# BOARD OF EDUCATION AGENDA

REGULAR MEETING
October 28, 2025 - 5:30 PM

Niel Tam Educational Center - AUSD District Office

2060 Challenger Drive Marina Conference Room
Alameda, CA 94501

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

The Board of Education will meet for Closed Session and to discuss labor negotiations, student discipline, personnel matters, litigation, and other matters as provided under California State law and set forth on the agenda below. Following Closed Session, the Board reconvenes to Public Session. Adjournment of the Public Session will be no later than 10:30 PM for all regular and special meetings, unless extended by a majority vote of the Board.
Writings relating to a board meeting agenda item that are distributed to at least a majority of the Board members less than 72 hours before the noticed meeting, and that are public records not otherwise exempt from disclosure, will be available for inspection at the District administrative offices, 2060 Challenger Drive, Alameda, CA. Such writings may also be available on the District's website. (Govt Code 54957.5b).
Individuals who require special accommodations (American Sign Language interpreter, accessible seating, documentation in accessible format, etc.) should contact Kerri Lonergan, Assistant to the Superintendent, at 337-7187 no later than 48 hours preceding the meeting.

## IF YOU WISH TO ADDRESS THE BOARD OF EDUCATION

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

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

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

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

### A. CALL TO ORDER

1. Public Comment on Closed Session Topics: The Board will hear public comments on Closed Session agenda items in Council Chambers in City Hall (located at 2263 Santa Clara Avenue). The Board of Education Reserves the Right to Limit Public Comment to 10 Minutes. For members of the public who are unable to log in or attend in person, please send public comments related to Closed Session agenda items to: klonergan@alamedaunified.org. Public comments received prior to 5:00 PM on Monday, October 27, 2025 will be distributed to Board of Education members prior to the meeting.

2. Board Member Request to Participate Remotely in Closed Session Portion of Board Meeting (5 Mins/Action)

3. Adjourn to Closed Session - 5:30 PM - Board Members will meet privately in the Ballena Conference Room of the Niel Tam Educational Center (2060 Challenger Drive) for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

Student Discipline Matters (Student Suspension, Expulsion, or Readmittance) – Education Code § 48918; Government Code § 35146

Student Discipline Matters (Student Suspension, Expulsion, or Readmittance) – Education Code § 48918; Government Code § 35146 (1 Case):
1) Student ID #88739

4. **********

**Reconvene to Public Session - 6:30 PM - Marina Conference Room**
**(Niel Tam Educational Center - 2060 Challenger Drive)**

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 Teams on a Computer/Smart Phone/Device**
Ensure you are using the most current version of the Teams 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.

**Microsoft Teams**
**Join the meeting now**
**Meeting ID: 264 175 162 568 1**
**Passcode: mC7dC9MQ**

**********
**To view the live stream of the public meeting at 6:30pm,**
**please log onto the Microsoft Teams link above.**
**********

5. Introduction of Board Members and Superintendent - Marina Conference Room of the Niel Tam Educational Center (2060 Challenger Drive)
6. Pledge of Allegiance - Board Member Jennifer Williams will lead the Pledge of Allegiance
7. 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 August 26th Regular Board Meeting will be considered (5 Mins/Action)

**D. COMMUNICATIONS**

1. Public Comments - This public comment period is designated for matters within the

jurisdiction of the Board of Education that are not listed on the agenda. Members of the public may provide comments in person or electronically via computer, tablet, or smartphone. Individuals wishing to speak must submit a speaker slip (in person) or utilize the "Raise Hand" feature on Zoom (virtual). Once the public comment period has commenced, no additional speaker slips or raised hands will be accepted. In the event of technical difficulties or meeting disruptions, the Board reserves the right to discontinue public comment via Zoom at any time. Members of the public who are unable to participate in the meeting may submit written comments to: klonergan@alamedaunified.org. The Board may limit public comments under this agenda item to 20 minutes with any remaining comments coming at the end of General Business.

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.

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.

7. Student Board Members' Report - Student Board Members may make announcements or provide information to the Board and the Public in the form of an oral report. The Board will not take action on such items. (5 Mins Each/Information)

## 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 CSBA Recommended Update to Board Policy 5131.8: Mobile Communication Devices Reviewed at the October 8, 2025 Board Policy Subcommittee Meeting

6. Approval of CSBA Recommended Updates to Board Policies Reviewed at the October 8, 2025 Board Policy Subcommittee Meeting

7. Approval of CSBA Recommended Updates via Special Release to Board Policies and Administrative Regulations Reviewed at the October 8, 2025 Board Policy Subcommittee Meeting: BP/AR 6141.2 Recognition of Religious Beliefs and Customs, BP/AR 6142.1 Sexual Health and HIV/AIDs Prevention Instruction, and BP/AR 6142.8 Comprehensive Health Education

8. Approval of Facilities Bond Measure I and Measure B Contracts (Standing Item)

9. Approval of Individual Service Agreements (ISAs) with Non-Public Schools and Non-Public Agencies
10. Approval of New High School Course Description: Forensic Sciences
11. Approval of School Family Involvement Policies for the 2025-26 School Year
12. Approval of Superintendent's Recommendation to Appoint Members to the Parcel Tax Oversight Committee
13. Approval of the Agreement between Alameda Unified School District and the San Francisco Bay Conservation and Development Commission Imposing Public Access Restrictions on the Use of Real Property
14. Proclamation: California Sikh American Awareness and Appreciation Month - November
15. Proclamation: National Native American Heritage Month - November
16. Proclamation: Veterans Day - November 11, 2025
17. Ratification of Contracts Executed Pursuant to Board Policy 3300
18. Resolution No. 2025-2026.16 Approval of Budget Transfers, Increases, Decreases
19. Resolution No. 2025-2026.17 Authorization to Dispose of Surplus Property

**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. Smarter Balanced Assessment Consortium (SBAC) Results with a Focus on 3rd Grade English Language Arts Outcomes and Early Literacy (60 Mins/Information)

**G. ADJOURNMENT**

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

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|---|---|
| **Item Title:** | Adjourn to Closed Session - 5:30 PM - Board Members will meet privately in the Ballena Conference Room of the Niel Tam Educational Center (2060 Challenger Drive) for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report." |
| **Item Type:** | Closed Session |
| **Background:** | Adjourn to Closed Session - 5:30 PM - Board Members will meet privately in the Ballena Conference Room of the Niel Tam Educational Center (2060 Challenger Drive) for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."<br><br>Student Discipline Matters (Student Suspension, Expulsion, or Readmittance) – Education Code § 48918; Government Code § 35146<br><br>Student Discipline Matters (Student Suspension, Expulsion, or Readmittance) – Education Code § 48918; Government Code § 35146 (1 Case):<br>1) Student ID #88739 |
| **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:** | |

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ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

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**Item Title:** Minutes from the August 26th 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:

- August 26, 2025 Regular Board Meeting

**AUSD LCAP Goals:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):**

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:**

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

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**ATTACHMENTS:**

| | Description | Upload Date | Type |
|---|---|---|---|
| 🗋 | Unadopted minutes from the August 26, 2025 Regular Board Mtg | 10/24/2025 | Backup Material |

**BOARD OF EDUCATION MEETING**
August 26, 2025
Regular Meeting of the Board of Education
Alameda City Hall
2263 Santa Clara Avenue
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. Public Comment on Closed Session Topics:
   There were no public comments on Closed Session topics

2. Adjourn to Closed Session:
   Public Employee Discipline/Dismissal/Release - Pursuant to Govt. Code, § 44954 subdivision (b).

3. Reconvene to Public Session – 6:30pm
   The Board reconvened to Public Session in Council Chambers at 6:30pm

4. Call to Order /Pledge of Allegiance
   Board Member Jennifer Williams called the meeting to order and led the Pledge of Allegiance.

5. Introduction of Board Members and Staff:
   Board of Education Members present: Board President Gary K. Lym, Board Vice President Ryan LaLonde, Board Clerk Heather Little, and Board Trustee Jennifer Williams.

   Board Trustee Meleah Hall was absent.

   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; and Senior Executive Assistant to the Superintendent, Kerri Lonergan.

6. Closed Session Action Report:
   In Closed Session, the Board voted 4 to 0 with Board Member Meleah Hall absent to ratify a Separation Agreement for a certificated employee.

## B. MODIFICATION(S) OF THE AGENDA:

There were no modifications to the agenda.

## C. APPROVAL OF MINUTES

The minutes from the June 10, 2025 Board of Education meeting were considered for approval.

***Motion to approve the minutes from the June 10, 2025 Board of Education meeting.***

**MOTION:** Member Little **SECONDED:** Member LaLonde

**BOARD MEMBER VOTES**
**AYES:** Members Lym, Williams, LaLonde, and Little
**NOES:**
**ABSENT:** Member Hall

**MOTION APPROVED**

## D. COMMUNICATIONS

1. Public Comments on Non-Agenda Items:
   There were no public comments during this agenda item.

2. Written Correspondence:
   The Board did not receive any correspondence related to this agenda.

3. Report from Employee Organizations:
   *Judy Ganley, Alameda Education Association (AEA):* Ms. Ganley reported that Speech and Language Pathologists (SLPs) participated in an informational meeting to discuss their work and challenges. Two SLPs, Sammy Kies Levine (Love and Franklin Elementary Schools) and Jillian Phan (Paden Elementary School), addressed the Board.

   Ms. Kies Levine expressed pride in supporting students' communication growth but noted the heavy workload faced by SLPs, including high caseloads, extensive assessments, IEP responsibilities, and legally mandated service minutes. She emphasized that while SLPs are committed to providing quality services, the current workload is unsustainable.

   Ms. Phan shared similar experiences, highlighting both the joy of helping students find their voice and the strain caused by documentation, meeting obligations, and large caseloads. She stated that these challenges contribute to burnout across the profession and represent a student equity issue.

   Both speakers thanked the Board for listening to their experiences and supporting the work of SLPs in serving students.

4. Report from PTA Council:
   *Katie Honneger, President, PTA Council (PTAC):* Ms. Honegger provided an update on the work of the Alameda PTA Council, which supports and connects individual school PTAs and facilitates partnerships with community agencies. She highlighted three active committees:

   - Climate and Sustainability Committee: Continuing efforts to plant trees at school sites, collaborate with Food Services on compostable and reusable materials, and partner with Green Team and Go Green initiatives.

- Diversity, Equity, and Inclusion (DEI) Advocacy Committee: Recently reconvened and working to revive the District-wide Equity Project initiated several years ago.

- ASPED Committee: Continuing its focus on advocacy and support for students receiving special education services.

Ms. Honegger also provided a brief update on PTA membership efforts and ongoing advocacy work.

5. Board Members' Report:
*Board Vice President Ryan LaLonde:* Board Vice President LaLonde expressed appreciation to the District's Speech and Language Pathologists for sharing their experiences, noting the importance of speech therapy in supporting communication and student development. He reflected on the challenges families face when children experience speech delays and commended the District for creating an environment where interns and graduate students choose to remain as staff members.

Vice President LaLonde also reported attending a statewide conference in Sacramento for LGBTQ+ elected officials. The event focused on supporting families, students, and communities amid ongoing challenges to civil rights. He participated in a panel discussion highlighting the District's efforts to promote inclusion and encouraged continued advocacy for state legislation that strengthens support for students and families.

6. Superintendent's Report:
Superintendent Scuderi welcomed several new administrators who joined the Alameda Unified School District over the summer.

Alifea Davis, Assistant Principal at Encinal Jr. & Sr. High School, brings over 20 years of teaching and leadership experience. His work is guided by a commitment to equity, social justice, and student empowerment, with a focus on fostering belonging and high-quality instruction.

Sarah Altschul, Assistant Principal at Lincoln Middle School, has more than 25 years of experience in education, including teaching English and supporting new secondary teachers. She is a strong advocate for literacy as a foundation for equity and social change.

Jabari Snowden, also Assistant Principal at Lincoln Middle School, joins AUSD with nearly 30 years of educational experience. He is dedicated to serving vulnerable students, promoting equity, and creating inclusive school communities where all students are valued and supported.

Anum Khan, Coordinator of Special Education, brings extensive experience as both a teacher and administrator. She has taught special education classes, led programs in other districts, and teaches credential courses for future educators. Her work emphasizes inclusive, high-quality instruction for all students.

## 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 Revised Board Policy 5131.8: Mobile Communication Devices - Authorizing Staff to Store Student Mobile Devices in Accessible Locations During Class Time
6) Approval of Facilities Bond Measure I and Measure B Contracts (Standing Item)
7) Approval of Individual Service Agreements (ISAs) with Non-Public Schools and Non-Public Agencies
8) Approval of Industry Advisory Members for AUSD's Career and Technical Education (CTE) Department
9) Proclamation: Suicide Prevention Awareness Month - September 2025
10) Proclamation: Labor Day - September 1, 2025
11) Proclamation: In Support of High School Voter Education Weeks, September 14 - September 27, 2025
12) Ratification of Contracts Executed Pursuant to Board Policy 3300
13) Resolution No. 2025-2026.03 Approval of Budget Transfers, Increases, Decreases
14) Resolution No. 2025-2026.04 Authorization to Dispose of Surplus Property

***Motion to adopt the Consent Calendar.***

**MOTION:** Member Lym **SECONDED:** Member LaLonde

**BOARD MEMBER VOTES**
**AYES:** Members Lym, Williams, LaLonde, and Little
**NOES:**
**ABSENT:** Member Hall

**MOTION APPROVED**

## F. GENERAL BUSINESS

1. Enrollment Report: First Five Days of School

Assistant Superintendent of Educational Services, Kirsten Zazo, presented the the Enrollment Report for the First Five Days of the 2025-2026 School Year.

District-wide enrollment increased by approximately 94 students compared to last year, though it is about 40 students below projections. Notable increases were observed at Ruby Bridges Elementary, resulting in the addition of a first-grade and third-grade classroom, as well as across middle and high schools, including Encinal High School.

