and families (e.g., according to Giffords, women in the United States are 21 times more likely to be killed in a gun homicide than women in other high-income countries, and guns are the leading cause of death for children under 18). But our support also stems from a recent and very tragic shooting incident in our community, in which a father shot and killed his six-year-old son, his 14-month-old son, his wife (their mother), and her parents. This mass shooting is having a deep and rippling effect across the six-year-old's school community and our city.

California has the strongest gun safety laws in the nation (fully [nine protective orders](#) include firearm prohibitions in this state) and provides an expansive array of protections for its people from gun violence. SB 899 is a smart step towards ensuring those laws are implemented and enforced as intended. The bill requires the court to provide people served with protective orders local information on how to turn over their firearms. If an individual does not relinquish their firearms as required and after receiving information on how to do so, SB 899 provides steps for courts and law enforcement to take to support compliance.

Currently, DVROs are the only civil firearm-prohibiting orders with specific relinquishment procedural requirements and follow-up, codified under SB 320 (Eggman, 2022). Criminal protective orders (CPOs) have a separate set of protocols shaped by a rule of the court but not yet codified. Since SB 320 has been in place, courts have reported an uptick in compliance with these orders. Other orders have prohibitions for firearms but lack procedures like those in SB 320. This bill would replicate the SB 320 framework for all civil firearm-prohibiting orders and CPOs so that no matter how someone becomes

prohibited, the same information and follow-up for non-compliance will be provided. Having consistent requirements for informing prohibited persons about relinquishment procedures and compliance is critical for reducing risk and realizing training and implementation efficiencies.

We appreciate Senators Skinner and Blakespear for their leadership and efforts to keep our community safe. We respectfully ask for an AYE vote.

Sincerely,

Jennifer Williams
President, Board of Education