Ms. Zazo highlighted that sixth-grade enrollment has risen compared with last year's fifth-grade numbers, which is atypical. She praised district staff for proactive management of enrollment, including early diversion strategies that minimized over-enrollment and ensured families were informed of options. Diversion decisions prioritize volunteers first, followed by out-of-district students, then in-district students by work location and attendance zone, with sibling preference considered.

Ms. Zazo also reminded the Board of policy updates giving Alameda and City of Alameda employees enrollment rights, noting that participation in this program will be reviewed and monitored.

Overall, the report indicated a well-managed start to the school year, with very few schools over capacity.

Board members were very appreciative of the work done by the staff in the Enrollment Office, and they thanked Ms. Zazo for her work, as well.

2. Discussion of Current and Potential Investments to Support Strategic Initiatives

Superintendent Scuderi began his presentation on Current and Potential Investments to Support Strategic Initiatives by emphasizing the district's ongoing commitment to initiatives identified last spring, with particular focus this year on pre-K through second-grade literacy and mathematics in grades four through eight. These grade bands were chosen because they are manageable and represent areas where targeted efforts could have a significant impact. The district also plans to make the Focal Scholar Program more inclusive of students in special education, integrating planning at the front end rather than responding after challenges arise. Alongside this, discretionary investments across schools continue to support teachers and students in achieving these priorities.

He spoke philosophically about the tension in education between improving core metrics, such as standardized test scores, and ensuring a well-rounded, engaging educational experience that includes science, the arts, physical education, and other critical subjects. Superintendent Scuderi stressed that while it is essential to track student growth and strive for proficiency, these efforts should not come at the expense of other valuable learning experiences. He highlighted the importance of aligning roles and responsibilities throughout the district—from board to classroom—to ensure that efforts are complementary rather than contradictory, drawing on Larry Cuban's framework of the four curricula: official, taught, tested, and learned.

In terms of specific initiatives, the district is considering adding specialized literacy instruction capacity, potentially through three additional positions estimated at around $420,000, to provide evidence-based reading support. For mathematics in grades four through eight, nearly $90,000 has been allocated for professional learning, grade-level team leads, after-school collaboration, and participation in the Silicon Valley Math Initiative. These investments are intended to be sustained over the next three to four years.

Superintendent Scuderi also addressed the continuum of support for students, emphasizing the need for interventions that exist between general classroom support and formal special education services. The goal is to provide earlier help for students who are struggling while ensuring site-level support is strong enough for students to succeed in less restrictive learning environments.

Financial planning was another focus, particularly regarding one-time positions and grant-funded roles. The superintendent highlighted the district's careful use of resources to avoid future fiscal cliffs as temporary funding expires. He noted that discretionary allocations take into account student need, including factors like free and reduced lunch eligibility and English learner status, demonstrating a commitment to equity. Grants and extended learning dollars are being creatively used to support key programs while longer-term solutions are explored.

Superintendent Scuderi closed his presentation with a quote from Coach John Wooden: "Do not let what you cannot do interfere with what you can do." He framed the year ahead as one in which the district will be proactive, strategic, and creative in its investments, focusing on student growth while maintaining a rich and engaging educational experience. He also clarified questions from board members about recent grants and funding charts, explaining that some investments, such as literacy specialists and math initiatives, are not fully reflected in existing charts because they are new or ongoing proposals. Overall, the message was one of careful planning, alignment, and thoughtful use of resources to maximize student success.

**G. ADJOURNMENT –** Board Member Jennifer Williams let the audience know the next regular Board meeting would be on September 9, 2025, and new Student Board Members would be joining that night. Board Member Jennifer Williams adjourned the meeting at 7:36pm.

Respectively Submitted,

Kerri Lonergan
Senior Executive Assistant
Alameda Unified School District

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

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|---|---|
| **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 2025-2026 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 |

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 2025-2026 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 |

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

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|---|---|
| **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.<br><br>The attached report provides a detailed summary of all donations received during the reporting period, including donation amount, donor names, and designated recipients. |
| **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 $83,755.17. |
| **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 | 10/21/2025 | Backup Material |

**2025-2026**
**Summary Site Donations**
**October 6, 2025 - October 20, 2025**

| Slip Date | Site | Donor | Amount | Site Total | Total Donations |
|---|---|---|---|---|---|
| 9/25/2025 | Alameda HS | Uyanga Aromin | $ 32.00 | | |
| 9/26/2025 | Alameda HS | Shannon Wirth | $ 32.00 | | |
| 9/26/2025 | Alameda HS | Mary DeWindt-Ascarrunz | $ 32.00 | | |
| 9/26/2025 | Alameda HS | Hien Doan | $ 32.00 | | |
| 9/29/2025 | Alameda HS | Munguntsetseg Tamjid | $ 32.00 | | |
| 9/29/2025 | Alameda HS | John Fong | $ 32.00 | | |
| 9/29/2025 | Alameda HS | Song Kim | $ 32.00 | | |
| 9/29/2025 | Alameda HS | Tina Chen | $ 32.00 | | |
| 9/29/2025 | Alameda HS | Gaylan Skolnick | $ 32.00 | | |
| 9/30/2025 | Alameda HS | Ben Park | $ 79.25 | | |
| 9/30/2025 | Alameda HS | Rachel Zijlstra | $ 32.00 | | |
| 9/30/2025 | Alameda HS | Ronny Chin | $ 79.25 | | |
| 9/30/2025 | Alameda HS | Gaylan Skolnick | $ 79.25 | | |
| 9/30/2025 | Alameda HS | Erin Colcord | $ 32.00 | | |
| 9/30/2025 | Alameda HS | Bao Tran | $ 32.00 | | |
| 9/30/2025 | Alameda HS | Giulia Rafanelli | $ 79.25 | | |
| 9/30/2025 | Alameda HS | Alan Seefeldt | $ 32.00 | | |
| 9/30/2025 | Alameda HS | Teresa Pletka | $ 32.00 | | |
| 9/30/2025 | Alameda HS | Alena Yu | $ 32.00 | | |
| 9/30/2025 | Alameda HS | Michelle Wong | $ 32.00 | | |
| 10/1/2025 | Alameda HS | Cash | $ 684.00 | | |
| 10/1/2025 | Alameda HS | Gavin Funabiki | $ 32.00 | | |
| 10/1/2025 | Alameda HS | Kevin Mehlberg | $ 32.00 | | |
| 10/1/2025 | Alameda HS | Monica Ware | $ 32.00 | | |
| 10/1/2025 | Alameda HS | Joanne Borromeo | $ 79.25 | | |
| 10/1/2025 | Alameda HS | Veronica Favela | $ 32.00 | | |
| 10/1/2025 | Alameda HS | Becky Zhu | $ 32.00 | | |
| 10/1/2025 | Alameda HS | Mary Woo | $ 32.00 | | |
| 10/1/2025 | Alameda HS | Conner Lee | $ 32.00 | | |
| 10/1/2025 | Alameda HS | Liam Anderson | $ 32.00 | | |
| 10/1/2025 | Alameda HS | Sloane Lutton | $ 32.00 | | |
| 10/1/2025 | Alameda HS | Ilan Alcasas | $ 32.00 | | |
| 10/1/2025 | Alameda HS | Tracy Hazelton | $ 32.00 | | |
| 10/1/2025 | Alameda HS | Alena Babkova | $ 32.00 | | |
| 10/1/2025 | Alameda HS | Avanti Patel | $ 32.00 | | |
| 10/1/2025 | Alameda HS | Ingrid Llewellyn | $ 32.00 | | |
| 10/2/2025 | Alameda HS | Alameda HS ASB | $ 981.00 | | |
| 10/2/2025 | Alameda HS | Annemarie Ledeboer | $ 32.00 | | |
| 10/2/2025 | Alameda HS | Lyla Meas-Jones | $ 32.00 | | |
| 10/2/2025 | Alameda HS | Chong Yu | $ 32.00 | | |
| 10/2/2025 | Alameda HS | Tiffany Tamano | $ 79.25 | | |
| 10/2/2025 | Alameda HS | Anna Williams | $ 32.00 | | |
| 10/2/2025 | Alameda HS | Emilly Nurthen | $ 32.00 | | |
| 10/2/2025 | Alameda HS | Jeffrey Arndt | $ 111.25 | | |
| 10/3/2025 | Alameda HS | Janie Rhodes | $ 32.00 | | |
| 10/3/2025 | Alameda HS | Fiona Hernandez | $ 32.00 | | |
| 10/3/2025 | Alameda HS | Amy Tran | $ 32.00 | | |
| 10/3/2025 | Alameda HS | Nagaraj Lingapandi | $ 111.25 | | |
| 10/4/2025 | Alameda HS | Rishika Basnet | $ 32.00 | | |
| 10/4/2025 | Alameda HS | Nina Schittli | $ 32.00 | | |
| 10/4/2025 | Alameda HS | Mari Sunderland | $ 32.00 | | |
| 10/5/2025 | Alameda HS | Anthony Phillip | $ 32.00 | | |

**2025-2026**
**Summary Site Donations**
**October 6, 2025 - October 20, 2025**

| | | | | |
|---|---|---|---|---|
| 10/5/2025 | Alameda HS | Sarah Singer | $ | 32.00 |
| 10/5/2025 | Alameda HS | Jen McAnaney | $ | 32.00 |
| 10/6/2025 | Alameda HS | Huddle Tickets | $ | 4,195.00 |
| 10/6/2025 | Alameda HS | Elizabeth Smith | $ | 32.00 |
| 10/6/2025 | Alameda HS | Alys Cochrane | $ | 32.00 |
| 10/6/2025 | Alameda HS | Thomas Cosby | $ | 220.00 |
| 10/7/2025 | Alameda HS | Richard Andersen | $ | 32.00 |
| 10/7/2025 | Alameda HS | Julia Alemany | $ | 32.00 |
| 10/7/2025 | Alameda HS | Yaniv Sherman | $ | 32.00 |
| 10/8/2025 | Alameda HS | Andrew Chin | $ | 75.00 |
| 10/8/2025 | Alameda HS | Chaohui yu | $ | 75.00 |
| 10/8/2025 | Alameda HS | Conrado Junsay | $ | 30.00 |
| 10/8/2025 | Alameda HS | Dennis McNabb | $ | 30.00 |
| 10/8/2025 | Alameda HS | Derald Sue | $ | 30.00 |
| 10/8/2025 | Alameda HS | Diana Fan | $ | 60.00 |
| 10/8/2025 | Alameda HS | Doris Ung | $ | 30.00 |
| 10/8/2025 | Alameda HS | Elaine Huang | $ | 75.00 |
| 10/8/2025 | Alameda HS | Elizabeth Clements | $ | 30.00 |
| 10/8/2025 | Alameda HS | George Arroyo | $ | 30.00 |
| 10/8/2025 | Alameda HS | Hannah Kirk | $ | 30.00 |
| 10/8/2025 | Alameda HS | Harry Ma | $ | 60.00 |
| 10/8/2025 | Alameda HS | Heather Wagner | $ | 105.00 |
| 10/8/2025 | Alameda HS | Helen Liu | $ | 30.00 |
| 10/8/2025 | Alameda HS | Ismail Kapudere | $ | 30.00 |
| 10/8/2025 | Alameda HS | James Liu | $ | 165.00 |
| 10/8/2025 | Alameda HS | John Vu | $ | 135.00 |
| 10/8/2025 | Alameda HS | Kevin Walsh | $ | 30.00 |
| 10/8/2025 | Alameda HS | Lance Lum | $ | 30.00 |
| 10/8/2025 | Alameda HS | Marek Gilbert | $ | 30.00 |
| 10/8/2025 | Alameda HS | Michael Jonas | $ | 75.00 |
| 10/8/2025 | Alameda HS | Michelle Coffey | $ | 30.00 |
| 10/8/2025 | Alameda HS | Nancy Pun | $ | 30.00 |
| 10/8/2025 | Alameda HS | Nina Munoz Gonzalez | $ | 30.00 |
| 10/8/2025 | Alameda HS | Ram Mummidi | $ | 105.00 |
| 10/8/2025 | Alameda HS | Scott Smith | $ | 30.00 |
| 10/8/2025 | Alameda HS | Sheetal Cordova | $ | 30.00 |
| 10/8/2025 | Alameda HS | Stacey Plaskett | $ | 75.00 |
| 10/8/2025 | Alameda HS | Stefan Banducci | $ | 30.00 |
| 10/8/2025 | Alameda HS | Timothy Stowe | $ | 105.00 |
| 10/8/2025 | Alameda HS | Tina Mei Ou | $ | 105.00 |
| 10/8/2025 | Alameda HS | William McCants | $ | 75.00 |
| 10/8/2025 | Alameda HS | William Tran | $ | 30.00 |
| 10/8/2025 | Alameda HS | Yi Weng | $ | 105.00 |
| 10/8/2025 | Alameda HS | Noura Sen | $ | 32.00 |
| 10/8/2025 | Alameda HS | Ilya Shereshevsky | $ | 32.00 |
| 10/8/2025 | Alameda HS | Serena Liu | $ | 32.00 |
| 10/8/2025 | Alameda HS | Wayne Lopez | $ | 32.00 |
| 10/8/2025 | Alameda HS | Juniper Wargny | $ | 111.25 |
| 10/8/2025 | Alameda HS | Destanie Wright | $ | 79.25 |
| 10/8/2025 | Alameda HS | Alina Dezso | $ | 32.00 |
| 10/8/2025 | Alameda HS | Samuel Woldesemayat | $ | 79.25 |
| 10/8/2025 | Alameda HS | Anayah Adamson | $ | 32.00 |
| 10/9/2025 | Alameda HS | Danielle Abraham Preus | $ | 32.00 |
| 10/9/2025 | Alameda HS | Kelly D Lu | $ | 32.00 |
| 10/9/2025 | Alameda HS | Asher Allgood | $ | 79.25 |

**2025-2026**
**Summary Site Donations**
**October 6, 2025 - October 20, 2025**

| | | | | | |
|---|---|---|---|---|---|
| 10/9/2025 | Alameda HS | Lisa Schulz | $ | 32.00 | |
| 10/9/2025 | Alameda HS | Jillian Blanchard | $ | 32.00 | |
| 10/9/2025 | Alameda HS | John Fisher-Mack | $ | 32.00 | |
| 10/9/2025 | Alameda HS | Gloria Victorio | $ | 32.00 | |
| 10/10/2025 | Alameda HS | Janice Ryan | $ | 32.00 | |
| 10/10/2025 | Alameda HS | Tabitha Cagan | $ | 32.00 | |
| 10/10/2025 | Alameda HS | Melissa Anderson | $ | 32.00 | |
| 10/12/2025 | Alameda HS | Barmak Vessali | $ | 79.25 | |
| | | | | | $ 11,219.25 |
| 9/22/2025 | ASTI | Uka Enkhbold | $ | 5.00 | |
| 9/23/2025 | ASTI | Shuyi Chen | $ | 200.00 | |
| 9/24/2025 | ASTI | Gabriel Chilcott | $ | 25.00 | |
| 9/25/2025 | ASTI | Connie Li | $ | 25.00 | |
| 9/29/2025 | ASTI | Tara D. Thapa | $ | 5.00 | |
| 9/29/2025 | ASTI | Ali Essa | $ | 5.00 | |
| 9/29/2025 | ASTI | Vincent lau | $ | 5.00 | |
| 9/29/2025 | ASTI | Kakwun Li | $ | 5.00 | |
| 9/29/2025 | ASTI | Hafiz Mohamed | $ | 5.00 | |
| 9/30/2025 | ASTI | Gladis Topete | $ | 5.00 | |
| 9/30/2025 | ASTI | Leanne Andalis | $ | 5.00 | |
| 9/30/2025 | ASTI | Hung Le | $ | 5.00 | |
| 9/30/2025 | ASTI | Yanling Li | $ | 5.00 | |
| 9/30/2025 | ASTI | Para Patel | $ | 75.00 | |
| 10/1/2025 | ASTI | Precious Williams | $ | 5.00 | |
| 10/1/2025 | ASTI | Dennis Quan Zhou | $ | 25.00 | |
| 10/7/2025 | ASTI | Andrew Wiedlea | $ | 300.00 | |
| 10/7/2025 | ASTI | Bosco Wu | $ | 800.00 | |
| 10/7/2025 | ASTI | David Weaver | $ | 200.00 | |
| 10/7/2025 | ASTI | Dennis Quan Zhou | $ | 200.00 | |
| 10/7/2025 | ASTI | Mandy Guo | $ | 500.00 | |
| 10/7/2025 | ASTI | Nga Nguyen | $ | 200.00 | |
| 10/7/2025 | ASTI | Van Giang | $ | 300.00 | |
| 10/7/2025 | ASTI | Viet Tran | $ | 200.00 | |
| 10/7/2025 | ASTI | Deidre Abrons | $ | 1,000.00 | |
| 10/8/2025 | ASTI | Angel Romero | $ | 5.00 | |
| | | | | | $ 4,110.00 |
| 9/28/2025 | Bay Farm | Karen Hodsdon | $ | 365.50 | |
| 9/29/2025 | Bay Farm | Kitty Ou | $ | 365.50 | |
| 9/29/2025 | Bay Farm | Rena Hong | $ | 121.83 | |
| 9/30/2025 | Bay Farm | Maria Piper | $ | 367.50 | |
| 10/1/2025 | Bay Farm | Pamela Pugh | $ | 121.83 | |
| 10/1/2025 | Bay Farm | Mark Swetz | $ | 365.50 | |
| 10/1/2025 | Bay Farm | Jackson Liang | $ | 365.50 | |
| 10/1/2025 | Bay Farm | Milena Kim | $ | 365.50 | |
| 10/1/2025 | Bay Farm | Tara Clancy | $ | 365.50 | |
| 10/1/2025 | Bay Farm | Cynthia Chen | $ | 365.50 | |
| 10/1/2025 | Bay Farm | Arielle Crenshaw | $ | 367.50 | |
| 10/2/2025 | Bay Farm | Megan Hartman | $ | 365.50 | |
| 10/2/2025 | Bay Farm | Lynne Pham | $ | 365.50 | |
| 10/3/2025 | Bay Farm | Sara Lopez | $ | 121.83 | |
| 10/3/2025 | Bay Farm | Silver Goodier | $ | 365.50 | |
| 10/3/2025 | Bay Farm | Michael Liang | $ | 365.50 | |
| 10/4/2025 | Bay Farm | Jamie Saephan | $ | 121.83 | |
| 10/5/2025 | Bay Farm | Melanie Sheaffer | $ | 365.50 | |
| 10/5/2025 | Bay Farm | Lacey Bangle | $ | 365.50 | |

**2025-2026**
**Summary Site Donations**
**October 6, 2025 - October 20, 2025**

| | | | | | |
|---|---|---|---|---|---|
| 10/6/2025 | Bay Farm | Jin Cho | $ | 365.50 | |
| 10/6/2025 | Bay Farm | Selena Squarzanti | $ | 367.50 | |
| 10/10/2025 | Bay Farm | Pegah Afkary | $ | 731.00 | |
| 10/11/2025 | Bay Farm | Stephanie Sato | $ | 365.50 | |
| 10/13/2025 | Bay Farm | Ashley Smith | $ | 365.50 | |
| | | | | | $ 8,168.82 |
| 10/13/2025 | Ed Services | Philanthropic Ventures | $ | 500.00 | |
| | | | | | $ 500.00 |
| 9/26/2025 | Encinal Jr/Sr HS | Eileen Espejo | $ | 32.00 | |
| 9/29/2025 | Encinal Jr/Sr HS | Claudia Khem | $ | 64.00 | |
| 9/29/2025 | Encinal Jr/Sr HS | Megan Leung | $ | 32.00 | |
| 9/30/2025 | Encinal Jr/Sr HS | Cash | $ | 42.00 | |
| 9/30/2025 | Encinal Jr/Sr HS | Encinal HS | $ | 450.00 | |
| 9/30/2025 | Encinal Jr/Sr HS | Encinal HS Music Boosters | $ | 8,415.00 | |
| 9/30/2025 | Encinal Jr/Sr HS | Huddle Tickets | $ | 535.00 | |
| 9/30/2025 | Encinal Jr/Sr HS | Pinole Valley HS | $ | 900.00 | |
| 9/30/2025 | Encinal Jr/Sr HS | Que Chu | $ | 32.00 | |
| 9/30/2025 | Encinal Jr/Sr HS | Terrence Chinn | $ | 32.00 | |
| 9/30/2025 | Encinal Jr/Sr HS | Danielle Pence | $ | 32.00 | |
| 9/30/2025 | Encinal Jr/Sr HS | Anne Geis | $ | 32.00 | |
| 9/30/2025 | Encinal Jr/Sr HS | Phendi Thongkham | $ | 32.00 | |
| 9/30/2025 | Encinal Jr/Sr HS | Pearl Chen | $ | 104.00 | |
| 10/1/2025 | Encinal Jr/Sr HS | Chris Kiuchi | $ | 32.00 | |
| 10/1/2025 | Encinal Jr/Sr HS | Malia Sage | $ | 243.00 | |
| 10/2/2025 | Encinal Jr/Sr HS | Camille Moore | $ | 32.00 | |
| 10/2/2025 | Encinal Jr/Sr HS | Matthew Wynne | $ | 32.00 | |
| 10/2/2025 | Encinal Jr/Sr HS | Erinn Larsen | $ | 32.00 | |
| 10/2/2025 | Encinal Jr/Sr HS | Janice Kim | $ | 32.00 | |
| 10/2/2025 | Encinal Jr/Sr HS | Heather Acevedo | $ | 32.00 | |
| 10/2/2025 | Encinal Jr/Sr HS | Mary Brune | $ | 51.80 | |
| 10/2/2025 | Encinal Jr/Sr HS | Jennifer Seiler | $ | 51.80 | |
| 10/3/2025 | Encinal Jr/Sr HS | Blue Ash | $ | 32.00 | |
| 10/3/2025 | Encinal Jr/Sr HS | Morgan Vien | $ | 211.00 | |
| 10/3/2025 | Encinal Jr/Sr HS | LeBrie Goudy-Lee | $ | 19.80 | |
| 10/3/2025 | Encinal Jr/Sr HS | Cathryn Weems | $ | 211.00 | |
| 10/3/2025 | Encinal Jr/Sr HS | Sarah Lee | $ | 104.00 | |
| 10/3/2025 | Encinal Jr/Sr HS | Georgia Every | $ | 211.00 | |
| 10/3/2025 | Encinal Jr/Sr HS | Tiffany Allison | $ | 19.80 | |
| 10/4/2025 | Encinal Jr/Sr HS | Momo Chang | $ | 32.00 | |
| 10/4/2025 | Encinal Jr/Sr HS | Alison Yi | $ | 32.00 | |
| 10/5/2025 | Encinal Jr/Sr HS | Jesse Hahnel | $ | 51.80 | |
| 10/5/2025 | Encinal Jr/Sr HS | Tonga Doan | $ | 32.00 | |
| 10/6/2025 | Encinal Jr/Sr HS | Angela Chim | $ | 19.80 | |
| 10/6/2025 | Encinal Jr/Sr HS | Brooke El-Amine | $ | 72.00 | |
| 10/6/2025 | Encinal Jr/Sr HS | Jenna Hoang | $ | 32.00 | |
| 10/7/2025 | Encinal Jr/Sr HS | Kristen Kitts | $ | 32.00 | |
| 10/7/2025 | Encinal Jr/Sr HS | Jake Matthews | $ | 32.00 | |
| 10/7/2025 | Encinal Jr/Sr HS | Evaly Long | $ | 422.00 | |
| 10/7/2025 | Encinal Jr/Sr HS | Sharon Phillips | $ | 32.00 | |
| 10/7/2025 | Encinal Jr/Sr HS | Jianling Chen | $ | 19.80 | |
| 10/7/2025 | Encinal Jr/Sr HS | Cindy Wu | $ | 32.00 | |
| 10/8/2025 | Encinal Jr/Sr HS | Gail Senoglu | $ | 22.00 | |
| 10/8/2025 | Encinal Jr/Sr HS | Elizabeth Burton | $ | 19.80 | |
| 10/8/2025 | Encinal Jr/Sr HS | Erin Engstrom | $ | 105.50 | |
| 10/8/2025 | Encinal Jr/Sr HS | Annette Tisdale | $ | 211.00 | |

**2025-2026**
**Summary Site Donations**
**October 6, 2025 - October 20, 2025**

| | | | | | |
|---|---|---|---|---|---|
| 10/8/2025 | Encinal Jr/Sr HS | Sisilia Rodriguez | $ 104.00 | | |
| 10/9/2025 | Encinal Jr/Sr HS | Gloria Victorio | $ 19.80 | | |
| 10/9/2025 | Encinal Jr/Sr HS | Eric Hill | $ 32.00 | | |
| 10/9/2025 | Encinal Jr/Sr HS | Cheyenne Haven | $ 32.00 | | |
| 10/9/2025 | Encinal Jr/Sr HS | Kari Barnes | $ 422.00 | | |
| 10/9/2025 | Encinal Jr/Sr HS | Sarah Coombs | $ 422.00 | | |
| 10/9/2025 | Encinal Jr/Sr HS | Lauren Do | $ 422.00 | | |
| 10/9/2025 | Encinal Jr/Sr HS | Elizabeth Burton | $ 211.00 | | |
| 10/9/2025 | Encinal Jr/Sr HS | Julie Thach | $ 32.00 | | |
| 10/10/2025 | Encinal Jr/Sr HS | Matthew Butt | $ 72.00 | | |
| 10/10/2025 | Encinal Jr/Sr HS | Gelina Zhu | $ 51.80 | | |
| 10/10/2025 | Encinal Jr/Sr HS | Cindy Song | $ 211.00 | | |
| 10/10/2025 | Encinal Jr/Sr HS | Sophia Han | $ 32.00 | | |
| 10/10/2025 | Encinal Jr/Sr HS | Quoc Thai Truong | $ 72.00 | | |
| 10/11/2025 | Encinal Jr/Sr HS | Molly Rodgers | $ 19.80 | | |
| 10/11/2025 | Encinal Jr/Sr HS | Jeff Locke | $ 316.50 | | |
| 10/12/2025 | Encinal Jr/Sr HS | Lisa Yap | $ 211.00 | | |
| 10/12/2025 | Encinal Jr/Sr HS | Cosmo Mayes | $ 72.00 | | |
| 10/12/2025 | Encinal Jr/Sr HS | Kate Meyers | $ 105.50 | | |
| 10/12/2025 | Encinal Jr/Sr HS | Christine Yu | $ 23.40 | | |
| 10/12/2025 | Encinal Jr/Sr HS | Jesse Hahnel | $ 105.50 | | |
| 10/13/2025 | Encinal Jr/Sr HS | Wei Liang | $ 316.50 | | |
| 10/13/2025 | Encinal Jr/Sr HS | Erica Frandsen | $ 316.50 | | |
| 10/13/2025 | Encinal Jr/Sr HS | Matthew Wynne | $ 316.50 | | |
| | | | | $ 17,219.70 | |
| 10/7/2025 | Franklin | Franklin Elementary PTA | $ 40,401.67 | | |
| | | | | $ 40,401.67 | |
| 10/10/2025 | Island HS | Gabrielle Knoll | $ 39.73 | | |
| | | | | $ 39.73 | |
| 10/1/2025 | Lincoln MS | Shannon Yuen | $ 27.00 | | |
| 10/2/2025 | Lincoln MS | Emily Lin | $ 23.00 | | |
| 10/2/2025 | Lincoln MS | Jedediah Goddard | $ 23.00 | | |
| 10/8/2025 | Lincoln MS | Monica Bell Sloan | $ 23.00 | | |
| 10/9/2025 | Lincoln MS | Lincoln MS Music Boosters | $ 1,500.00 | | |
| | | | | $ 1,596.00 | |
| 10/9/2025 | Ruby Bridges | Philanthropic Ventures | $ 500.00 | | |
| | | | | $ 500.00 | |
| | | | | | $ 83,755.17 |

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.<br><br>The attached register contains information for all bills and warrants from October 1 through October 16, 2025, except for *sixty-six (66)* redactions where posting that information would violate confidentiality. |
| **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 $3,757,033.53. |
| **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 | 10/21/2025 | Backup Material |

# ALAMEDA UNIFIED SCHOOL DISTRICT

Excellence & Equity For All Students

**Fiscal Services Department**
**2060 Challenger Dr**
**Alameda, CA 94501**
**(510) 337-7082**

Re Board Meeting of October 14, 2025

To: Recording Secretary, Board of Education

From: Fiscal Department

Subject: Summary of Register (Bill and Payroll Warrants)

Attached is the summary of Register issued for the period. Supporting register attached.

Signed: B. Lavietes

Date: 10/21/2025

**Board of Education**

Approved by:

Name

Date

**Summary of Register**
**Alameda Unified School District**
**For Board Meeting 10/14/2025**

| Register No. | Warrant Number | Date | Amount |
|---|---|---|---|
| 001424 | 51964835-51964842 | 10/01/25 | $ 50,439.55 |
| 001425 | 51964843-51964849 | 10/01/25 | $ 4,586.20 |
| 001426 | 51964850-51964852 | 10/01/25 | $ 28,250.78 |
| 001427 | 51964853-51964856 | 10/01/25 | $ 36,669.10 |
| 001428 | 51964857-51964863 | 10/01/25 | $ 21,178.10 |
| 001429 | 51964864-51964877 | 10/01/25 | $ 65,236.95 |
| 001430 | 51964878-51964883 | 10/01/25 | $ 190,622.77 |
| 001431 | 51964884-51964893 | 10/01/25 | $ 34,185.87 |
| 001432 | 51964894-51964901 | 10/01/25 | $ 139,355.52 |
| 001433 | 51964902 | 10/01/25 | $ 27,182.45 |
| 001434 | 51965469-51965497 | 10/02/25 | $ 59,981.05 |
| 001435 | 51965498-51965522 | 10/02/25 | $ 36,709.00 |
| 001436 | 51966210-51966228 | 10/03/25 | $ 100,252.96 |
| 001437 | 51966942-51966960 | 10/06/25 | $ 196,214.92 |
| 001438 | 51967318-51967333 | 10/07/25 | $ 54,227.06 |
| 001439 | 51967908-51967921 | 10/08/25 | $ 126,010.10 |
| 001440 | 51968365-51968376 | 10/09/25 | $ 189,260.19 |
| 001441 | 51968741-51968767 | 10/10/25 | $ 1,322,049.61 |
| 001442 | 51969160-51969174 | 10/13/25 | $ 161,866.97 |
| 001443 | 51969465-51969475 | 10/14/25 | $ 370,439.50 |
| 001444 | 51969717-51969737 | 10/15/25 | $ 226,864.59 |
| 001445 | 51969738-51969743 | 10/15/25 | $ 52,781.58 |
| 001446 | 51970140-51970148 | 10/16/25 | $ 222,834.05 |
| 001447 | 51970149-51970164 | **10/16/2025** | $ 41,269.66 |
| Cancelled | 51964879 | 10/01/25 | $ (700.00) |
| Cancelled | 51965515 | 10/02/25 | $ (735.00) |
| | | Total | $ 3,757,033.53 |

| **Prepared By:** | **Date** | **Reviewed By:** | **Date** |
|---|---|---|---|
| Brian Lavietes | 10/20/2025 | S. Chonel | 10/21/2025 |

**Checks Dated 10/01/2025 through 10/16/2025** — **Board Meeting Date 10/28/25**

| Check Number | Check Date | Pay to the Order of | Fund-Object | Expensed Amount | Check Amount |
|---|---|---|---|---|---|
| 51964835 | 10/01/2025 | Bonnie Wehmann | 13-8634 | | 27.25 |
| 51964836 | 10/01/2025 | Alameda Municipal Power | 21-6281 | | 27,359.86 |
| 51964837 | 10/01/2025 | Amazon Capital Services, Inc. | 01-4310 | | 579.51 |
| 51964838 | 10/01/2025 | Bimbo Bakeries USA | 13-4700 | | 1,513.73 |
| 51964839 | 10/01/2025 | Earl's Organic Produce | 13-4700 | | 3,864.00 |
| 51964840 | 10/01/2025 | ePlus Technology, Inc. | 01-5800 | | 6,710.30 |
| 51964841 | 10/01/2025 | Howard Industries, Inc. dba Howard Technology Solutions | 01-4310 | | 10,366.21 |
| 51964842 | 10/01/2025 | Jostens Inc | 01-5800 | | 18.69 |
| 51964843 | 10/01/2025 | Traiger, Stephen | 01-4310 | | 56.59 |
| 51964844 | 10/01/2025 | Lym, Gary K | 01-4310 | | 85.25 |
| 51964845 | 10/01/2025 | Brady, Scott E | 01-5879 | | 112.55 |
| 51964846 | 10/01/2025 | Pioneer Manufacturing Co. dba Pioneer Athletics Revere Prod. | 01-4400 | | 821.06 |
| 51964847 | 10/01/2025 | Rain Master Irrigation Systems | 01-5815 | | 29.90 |
| 51964848 | 10/01/2025 | San Joaquin County Office of Education | 01-5846 | | 2,441.25 |
| 51964849 | 10/01/2025 | Sonic. Net LLC | 01-5935 | | 1,039.60 |
| 51964850 | 10/01/2025 | Laura Garcia Lopez | 01-9513 | | 356.11 |
| 51964851 | 10/01/2025 | Reynolds, Joni | 01-9513 | | 356.11 |
| 51964852 | 10/01/2025 | Teri Suzuki | 01-9513 | | 356.11 |
| 51964853 | 10/01/2025 | Specia Ed Reimb | 01-5847 | | 2,777.78 |
| 51964854 | 10/01/2025 | Amazon Capital Services, Inc. | 01-4310 | | 186.18 |
| 51964855 | 10/01/2025 | CDW Government Inc. | 01-4310 | 1,111.86 | |
| | | | 01-4415 | 1,533.89 | |
| | | | 01-5846 | 997.00 | |
| | | | 01-6400 | 29,562.39 | 33,205.14 |
| 51964856 | 10/01/2025 | Jennifer L.Wong, MD | 01-5800 | | 500.00 |
| 51964857 | 10/01/2025 | Uransanaa Tumurdash | 01-8699 | | 72.00 |
| 51964858 | 10/01/2025 | *Newark Memorial High School | 01-5879 | | 550.00 |
| 51964859 | 10/01/2025 | Lakeshore Learning Materials | 01-4310 | | 32.45 |
| 51964860 | 10/01/2025 | Voyager Sopris Learning | 01-4200 | | 12,010.96 |
| 51964861 | 10/01/2025 | ODP Business Solutions LLC | 01-4310 | | 1,441.44 |
| 51964862 | 10/01/2025 | Phillips Academy | 01-5100 | | 6,931.25 |
| 51964863 | 10/01/2025 | Rhythmix Cultural Works | 01-5879 | | 140.00 |
| 51964864 | 10/01/2025 | Anna Lein | 13-8634 | | 172.40 |
| 51964865 | 10/01/2025 | Amazon Capital Services, Inc. | 01-4310 | | 882.82 |
| 51964866 | 10/01/2025 | Anova Education & Behavior Co | 01-5100 | | 4,194.00 |
| 51964867 | 10/01/2025 | Apodaca Mechanical & Consulting Inc | 01-5800 | | 12,762.97 |
| 51964868 | 10/01/2025 | Bay City Boiler & Engineering Co Inc. | 01-5800 | | 1,250.00 |
| 51964869 | 10/01/2025 | Bimbo Bakeries USA | 13-4700 | | 1,211.65 |
| 51964870 | 10/01/2025 | Brigaid LLC | 13-5800 | | 8,208.33 |
| 51964871 | 10/01/2025 | Burns-McCloskey, Deborah | 01-5847 | | 1,012.50 |
| 51964872 | 10/01/2025 | CDW Government Inc. | 01-6400 | 104.11 | |
| | | | 13-4315 | 636.67 | 740.78 |
| 51964873 | 10/01/2025 | Chefs Toys LLC | 13-4310 | | 8.86 |
| 51964874 | 10/01/2025 | EdTheory, LLC | 01-5800 | | 13,440.00 |

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

| Checks Dated 10/01/2025 through 10/16/2025 | | | | Board Meeting Date 10/28/25 | |
|---|---|---|---|---|---|
| Check Number | Check Date | Pay to the Order of | Fund-Object | Expensed Amount | Check Amount |
| 51964875 | 10/01/2025 | Extensive Air Conditioning Inc. | 01-5800 | | 16,225.81 |
| 51964876 | 10/01/2025 | General Produce Ca., LTD | 13-4700 | | 3,822.03 |
| 51964877 | 10/01/2025 | ICE Safety Solutions | 01-5800 | | 1,304.80 |
| 51964878 | 10/01/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51964879 | 10/01/2025 | Specia Ed Reimb | Cancelled | | 700.00 * |
| | Cancelled on 10/20/2025, Cancel Register # AP10202025A | | | | |
| 51964880 | 10/01/2025 | Mobile Modular Mgmt Corp | 25-5624 | | 65,592.00 |
| 51964881 | 10/01/2025 | Pagano's Hardware Town Center | 01-4310 | | 422.80 |
| 51964882 | 10/01/2025 | Pine Health LLC | 01-5800 | | 121,279.93 |
| 51964883 | 10/01/2025 | Worthington Direct Holdings | 01-4310 | 915.35 | |
| | | | 01-4400 | 977.69 | 1,893.04 |
| 51964884 | 10/01/2025 | Abel Damasceno Moura | 01-5800 | | 360.00 |
| 51964885 | 10/01/2025 | Alison Pentland | 01-5800 | | 16,366.00 |
| 51964886 | 10/01/2025 | Amazon Capital Services, Inc. | 01-4310 | | 710.06 |
| 51964887 | 10/01/2025 | Continental Athletic Supply Inc. | 01-4310 | 963.62 | |
| | | | Unpaid Tax | 8.94- | 954.68 |
| 51964888 | 10/01/2025 | D Harris Tours, INC | 01-5879 | | 1,295.00 |
| 51964889 | 10/01/2025 | Ewing Outdoor Supply | 01-4310 | | 772.34 |
| 51964890 | 10/01/2025 | Grainger Inc | 01-4310 | | 5,073.79 |
| 51964891 | 10/01/2025 | Harmony Monsters Music, LLC | 01-5800 | | 750.00 |
| 51964892 | 10/01/2025 | Jensen Landscape Services LLC dba Monarch Tree Services | 01-5800 | | 3,527.00 |
| 51964893 | 10/01/2025 | Foley, Stacey | 01-5800 | | 4,377.00 |
| 51964894 | 10/01/2025 | Specia Ed Reimb Toutjian | 01-5865 | | 140.00 |
| 51964895 | 10/01/2025 | Lincoln Aquatics | 01-4310 | | 4,829.43 |
| 51964896 | 10/01/2025 | McMaster-Carr | 01-4310 | | 2,725.16 |
| 51964897 | 10/01/2025 | Pine Health LLC | 01-5800 | | 121,337.87 |
| 51964898 | 10/01/2025 | Reed Brothers Security | 01-4310 | | 282.42 |
| 51964899 | 10/01/2025 | Ro Health, Inc. | 01-5800 | | 4,003.45 |
| 51964900 | 10/01/2025 | The Education Team | 01-5800 | | 5,382.77 |
| 51964901 | 10/01/2025 | Sherwin Williams Company | 01-4310 | | 654.42 |
| 51964902 | 10/01/2025 | Alameda USD Payroll Direct Deposit | 01-9950 | | 27,182.45 |
| 51965469 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965470 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 665.00 |
| 51965471 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965472 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 630.00 |
| 51965473 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 280.00 |
| 51965474 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965475 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965476 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 1,400.00 |
| 51965477 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 1,470.00 |
| 51965478 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965479 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965480 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 1,295.00 |
| 51965481 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965482 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 700.00 |

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Checks Dated 10/01/2025 through 10/16/2025 Board Meeting Date 10/28/25

| Check Number | Check Date | Pay to the Order of | Fund-Object | Expensed Amount | Check Amount |
|---|---|---|---|---|---|
| 51965483 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 1,470.00 |
| 51965484 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965485 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965486 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 595.00 |
| 51965487 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965488 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965489 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965490 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965491 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 595.00 |
| 51965492 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965493 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965494 | 10/02/2025 | Alameda Family Services | 01-5100 | | 33,000.30 |
| 51965495 | 10/02/2025 | CDW Government Inc. | 11-4315 | | 547.59 |
| 51965496 | 10/02/2025 | Emma C. Pigott | 01-5800 | | 3,111.00 |
| 51965497 | 10/02/2025 | Keller Supply Company | 01-4310 | 3,201.96 | |
| | | | Unpaid Tax | 4.80- | 3,197.16 |
| 51965498 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 1,365.00 |
| 51965499 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965500 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| | | Specia Ed Reimb | | | |
| 51965501 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965502 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 385.00 |
| 51965503 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965504 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965505 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965506 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965507 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965508 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 665.00 |
| 51965509 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965510 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965511 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965512 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 665.00 |
| 51965513 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965514 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 630.00 |
| 51965515 | 10/02/2025 | ### Shanna Gaudenti | Cancelled | | 735.00 * |
| | Cancelled on 10/20/2025, Cancel Register # AP10202025H | | | | |
| 51965516 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 455.00 |
| 51965517 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965518 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965519 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965520 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965521 | 10/02/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51965522 | 10/02/2025 | Specia Ed Reimb | 01-5800 | | 19,314.00 |
| 51966210 | 10/03/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |
| 51966211 | 10/03/2025 | Aeries Software | 01-5200 | | 1,116.00 |
| 51966212 | 10/03/2025 | Alameda County Environmental Health | 01-5800 | | 1,395.00 |

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Checks Dated 10/01/2025 through 10/16/2025 Board Meeting Date 10/28/25

| Check Number | Check Date | Pay to the Order of | Fund-Object | Expensed Amount | Check Amount |
|---|---|---|---|---|---|
| 51966213 | 10/03/2025 | Amazon Capital Services, Inc. | 01-4310 | | 4,154.44 |
| 51966214 | 10/03/2025 | Alameda Chess Castle, LLC Attn: Andrew Mueckenberger | 01-5800 | | 550.00 |
| 51966215 | 10/03/2025 | Bayhill High School Attn: Lydia Stacey | 01-5100 | | 18,349.50 |
| 51966216 | 10/03/2025 | Blaisdells's Business Products | 11-4310 | | 95.69 |
| 51966217 | 10/03/2025 | California Department ofTax and Fee Administration | 01-9566 | 8,078.00 | |
| | | | 13-9566 | 35.00 | |
| | | | 25-9566 | 211.00 | 8,324.00 |
| 51966218 | 10/03/2025 | Earl's Organic Produce | 13-4700 | | 4,512.50 |
| 51966219 | 10/03/2025 | EBMUD | 01-5558 | | 38,785.64 |
| 51966220 | 10/03/2025 | Economy Lumber Co | 01-4310 | | 475.06 |
| 51966221 | 10/03/2025 | Flinn Scientific | 01-4316 | 230.15 | |
| | | | Unpaid Tax | 6.19- | 223.96 |
| 51966222 | 10/03/2025 | General Produce Ca., LTD | 13-4700 | | 1,407.58 |
| 51966223 | 10/03/2025 | Gold Star Foods, Inc. | 13-4700 | | 11,102.13 |
| 51966224 | 10/03/2025 | IDN WILCO | 01-4310 | | 152.76 |
| 51966225 | 10/03/2025 | K2M Consultants | 01-5671 | | 1,110.00 |
| 51966226 | 10/03/2025 | Marianne Olney-Hamel | 01-5800 | | 5,199.70 |
| 51966227 | 10/03/2025 | Domitila Tapia DBA Mimi's Orga nic Farms | 13-4700 | | 364.00 |
| 51966228 | 10/03/2025 | Wahab Algarmi | 01-5800 | | 2,200.00 |
| 51966942 | 10/06/2025 | Lue-Melero, Lori J | 01-5210 | | 12.18 |
| 51966943 | 10/06/2025 | Stanley, Chandini D | 01-5210 | | 82.46 |
| 51966944 | 10/06/2025 | Allen, Karen S | 01-5210 | | 57.89 |
| 51966945 | 10/06/2025 | Pedrin Perez, Sherry D | 01-5800 | | 30.00 |
| 51966946 | 10/06/2025 | Pollard, Edward J | 01-5210 | | 64.96 |
| 51966947 | 10/06/2025 | Seidl, Gabriel F | 01-5210 | | 151.27 |
| 51966948 | 10/06/2025 | Aguilera-Ordaz, Jose Angel | 01-5210 | | 105.56 |
| 51966949 | 10/06/2025 | Amazon Capital Services, Inc. | 01-4310 | | 735.80 |
| 51966950 | 10/06/2025 | American Asphalt Repair & Resurfacing Co., Inc. | 01-5676 | | 65,121.00 |
| 51966951 | 10/06/2025 | Anixter Inc. | 01-4310 | 287.72 | |
| | | | 01-4400 | 3,095.02 | 3,382.74 |
| 51966952 | 10/06/2025 | Academy Of Alameda Middle School | 01-5800 | | 11,655.41 |
| 51966953 | 10/06/2025 | AT&T | 01-5935 | | 439.28 |
| 51966954 | 10/06/2025 | Bay Alarm | 01-5519 | | 25,913.97 |
| 51966955 | 10/06/2025 | Dell Marketing LP | 01-4310 | 1,991.68 | |
| | | | 11-4415 | 7,586.73 | 9,578.41 |
| 51966956 | 10/06/2025 | D.S. Baxley, Inc. dba DSB+ | 01-6200 | | 74,805.00 |
| 51966957 | 10/06/2025 | EBMUD | 01-5558 | | 3,242.80 |
| 51966958 | 10/06/2025 | Flinn Scientific | 01-4316 | | 117.06 |
| 51966959 | 10/06/2025 | Howard Industries, Inc. dba Howard Technology Solutions | 01-4310 | | 354.40 |
| 51966960 | 10/06/2025 | Kompan California, Inc. | 01-4310 | | 364.73 |
| 51967318 | 10/07/2025 | Lan Nguyen | 01-8699 | | 135.40 |
| 51967319 | 10/07/2025 | Specia Ed Reimb | 01-5865 | | 735.00 |

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**Checks Dated 10/01/2025 through 10/16/2025** — **Board Meeting Date 10/28/25**

| Check Number | Check Date | Pay to the Order of | Fund-Object | Expensed Amount | Check Amount |
|---|---|---|---|---|---|
| 51967320 | 10/07/2025 | North American Fence & Railing | 01-5800 | 7,467.00 | |
| | | | 25-6170 | 10,077.00 | 17,544.00 |
| 51967321 | 10/07/2025 | PG&E CFM/PPC DEPT. | 01-5520 | | 9,750.18 |
| 51967322 | 10/07/2025 | Pine Health LLC | 01-5800 | | 4,677.40 |
| 51967323 | 10/07/2025 | Pioneer Manufacturing Co. dba Pioneer Athletics Revere Prod. | 01-4310 | | 2,199.99 |
| 51967324 | 10/07/2025 | Red Tie Printing Inc. | 01-5800 | | 66.45 |
| 51967325 | 10/07/2025 | School Specialty, LLC | 01-4310 | | 14.93 |
| 51967326 | 10/07/2025 | School Specialty, LLC | 01-4310 | | 89.18 |
| 51967327 | 10/07/2025 | School Specialty, LLC | 01-4310 | | 120.16 |
| 51967328 | 10/07/2025 | School Specialty, LLC | 01-4310 | | 1,206.89 |
| 51967329 | 10/07/2025 | School Specialty, LLC | 01-4310 | | 590.45 |
| 51967330 | 10/07/2025 | School Specialty, LLC | 01-4310 | | 3,426.87 |
| 51967331 | 10/07/2025 | School Specialty, LLC | 01-4310 | | 270.25 |
| 51967332 | 10/07/2025 | SHI International Corp | 01-5815 | | 12,075.00 |
| 51967333 | 10/07/2025 | WEX Bank | 13-4310 | | 1,324.91 |
| 51967908 | 10/08/2025 | Specia Ed Reimb | 01-5865 | | 1,330.00 |
| 51967909 | 10/08/2025 | Specia Ed Reimb | 01-5865 | | 73.50 |
| 51967910 | 10/08/2025 | Andrew J. Washington dba AdvanceConstruction Inspection | 21-6234 | | 14,640.00 |
| 51967911 | 10/08/2025 | Friendzy, Inc. | 01-5815 | | 6,000.00 |
| 51967912 | 10/08/2025 | Angel Island Group Fare | 01-5879 | | 429.00 |
| 51967913 | 10/08/2025 | Voyager Sopris Learning | 01-5815 | | 2,646.00 |
| 51967914 | 10/08/2025 | Monoprice, Inc. | 01-4310 | | 539.88 |
| 51967915 | 10/08/2025 | NCS Pearson | 01-4375 | | 5,500.00 |
| 51967916 | 10/08/2025 | Victor Treatment Centers, Inc. | 01-5100 | | 17,616.00 |
| 51967917 | 10/08/2025 | Pine Health LLC | 01-5800 | | 5,629.26 |
| 51967918 | 10/08/2025 | Smith's Pest Management | 01-5516 | | 1,578.00 |
| 51967919 | 10/08/2025 | State Roofing Systems, Inc. | 25-6200 | | 69,678.70 |
| 51967920 | 10/08/2025 | T-Mobile USA Inc | 01-8699 | | 169.12 |
| 51967921 | 10/08/2025 | WEX Bank | 01-4310 | | 180.64 |
| 51968365 | 10/09/2025 | #Rose MarinezToutjian & Nate Toutjian | 01-5865 | | 266.00 |
| 51968366 | 10/09/2025 | ACSIG dental | 01-9507 | 74,773.40 | |
| | | | 01-9513 | 34,411.90 | 109,185.30 |
| 51968367 | 10/09/2025 | ACSIG | 01-9507 | 15,474.10 | |
| | | | 01-9513 | 5,395.95 | 20,870.05 |
| 51968368 | 10/09/2025 | Employment Development Dept | 01-9508 | | 8,904.80 |
| 51968369 | 10/09/2025 | Mobile Modular Mgmt Corp | 25-5624 | | 4,993.57 |
| 51968370 | 10/09/2025 | Monoprice, Inc. | 01-4310 | | 396.82 |
| 51968371 | 10/09/2025 | Niles Biological | 01-4310 | 218.78 | |
| | | | Unpaid Tax | 6.44- | 212.34 |
| 51968372 | 10/09/2025 | Panaguiton Construction Inspection LLC | 21-6234 | | 37,500.00 |
| 51968373 | 10/09/2025 | R and H Repairs | 01-5800 | | 1,667.37 |
| 51968374 | 10/09/2025 | RFC Wireless Inc | 01-4310 | | 1,723.94 |
| 51968375 | 10/09/2025 | Math Medic | 01-5815 | | 450.00 |

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Checks Dated 10/01/2025 through 10/16/2025 Board Meeting Date 10/28/25

| Check Number | Check Date | Pay to the Order of | Fund-Object | Expensed Amount | Check Amount |
|---|---|---|---|---|---|
| 51968376 | 10/09/2025 | United Coach Tours | 01-5879 | | 3,090.00 |
| 51968741 | 10/10/2025 | Addison Phan | 01-8699 | | 25.00 |
| 51968742 | 10/10/2025 | Furuichi Fong, Kristin M | 01-5210 | | 83.37 |
| 51968743 | 10/10/2025 | Missaggia, Karyn | 01-5200 | | 217.88 |
| 51968744 | 10/10/2025 | Traiger, Stephen | 01-4310 | | 103.20 |
| 51968745 | 10/10/2025 | Kaplan, Lee A | 01-5200 | | 173.88 |
| 51968746 | 10/10/2025 | Slone, Jeannie | 01-5800 | | 40.00 |
| 51968747 | 10/10/2025 | Shefcik, Grace | 01-5210 | | 23.24 |
| 51968748 | 10/10/2025 | Silber, Michelle | 01-5210 | | 13.72 |
| 51968749 | 10/10/2025 | O'Brien, Stefanie | 01-5210 | | 121.50 |
| 51968750 | 10/10/2025 | Specia Ed Reimb | 01-5847 | | 24,000.00 |
| 51968751 | 10/10/2025 | Andrew J. Washington dba AdvanceConstruction Inspection | 21-6234 | 4,320.00 | |
| | | | 35-6234 | 600.00 | 4,920.00 |
| 51968752 | 10/10/2025 | EBMUD | 21-6281 | | 134,442.00 |
| 51968753 | 10/10/2025 | Granite Telecommunications | 01-5935 | | 5,885.22 |
| 51968754 | 10/10/2025 | Marina Village Commercial Association | 40-5800 | | 2,670.15 |
| 51968755 | 10/10/2025 | NCS Pearson | 01-4375 | | 10,200.00 |
| 51968756 | 10/10/2025 | Oak Hill School of California | 01-5100 | | 11,376.00 |
| 51968757 | 10/10/2025 | Robert A. Bothman Construction | 21-6271 | | 1,019,656.06 |
| 51968758 | 10/10/2025 | Seneca Center | 01-5800 | | 18,424.00 |
| 51968759 | 10/10/2025 | Shred Works, Inc. | 01-5800 | | 103.00 |
| 51968760 | 10/10/2025 | Sysco Food Serv of SF Inc | 13-4310 | 2,540.87 | |
| | | | 13-4700 | 14,339.62 | 16,880.49 |
| 51968761 | 10/10/2025 | Terracon Consultants, Inc. | 21-6234 | | 1,015.00 |
| 51968762 | 10/10/2025 | Thera-Staffers | 01-5800 | | 6,510.00 |
| 51968763 | 10/10/2025 | Towlift of California inc. | 13-5800 | | 390.18 |
| 51968764 | 10/10/2025 | US Bank Corporate Payment System | 01-4200 | 1,282.14 | |
| | | | 01-4310 | 2,942.89 | |
| | | | 01-5200 | 3,175.54 | |
| | | | 01-5300 | 120.00 | |
| | | | 01-5800 | 500.00 | |
| | | | 01-5815 | 300.00 | |
| | | | 01-5879 | 7,316.57 | |
| | | | 13-4700 | 952.57 | 16,589.71 |
| 51968765 | 10/10/2025 | Western Psychological Services | 01-4375 | | 1,611.00 |
| 51968766 | 10/10/2025 | Western Roofing Service | 21-6200 | | 45,182.95 |
| 51968767 | 10/10/2025 | WEX Bank | 13-4310 | | 1,392.06 |
| 51969160 | 10/13/2025 | Specia Ed Reimb | 01-5847 | | 735.00 |
| 51969161 | 10/13/2025 | Specia Ed Reimb Alducin | 01-5865 | | 735.00 |
| 51969162 | 10/13/2025 | Specia Ed Reimb | 01-5865 | | 1,435.00 |
| 51969163 | 10/13/2025 | MT Library Services, Inc. dba Junior Library Guild | 01-4200 | | 105.84 |
| 51969164 | 10/13/2025 | Miller Pacific Engineering Group | 21-6215 | | 15,529.60 |

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**Checks Dated 10/01/2025 through 10/16/2025** — **Board Meeting Date 10/28/25**

| Check Number | Check Date | Pay to the Order of | Fund-Object | Expensed Amount | Check Amount |
|---|---|---|---|---|---|
| 51969165 | 10/13/2025 | Northeastern University attn:Research Cash Management | 01-5800 | | 64,300.00 |
| 51969166 | 10/13/2025 | Monoprice, Inc. | 01-4310 | | 940.79 |
| 51969167 | 10/13/2025 | ODP Business Solutions LLC | 01-4310 | | 741.71 |
| 51969168 | 10/13/2025 | Parking Concepts inc. | 01-5800 | | 1,052.50 |
| 51969169 | 10/13/2025 | Phillips Academy | 01-5100 | | 55,625.81 |
| 51969170 | 10/13/2025 | Pine Health LLC | 01-5800 | | 5,978.00 |
| 51969171 | 10/13/2025 | Sonic. Net LLC | 01-5935 | | 535.40 |
| 51969172 | 10/13/2025 | The Education Team | 01-5800 | | 5,526.90 |
| 51969173 | 10/13/2025 | U.S. Bank Equipment Finance | 01-5615 | | 7,097.07 |
| 51969174 | 10/13/2025 | Vivacity Tech PBC | 01-4310 | | 1,528.35 |
| 51969465 | 10/14/2025 | Specia Ed Reimb | 01-5847 | | 1,200.00 |
| 51969466 | 10/14/2025 | Granite Telecommunications | 01-5935 | | 6,027.30 |
| 51969467 | 10/14/2025 | Victor Treatment Centers, Inc. | 01-5100 | | 6,867.00 |
| 51969468 | 10/14/2025 | ODP Business Solutions LLC | 01-4310 | | 173.10 |
| 51969469 | 10/14/2025 | Pine Health LLC | 01-5800 | | 25,227.65 |
| 51969470 | 10/14/2025 | Quattrocchi Kwok Architects, Inc. | 21-6215 | 171,983.46 | |
| | | | 40-6215 | 975.50 | 172,958.96 |
| 51969471 | 10/14/2025 | Spectrum Center, Inc. | 01-5100 | | 36,026.67 |
| 51969472 | 10/14/2025 | Terracon Consultants, Inc. | 21-6170 | | 101,223.32 |
| 51969473 | 10/14/2025 | The Avalon Academy | 01-5100 | | 18,335.50 |
| 51969474 | 10/14/2025 | The Freight | 01-5879 | | 1,400.00 |
| 51969475 | 10/14/2025 | Echo360 | 01-5800 | | 1,000.00 |
| 51969717 | 10/15/2025 | Specia Ed Reimb | 01-5865 | | 909.72 |
| 51969718 | 10/15/2025 | Abel Damasceno Moura | 01-5800 | | 180.00 |
| 51969719 | 10/15/2025 | Academic Behavior/Consultants Pysch/Group | 01-5800 | | 6,300.00 |
| 51969720 | 10/15/2025 | Alameda Family Services | 01-5800 | | 62,916.66 |
| 51969721 | 10/15/2025 | Amazon Capital Services, Inc. | 01-4310 | | 1,160.09 |
| 51969722 | 10/15/2025 | B & H Photo Video | 01-4400 | | 4,402.37 |
| 51969723 | 10/15/2025 | Blick Art Materials LLC | 01-5800 | | 426.21 |
| 51969724 | 10/15/2025 | Carl Buddig and Company | 13-4700 | | 7,400.40 |
| 51969725 | 10/15/2025 | Center for Early Intervention on Deafness | 01-5100 | | 8,976.98 |
| 51969726 | 10/15/2025 | Chabot Space & Science Center | 01-5879 | | 1,050.00 |
| 51969727 | 10/15/2025 | Christa Cusimano | 01-5800 | | 6,060.00 |
| 51969728 | 10/15/2025 | Construction West Services, Inc. | 25-6170 | | 44,213.00 |
| 51969729 | 10/15/2025 | D Harris Tours, INC | 01-5879 | | 1,356.00 |
| 51969730 | 10/15/2025 | East Bay Restaurant Supply | 13-4400 | 5,166.55 | |
| | | | Unpaid Tax | 16.12- | 5,150.43 |
| 51969731 | 10/15/2025 | Enviro-Tox Services, Inc. | 21-5800 | | 8,320.00 |
| 51969732 | 10/15/2025 | General Produce Ca., LTD | 13-4700 | | 4,369.00 |
| 51969733 | 10/15/2025 | Greenacre Homes Inc. | 01-5100 | | 24,684.52 |
| 51969734 | 10/15/2025 | Imperial Dade West Coast | 13-4310 | | 11,374.38 |
| 51969735 | 10/15/2025 | Jet Mulch | 01-5800 | | 17,604.33 |
| 51969736 | 10/15/2025 | Kyles Assessments LLC | 01-5100 | 4,587.50 | |
| | | | 01-5800 | 4,975.00 | 9,562.50 |

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

| Checks Dated 10/01/2025 through 10/16/2025 | | | | | Board Meeting Date 10/28/25 |
|---|---|---|---|---|---|
| Check Number | Check Date | Pay to the Order of | Fund-Object | Expensed Amount | Check Amount |
| 51969737 | 10/15/2025 | Domitila Tapia DBA Mimi's Orga nic Farms | 13-4700 | | 448.00 |
| 51969738 | 10/15/2025 | Amy Wong | 01-8699 | | 263.00 |
| 51969739 | 10/15/2025 | Loomis Armored US, LLC dba Loomis | 01-5800 | 647.21 | |
| | | | 13-5800 | 319.04 | 966.25 |
| 51969740 | 10/15/2025 | One Workplace | 01-6400 | | 20,193.68 |
| 51969741 | 10/15/2025 | Ro Health, Inc. | 01-5800 | | 11,993.85 |
| 51969742 | 10/15/2025 | Spectrum Center, Inc. | 01-5100 | | 11,579.80 |
| 51969743 | 10/15/2025 | Terracon Consultants, Inc. | 21-6170 | | 7,785.00 |
| 51970140 | 10/16/2025 | Specia Ed Reimb | 01-5865 | | 525.00 |
| 51970141 | 10/16/2025 | Alameda Auto Lab | 01-5679 | | 4,824.36 |
| 51970142 | 10/16/2025 | Alameda Municipal Power | 01-5522 | | 115,672.18 |
| 51970143 | 10/16/2025 | Apodaca Mechanical & Consulting Inc | 01-5800 | | 7,410.23 |
| 51970144 | 10/16/2025 | Baker Tilly US, LLP | 21-9510 | 5,100.00 | |
| | | | 35-9510 | 5,100.00 | 10,200.00 |
| 51970145 | 10/16/2025 | Center for Early Intervention on Deafness | 01-5100 | | 9,164.96 |
| 51970146 | 10/16/2025 | Crystal Creamery | 13-4700 | | 21,085.27 |
| 51970147 | 10/16/2025 | Fortra, LLC | 01-5846 | | 2,195.46 |
| 51970148 | 10/16/2025 | Gold Star Foods, Inc. | 13-4700 | | 51,756.59 |
| 51970149 | 10/16/2025 | Ashworth, Erin | 01-5210 | | 5.60 |
| 51970150 | 10/16/2025 | Siltanen, Robert | 01-5210 | | 202.72 |
| 51970151 | 10/16/2025 | Lee, Lucy L | 01-5210 | | 15.89 |
| 51970152 | 10/16/2025 | Krueger, Danielle R | 01-5210 | | 43.82 |
| 51970153 | 10/16/2025 | Tyler, Fiona | 01-5210 | | 90.58 |
| 51970154 | 10/16/2025 | Leshefsky, Allison B | 01-5210 | | 135.52 |
| 51970155 | 10/16/2025 | Cruz, Virgilio | 01-5210 | | 26.60 |
| 51970156 | 10/16/2025 | Moore, Akimasa J | 01-5210 | | 62.30 |
| 51970157 | 10/16/2025 | Weinstein, Elizabeth | 01-5210 | | 56.77 |
| 51970158 | 10/16/2025 | Specia Ed Reimb | 01-5847 | | 3,182.19 |
| 51970159 | 10/16/2025 | Andrew J. Washington dba AdvanceConstruction Inspection | 21-6234 | | 1,560.00 |
| 51970160 | 10/16/2025 | Miller Pacific Engineering Group | 21-6140 | | 3,431.64 |
| 51970161 | 10/16/2025 | Southwest School Supply | 01-4310 | | 2,726.23 |
| 51970162 | 10/16/2025 | Terracon Consultants, Inc. | 21-6215 | | 25,529.50 |
| 51970163 | 10/16/2025 | The Education Team | 01-5800 | | 3,802.20 |
| 51970164 | 10/16/2025 | Sherwin Williams Company | 01-4310 | | 398.10 |
| DDP-00002644 | 10/01/2025 | Agnes Weinreb | 01-9513 | | 717.45 |
| DDP-00002645 | 10/01/2025 | Amy M. Harriman | 01-9513 | | 863.41 |
| DDP-00002646 | 10/01/2025 | Andrea Hardman | 01-9513 | | 356.11 |
| DDP-00002647 | 10/01/2025 | Anne Poynter | 01-9513 | | 863.41 |
| DDP-00002648 | 10/01/2025 | Brian Wilson | 01-9513 | | 356.11 |
| DDP-00002649 | 10/01/2025 | Brown. Karen | 01-9513 | | 356.11 |
| DDP-00002650 | 10/01/2025 | Chapman, Constance | 01-9513 | | 863.41 |
| DDP-00002651 | 10/01/2025 | Cindy Zecher | 01-9513 | | 212.00 |
| DDP-00002652 | 10/01/2025 | Daniel Salsbury | 01-9513 | | 356.11 |

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

Checks Dated 10/01/2025 through 10/16/2025 Board Meeting Date 10/28/25

| Check Number | Check Date | Pay to the Order of | Fund-Object | Expensed Amount | Check Amount |
|---|---|---|---|---|---|
| DDP-00002653 | 10/01/2025 | Diana Kenney | 01-9513 | | 863.41 |
| DDP-00002654 | 10/01/2025 | Diego Torres | 01-9513 | | 863.41 |
| DDP-00002655 | 10/01/2025 | Ellen Mulholland | 01-9513 | | 356.11 |
| DDP-00002656 | 10/01/2025 | Friedman, Craig Alan | 01-9513 | | 356.11 |
| DDP-00002657 | 10/01/2025 | Gordon, Allyson | 01-9513 | | 863.41 |
| DDP-00002658 | 10/01/2025 | Gregory Hunter | 01-9513 | | 212.00 |
| DDP-00002659 | 10/01/2025 | Griffith Hodge | 01-9513 | | 863.41 |
| DDP-00002660 | 10/01/2025 | Gross, Vernon P. | 01-9513 | | 863.41 |
| DDP-00002661 | 10/01/2025 | Gwen Meyer | 01-9513 | | 863.41 |
| DDP-00002662 | 10/01/2025 | Ithurburn, Robert | 01-9513 | | 863.41 |
| DDP-00002663 | 10/01/2025 | Jacqueline Myovich | 01-9513 | | 356.11 |
| DDP-00002664 | 10/01/2025 | Katherine Crawford | 01-9513 | | 863.41 |
| DDP-00002665 | 10/01/2025 | Kelly Alterman | 01-9513 | | 356.11 |
| DDP-00002666 | 10/01/2025 | Kelly Johnson | 01-9513 | | 356.11 |
| DDP-00002667 | 10/01/2025 | Kelly Schroeder | 01-9513 | | 863.41 |
| DDP-00002668 | 10/01/2025 | Kent Peterson | 01-9513 | | 212.00 |
| DDP-00002669 | 10/01/2025 | Kimberly Kennedy | 01-9513 | | 356.11 |
| DDP-00002670 | 10/01/2025 | Lee-Chin, SuAnn | 01-9513 | | 356.11 |
| DDP-00002671 | 10/01/2025 | Leslye Alexander | 01-9513 | | 863.41 |
| DDP-00002672 | 10/01/2025 | Lewis, Patricia | 01-9513 | | 863.41 |
| DDP-00002673 | 10/01/2025 | Marie Ratto | 01-9513 | | 863.41 |
| DDP-00002674 | 10/01/2025 | McCracken, Heather | 01-9513 | | 863.41 |
| DDP-00002675 | 10/01/2025 | Michael Lamb | 01-9513 | | 863.41 |
| DDP-00002676 | 10/01/2025 | Michele Kuttner | 01-9513 | | 863.41 |
| DDP-00002677 | 10/01/2025 | Michelle Yoon | 01-9513 | | 356.11 |
| DDP-00002678 | 10/01/2025 | Nancy Read | 01-9513 | | 863.41 |
| DDP-00002679 | 10/01/2025 | Nolan, John | 01-9513 | | 356.11 |
| DDP-00002680 | 10/01/2025 | Nunez, Jose | 01-9513 | | 212.00 |
| DDP-00002681 | 10/01/2025 | Patrick Hamlin | 01-9513 | | 863.41 |
| DDP-00002682 | 10/01/2025 | Robin Morgan | 01-9513 | | 356.11 |
| DDP-00002683 | 10/01/2025 | Robinson, Deann Adele | 01-9513 | | 356.11 |
| DDP-00002684 | 10/01/2025 | Rod Landingin | 01-9513 | | 212.00 |
| DDP-00002685 | 10/01/2025 | Romeo Fernandez | 01-9513 | | 863.41 |
| DDP-00002686 | 10/01/2025 | Sandra Ramos | 01-9513 | | 863.41 |
| DDP-00002687 | 10/01/2025 | Stein, Robert | 01-9513 | | 356.11 |
| DDP-00002688 | 10/01/2025 | Thomas Miro | 01-9513 | | 356.11 |
| DDP-00002689 | 10/01/2025 | Tousey-Owen, Lynn | 01-9513 | | |

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

| | |
|---|---|
| Total Number of Checks 353 | 356.11 |
| | 3,758,468.53 |

| | Count | Amount |
|---|---|---|
| Cancel | 2 | 1,435.00 |
| Net Issue | | 3,757,033.53 |

## Fund Recap

| Fund | Description | Check Count | Expensed Amount |
|---|---|---|---|
| 01 | General Fund/County School Ser | 304 | 1,760,411.13 |

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

| Checks Dated 10/01/2025 through 10/16/2025 | | | | | Board Meeting Date 10/28/25 |
|---|---|---|---|---|---|
| Check Number | Check Date | Pay to the Order of | Fund-Object | Expensed Amount | Check Amount |

## Fund Recap

| Fund | Description | Check Count | Expensed Amount |
|---|---|---|---|
| 11 | Adult Education Fund | 3 | 8,230.01 |
| 13 | Cafeteria Special Revenue Fund | 27 | 159,745.57 |
| 21 | Building Fund | 17 | 1,624,578.39 |
| 25 | Capital Facilities Fund | 6 | 194,765.27 |
| 35 | County School Facilities Fund | 2 | 5,700.00 |
| 40 | Special Reserve Fund for Capit | 2 | 3,645.65 |
| | Total Number of Checks | 351 | 3,757,076.02 |
| | Less Unpaid Tax Liability | | 42.49- |
| | **Net (Check Amount)** | | **3,757,033.53** |

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

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

**Item Title:** Approval of CSBA Recommended Update to Board Policy 5131.8: Mobile Communication Devices Reviewed at the October 8, 2025 Board Policy Subcommittee Meeting

**Item Type:** Action

**Background:** ***Board Policy 5131.8 Mobile Communication Devices*** was first brought to the Board Policy Subcommittee on January 7, 2025 on staff recommendation for review in response to the Phone-Free School Act (AB 3216), which California Governor Gavin Newsom signed in September 2024. Under the Act, Local Education Agencies (LEAs) will need to have policies and procedures in place restricting communication device usage starting June 2026.

Results of the cell phone survey conducted by staff in the spring were shared at the Board Policy Subcommittee meeting held on April 3, 2025.

At the August 26th BOE meeting, the Board approved the addition of the following language pending full review of the policy at this meeting:

> "Pending full review of this policy with students, staff, and community stakeholders, teachers may limit student access to cell phones or other communication devices in accessible locations during class time."

At the October 8th Board Policy Subcommittee Meeting CSBA 's recommendation to BP 5131.8 Mobile Comminication Devices from March 2025 were presented for review and discussion.

The Board Policy subcommittee can direct staff to:

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

After discussion, the committee accepted CSBA's recommendations to BP 5131.8 Mobile Communication Devices and selected Option 1: Limited use of smartphones and other mobile communication devices. Changes made by the Board at the August 26th BOE meeting were incorporated into the policy.

Staff was then directed to add BP 5131.8 Mobile Communication Devices with the suggested edits for approval on the consent calendar at the next regularly scheduled Board of Education meeting.

**AUSD LCAP Goals:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):**

**Recommendation:** Other

Submitted for review and discussion by staff.

**AUSD Guiding Principle:**

**Submitted By:** Kirsten Zazo, Assistant Superintendent of Educational Services

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**ATTACHMENTS:**

| | Description | Upload Date | Type |
|---|---|---|---|
| 🗋 | BP 5131.8_Mobile Communication Devices_Redline approved at 8.26.25 BOE Meeting | 10/14/2025 | Backup Material |
| 🗋 | BP 5131.8_Mobile Communication Devices_Redline CSBA_10.8.25 BP meeting | 9/30/2025 | Backup Material |
| 🗋 | BP 5131.8_Mobile Communication Devices_CLEAN with edits from 8.26.25 and 10.8.25 | 10/21/2025 | Backup Material |

**Board Policy 5131.8: Mobile Communication Devices**

The Governing Board recognizes that the use of smartphones and other mobile communication devices on campus may be beneficial to student learning and well-being but could be disruptive of the instructional program in some circumstances. The Board permits limited use of mobile communication devices on campus in accordance with law and the following policy:

*(cf. 0450 - Comprehensive Safety Plan)*
*(cf. 5131.2 - Bullying)*
*(cf. 5131.4 - Student Disturbances)*
*(cf. 5131.9 - Academic Honesty)*
*(cf. 5137 - Positive School Climate)*
*(cf. 5141.52 - Suicide Prevention)*
*(cf. 6163.4 - Student Use of Technology)*

Students may use cell phones, smart watches, pagers, or other mobile communication devices on campus during non-instructional time as long as the device is utilized in accordance with law and any rules that individual school sites may impose.

Mobile Communication devises shall be turned off during instructional time. **Pending full review of this policy with students, staff, and community stakeholders, teachers may limit student access to cell phones or other communication devices in accessible locations during class time.** However, a student shall not be prohibited from possessing or using a mobile communication device under any of the following circumstances: (Education Code 48901.5, 48901.7)

1. In case of an emergency, or in response to a perceived threat of danger,
2. When a teacher or administrator grants permission to the student to possess or use a mobile communication device, subject to any reasonable limitation imposed by that teacher or administrator,
3. When a licensed physician or surgeon determines that possession or use is necessary for the student's health and well-being,
4. When the possession or use is required by the student's individualized education program.

*cf. 6159 - Individualized Education Program)*

Smartphones and other mobile communication devices shall not be used in any manner which infringes on the privacy rights of any other person.

When a school official reasonably suspects that a search of a student's mobile communication device will turn up evidence of the student's violation of the law or school rules, such a search shall be conducted in accordance with BP/AR 5145.12 - Search and Seizure.

*(cf. 5145.12 - Search and Seizure)*
*(cf. 5145.2 - Freedom of Speech/Expression)*

When a student uses a mobile communication device in an unauthorized manner, the student may be disciplined, and a district employee may confiscate the device. The employee shall store the device securely until it is returned to the student or turned over to the principal or designee, as appropriate.

A student may also be subject to discipline, in accordance with law, Board policy, or administrative regulation, for off-campus use of a mobile communication device which poses a threat or danger to the safety of students, staff, or district property or substantially disrupts school activities.

The Superintendent or designee shall inform students that the district will not be responsible for a student's mobile communication device which is brought on campus or to a school activity and is lost, stolen, or damaged.

## Policy 5131.8: Mobile Communication Devices

**Status:** ADOPTED

**Original Adopted Date:** ~~03/22/2022~~10/01/2019 | **Last Revised Date:** 03/01/2025 | **Last Reviewed Date:** 03/~~22/2022~~01/2025

The Governing Board recognizes that ~~the~~student use of smartphones and other mobile communication devices on campus may be beneficial to student learning and well-being, ~~but~~and could be harmful and disruptive of the instructional program in some circumstances. ~~The Board permits limited use~~ When on campus or when under the supervision of district employees, students may use smartphones and other mobile communication devices ~~on campus in accordance with law and the following~~only as permitted under this policy.

~~*(cf. 0450 -*~~
Option 1: (Limited use ~~*Comprehensive Safety Plan)*~~
~~*(cf. 5131.2 - Bullying)*~~
~~*(cf. 5131.4 - Student Disturbances)*~~
~~*(cf. 5131.9 - Academic Honesty)*~~
~~*(cf. 5137 - Positive School Climate)*~~
~~*(cf. 5141.52 - Suicide Prevention)*~~
~~*(cf. 6163.4 - Student Use*~~ of ~~*Technology*~~smartphones and other mobile communication devices)

Students may use ~~cell phones, smart watches, pagers,~~smartphones or other mobile communication devices on campus during noninstructional time as long as the device is utilized in accordance with law and any ~~rules that individual~~applicable school ~~sites may impose.~~rules.

Mobile ~~Communication devises~~communication devices shall be turned off during instructional time.~~-~~

End Option 1

Option 2: (Prohibited use of smartphones and other mobile communication devices)

Students shall not use smartphones or other mobile communication devices while at a school site or under the supervision and control of a district employee.

End Option 2

However, a student shall not be prohibited from possessing or using a mobile communication device under any of the following circumstances: ~~-~~(Education Code 48901.5, 48901.7)

~~1.~~

1. In the case of an emergency, or in response to a perceived threat of danger

~~2.~~

2. When a teacher or administrator grants permission to the student to possess or use a mobile communication device, subject to any reasonable limitation imposed by that teacher or administrator

~~3.~~

3. When a licensed physician or surgeon determines that the possession or use is necessary for the student's health and well-being~~.~~

~~4.~~

4. When the possession or use is required by the student's individualized education program~~.~~

~~*(cf. 6159 - Individualized*~~

The Superintendent or designee may undertake measures or strategies in accordance with law, to limit student access to smartphones and other mobile communication devices on campus. (Education ~~*Program*~~Code 48901.7)

Smartphones and other mobile communication devices shall not be used in any manner which infringes on the privacy rights of any other person.

~~When a school official reasonably suspects that a search of a~~
A student's ~~mobile communication~~personal electronic device ~~will turn up evidence~~shall not be searched without the consent of the student's ~~violation of the law~~parent/guardian, except pursuant to a lawfully issued warrant, when a school official, in good faith, believes that an emergency involving danger of death or ~~school rules, such a search shall be conducted in accordance with BP/AR 5145.12 - Search and Seizure.~~

~~*(cf. 5145.12 - Search and Seizure)*~~
~~*(cf. 5145.2 - Freedom of Speech/Expression)*~~serious physical injury to the student or others requires access to the electronic device information, or when the search is otherwise permitted pursuant to Penal Code 1546.1.

When a student uses a mobile communication device in an unauthorized manner while at a school site or under the supervision and control of a district employee, the student may be disciplined and ~~a~~the district employee may temporarily confiscate the device.~~ ~~The employee shall store the device securely until it is returned to the student or turned over to the principal or designee, as appropriate.

A student may also be subject to discipline, in accordance with law, Board policy, or administrative regulation, for off-campus use of a mobile communication device which poses a threat or danger to the safety of students, staff, or district property or substantially disrupts school activities.

The ~~Superintendent or designee shall inform students that the~~ district will not be responsible or liable for a student's mobile communication device which is brought on campus or to a school

activity and is lost, stolen, or damaged.

The Board shall review and, as necessary, update this policy at least once every five years. Any such review or update shall include significant stakeholder participation to ensure that the policy is responsive to the unique needs and desires of the school community.

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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 ~~Governing Board~~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 300-307 | Duties of students |
| Civ. Code 1714.1 | Liability of parent or guardian for act of willful misconduct by a minor |
| Ed. Code 200-270 | Prohibition of discrimination |
| Ed. Code 32280-32289.5 | School safety plans |
| Ed. Code 35181 | Governing board authority to set policy on responsibilities of students |
| Ed. Code 35291-35291.5 | Rules |
| Ed. Code 44807 | Teachers' duty concerning conduct of students |
| Ed. Code 48900-48925 | Suspension and expulsion |
| Ed. Code 48901.5 | Prohibition of electronic signaling devices |
| Ed. Code 48901.7 | Limitation or prohibition of student use of smartphones |
| Ed. Code 48901.8 | Limitation or prohibition of student use of social media |
| Ed. Code 51512 | Prohibited use of electronic listening or recording device |
| Pen. Code 1546.1 | Electronic Communications Privacy Act |
| Pen. Code 288.2 | Harmful matter with intent to seduce |
| Pen. Code 313 | Harmful matter |
| Pen. Code 647 | Use of camera or other instrument to invade person's privacy; misdemeanor |
| Pen. Code 653.2 | Electronic communication devices; threats to safety |

## Policy 5131.8: Mobile Communication Devices

**Status:** ADOPTED

**Original Adopted Date:** 03/22/2022 | **Last Reviewed Date:** |**Last Revised Date:**

The Governing Board recognizes that student use of smartphones and other mobile communication devices on campus may be beneficial to student learning and well-being, and could be harmful and disruptive of the instructional program in some circumstances. When on campus or when under the supervision of district employees, students may use smartphones and other mobile communication devices only as permitted under this policy.

Option 1: (Limited use of smartphones and other mobile communication devices)

Students may use smartphones or other mobile communication devices on campus during noninstructional time as long as the device is utilized in accordance with law and any applicable school rules.

Mobile communication devices shall be turned off during instructional time.

End Option 1

However, a student shall not be prohibited from possessing or using a mobile communication device under any of the following circumstances: (Education Code 48901.5, 48901.7)

1. In the case of an emergency, or in response to a perceived threat of danger
2. When a teacher or administrator grants permission to the student to possess or use a mobile communication device, subject to any reasonable limitation imposed by that teacher or administrator
3. When a licensed physician or surgeon determines that the possession or use is necessary for the student's health and well-being
4. When the possession or use is required by the student's individualized education program

Teachers may limit student access to cell phones or other communication devices in accessible locations during class time.

The Superintendent or designee may undertake measures or strategies in accordance with law, to limit student access to smartphones and other mobile communication devices on campus. (Education Code 48901.7)

Smartphones and other mobile communication devices shall not be used in any manner which infringes on the privacy rights of any other person.

A student's personal electronic device shall not be searched without the consent of the student's

parent/guardian, except pursuant to a lawfully issued warrant, when a school official, in good faith, believes that an emergency involving danger of death or serious physical injury to the student or others requires access to the electronic device information, or when the search is otherwise permitted pursuant to Penal Code 1546.1.

When a student uses a mobile communication device in an unauthorized manner while at a school site or under the supervision and control of a district employee, the student may be disciplined and the district employee may temporarily confiscate the device. The employee shall store the device securely until it is returned to the student or turned over to the principal or designee, as appropriate.

A student may also be subject to discipline, in accordance with law, Board policy, or administrative regulation, for off-campus use of a mobile communication device which poses a threat or danger to the safety of students, staff, or district property or substantially disrupts school activities.

The district will not be responsible or liable for a student's mobile communication device which is brought on campus or to a school activity and is lost, stolen, or damaged.

The Board shall review and, as necessary, update this policy at least once every five years. Any such review or update shall include significant stakeholder participation to ensure that the policy is responsive to the unique needs and desires of the school community.

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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.

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| 5 CCR 300-307 | Duties of students |
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| Ed. Code 200-270 | Prohibition of discrimination |
| Ed. Code 32280-32289.5 | School safety plans |
| Ed. Code 35181 | Governing board authority to set policy on responsibilities of students |
| Ed. Code 35291-35291.5 | Rules |
| Ed. Code 44807 | Teachers' duty concerning conduct of students |
| Ed. Code 48900-48925 | Suspension and expulsion |
| Ed. Code 48901.5 | Prohibition of electronic signaling devices |
| Ed. Code 48901.7 | Limitation or prohibition of student use of smartphones |
| Ed. Code 48901.8 | Limitation or prohibition of student use of social media |

| | |
|---|---|
| Ed. Code 51512 | Prohibited use of electronic listening or recording device |
| Pen. Code 1546.1 | Electronic Communications Privacy Act |
| Pen. Code 288.2 | Harmful matter with intent to seduce |
| Pen. Code 313 | Harmful matter |
| Pen. Code 647 | Use of camera or other instrument to invade person's privacy; misdemeanor |
| Pen. Code 653.2 | Electronic communication devices; threats to safety |
| Veh. Code 23123-23124 | Prohibitions against use of electronic devices while driving |

| **Federal** | **Description** |
|---|---|
| 20 USC 1681-1688 | Title IX of the Education Amendments of 1972; discrimination based on sex |

| **Management Resources** | **Description** |
|---|---|
| California Department of Education Publication | Bullying at School, 2003 |
| Court Decision | Safford Unified School District V. Redding (2009) 557 US 364 |
| Court Decision | Mahanoy Area School District v. B.L. (2021) 141 S.Ct. 2038 |
| Court Decision | J.C. v. Beverly Hills Unified School District (2010) 711 F.Supp.2d 1094 |
| Court Decision | New Jersey v. T.L.O. (1985) 469 U.S. 325 |
| Court Decision | Tinker v. Des Moines Independent Community School District (1969) 393 U.S. 503 |
| CSBA Publication | Cyberbullying: Policy Considerations for Boards, Policy Brief, rev. July 2010 |
| CSBA Publication | Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011 |
| U.S. Department of Education Publication | Planning Together: A Playbook for Student Personal Device Policies, December 2024 |
| Website | CSBA District and County Office of Education Legal Services |
| Website | National School Safety Center |
| Website | Center for Safe and Responsible Internet Use |

| | |
|---|---|
| Website | California Department of Education, Safe Schools |
| Website | CSBA |
| Website | U.S. Department of Education |

**Cross References**

| Code | Description |
|---|---|
| 0450 | Comprehensive Safety Plan |
| 0450 | Comprehensive Safety Plan |
| 5131 | Conduct |
| 5131.2 | Bullying |
| 5131.2 | Bullying |
| 5131.4 | Student Disturbances |
| 5131.4 | Student Disturbances |
| 5131.9 | Academic Honesty |
| 5137 | Positive School Climate |
| 5141.52 | Suicide Prevention |
| 5141.52 | Suicide Prevention |
| 5145.12 | Search And Seizure |
| 5145.12 | Search And Seizure |
| 5145.2 | Freedom Of Speech/Expression |
| 5145.2 | Freedom Of Speech/Expression |
| 6159 | Individualized Education Program |
| 6159 | Individualized Education Program |
| 6163.4 | Student Use Of Technology |
| 6163.4 | Student Use Of Technology |

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

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**Item Title:** Approval of CSBA Recommended Updates to Board Policies Reviewed at the October 8, 2025 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.

The following policies were reviewed at the Board Policy Subcommittee meeting on October 8th and are being recommended for approval by the full Board.

- BP 0420.4 Charter School Authorization
- BP 0420.41 Charter School Oversight
- BP 0450 Comprehensive Safety Plan
- BP 1113 District and School Websites
- BP 3311 Bids
- BP 3311.1 Uniform Public Construction Cost Accounting Procedures
- BP 3312 Contracts
- BP 3320 Claims and Actions Against the District
- BP 3515.5 Sex Offender Notification
- BP 3580 District Records
- BP 4033 Lactation Accommodation
- BP 5145.6 Married/Pregnant Parenting Students
- BP 6142.91 Reading/Language Arts Instruction

**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.\| #6 - Allocation of funds must support our vision, mission, and guiding principles.\| #7 - All employees must receive respectful treatment and professional support to achieve district goals. |
| **Submitted By:** | Kirsten Zazo, Assistant Superintendent of Educational Services |

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**ATTACHMENTS:**

| | Description | Upload Date | Type |
|---|---|---|---|
| 🗋 | BP 0420.4_Charter School Authorization | 10/15/2025 | Backup Material |
| 🗋 | BP 0240.41_Charter School Oversight | 10/15/2025 | Backup Material |
| 🗋 | BP 0450_Comprehensive Safety Plan | 10/15/2025 | Backup Material |
| 🗋 | BP 1113_District and School Websites | 10/15/2025 | Backup Material |
| 🗋 | BP 3311_Bids | 10/15/2025 | Backup Material |
| 🗋 | BP 3311.1_Uniform Public Construction Cost Accounting Procedures | 10/15/2025 | Backup Material |
| 🗋 | BP 3312_Contracts | 10/15/2025 | Backup Material |
| 🗋 | BP 3320_Claims and Actions Against the District | 10/15/2025 | Backup Material |
| 🗋 | BP 3515.5_Sex Offender Notification | 10/15/2025 | Backup Material |
| 🗋 | BP 3580_District Records | 10/15/2025 | Backup Material |
| 🗋 | BP 4033_Lactation Accommodation | 10/15/2025 | Backup Material |
| 🗋 | BP 5146_Married_Pregnant_Parenting Students | 10/15/2025 | Backup Material |
| 🗋 | BP 6142.91_Reading/Language Arts Instruction | 10/15/2025 | Backup Material |

## Policy 0420.4: Charter School Authorization

**Status:** ADOPTED

**Original Adopted Date:** ~~08/25/2009~~05/01/2019 | **Last Revised Date:** ~~08/22/2023~~06/01/2025 | **Last Reviewed Date:** ~~08/22/2023~~06/01/2025

The Governing Board recognizes that charter schools may assist the district in offering diverse learning opportunities for students. In considering any petition to establish a charter school within the district, the Board shall give thoughtful consideration to the potential of the charter school to provide students with a high-quality education that enables them to achieve to their fullest potential.

One or more persons may submit a petition to the Board for a charter school to be established within the district or for the conversion of an existing district school to a charter school. (Education Code 47605)

Any petition for a charter school shall include all components, signatures, and statements required by law, as specified in the accompanying administrative regulation. The proposed charter shall be attached to the petition. (Education Code 47605)

The Superintendent or designee shall consult with legal counsel, as appropriate, regarding compliance of the charter petition with legal requirements.

The Superintendent or designee may work with charter school petitioners prior to the formal submission of the petition in order to ensure compliance of the petition with legal requirements. As needed, the Superintendent or designee may also meet with the petitioners to establish workable plans for contracted services, which the district may provide to the proposed charter school.

The Board shall not require any district student to attend the charter school, nor shall it require any district employee to work at the charter school. (Education Code 47605)

**Timelines for Board Action**

Within 60 days of receiving a charter petition, the Board shall hold a public hearing on the charter provisions, at which time the Board shall consider the level of support for the petition by district teachers, other district employees, and parents/guardians. A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. (Education Code 47605)

The Board shall either grant or deny the petition at a public hearing held within 90 days of receiving the petition, or within 120 days with the consent of both the petitioner and the Board. (Education

Code 47605)

At least 15 days before the public hearing at which the Board will grant or deny the charter, the district shall publish all staff recommendations regarding the petition, including any recommended findings and, if applicable, certification from the County Superintendent of Schools regarding the potential fiscal impact of the charter school on the district. During the public hearing, the petitioners shall have equal time and opportunity to present evidence and testimony in response to the staff recommendations and findings.~~–~~ (Education Code 47605)

The Superintendent or designee shall maintain accurate records, in relation to each charter petition, of documents submitted, the Board's proceedings, and the findings upon which the Board's decision is made.

**Approval of Petition**

A charter petition shall be granted only if the Board is satisfied that doing so is consistent with sound educational practice and the interests of the community in which the school is proposing to locate. In granting charters, the Board shall consider the academic needs of the students the charter school proposes to serve and shall give preference to petitions that demonstrate the capability to provide comprehensive learning experiences for students who are identified by the petitioner as academically low-achieving, based on standards established by California Department of Education (CDE).~~–~~ (Education Code 47605)

Prior to authorizing any charter, the Board shall verify that the charter includes adequate processes and measures for monitoring and holding the school accountable for fulfilling the terms of its charter and complying with all applicable laws, including Education Code 47604.1. Such processes and measures shall include, but are not limited to, fiscal accountability systems, multiple measures for evaluating the educational program, inspection and observations of any part of the charter school, and regular reports to the Board.

The approval or denial of a charter petition shall not be controlled by collective bargaining agreements nor subject to review or regulation by the Public Employment Relations Board.~~–~~ (Education Code 47611.5)

The Board may approve one or more memoranda of understanding (MOU) to clarify the financial and operational agreements between the district and the charter school. Any such ~~memorandum of understanding~~MOU shall be annually reviewed by the Board and charter school governing body and amended as necessary.

The Board may initially grant a charter for a specified term not to exceed five years.~~–~~ (Education Code 47607)

When a petition is approved by the Board, it shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the petition to the County Superintendent ~~of~~

~~Schools~~, CDE, and the State Board of Education (SBE).~~–~~ (Education Code 47605)

**Denial of Petition**

The Board shall summarily deny any charter petition that proposes to:

1. Operate a charter school as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization~~–~~ (Education Code 47604)

2. Convert a private school to a charter school~~–~~ (Education Code 47602)

3. Serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district~~–~~ (Education Code 47605)

4. Offer nonclassroom-based instruction~~–~~ (Education Code 47612.7)

Regarding all other charter petitions, the Board shall deny a petition only if the Board makes written factual findings specific to the petition that one or more of the following conditions exist:~~–~~ (Education Code 47605; 5 CCR 11967.5.1)

1. The charter school presents an unsound educational program that has a likelihood of physical, educational, or psychological harm to, or which is not likely to provide an educational benefit for, the students to be enrolled in the charter school~~.~~

2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition~~.~~

3. The petition does not contain the number of signatures required~~.~~

4. The petition does not contain a clear, unequivocal statement described in Education Code 47605(e), including that the charter school will be nonsectarian and that the school shall not charge tuition or discriminate against any student based on the characteristics specified in Education Code 220~~.~~

5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(c~~).~~)

6. The petition does not contain a declaration as to whether the charter school shall be deemed the exclusive public employer of the school's employees for purposes of collective bargaining pursuant to Government Code 3540-3549.3~~.~~

7. The charter school is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate~~.~~

   Analysis of this finding shall include consideration of the fiscal impact of the proposed charter school. A written factual finding shall detail specific facts and circumstances that analyze and consider the following factors:

a. The extent to which the proposed charter school would substantially undermine existing services, academic offerings, or programmatic offerings

b. Whether the proposed charter school would duplicate a program currently offered within the district, when the existing program has sufficient capacity for the students proposed to be served within reasonable proximity to where the charter school intends to locate

8. The district is not positioned to absorb the fiscal impact of the proposed charter school.

   The district meets this criterion if it has a negative interim certification, has a qualified interim certification and the County Superintendent certifies that approving the charter school would result in the district having a negative interim certification, or is under state receivership.

The Board shall not deny a petition based on the actual or potential costs of serving students with disabilities, nor shall it deny a petition solely because the charter school might enroll students with disabilities who reside outside the special education local plan area in which the district participates. (Education Code 47605.7, 47647)

**Appeals**

If the Board denies a petition, the petitioner may choose to submit the petition to the County Board of Education and, if then denied by the County Board, to SBE. (Education Code 47605)

At the request of the petitioner, the Board shall prepare the documentary record, including a transcript of the public hearing at which the Board denied the charter, no later than 10 business days after the petitioner makes the request. (Education Code 47605)

Within 30 days of receipt of an appeal submitted to SBE, the Board may submit a written opposition to SBE, which may include supporting documentation, detailing, with specific citations to the documentary record, how the Board did not abuse its discretion in denying the petition. (Education Code 47605)

If either the County Board or SBE remands the petition to the Board because the petition on appeal contains new or different material terms, the Board shall reconsider the petition and shall grant or deny the petition within 30 days. ~~(Education Code 47605)~~ (Education Code 47605)

**Material Revisions to Charter**

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

The Board shall determine whether a proposed change in charter school operations would

constitute a material revision of the approved charter.

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

The Board may deny a proposed material revision if it finds that the proposed material revision would render the charter school demonstrably unlikely to serve the interests of the entire community in which the school is located or proposes to locate. In making this finding, the Board shall consider all of the following: (Education Code 47605)

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1. -The fiscal impact of the proposed expansion on the district
2. The extent to which the expansion would substantially undermine existing services, academic offerings, or programmatic offerings
3. Whether the expansion would duplicate a program currently offered within the district that has sufficient capacity for the students proposed to be served within reasonable proximity to where the charter school intends to locate

Additionally, the Board may deny a proposed material revision if it finds that the district is not positioned to absorb the fiscal impact of the proposed material revision. The Board shall make this finding if the district has a qualified interim certification pursuant to Education Code 42131 and the County Superintendent, in consultation with the County Office Fiscal Crisis and Management Assistance Team, certifies that approving the charter school would result in the district having a negative interim certification pursuant to Education Code 42131, the district has a negative interim certification pursuant to Education Code 42131, or the district is under state receivership. (Education Code 47605

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

| State | Description |
|---|---|
| 5 CCR 11960-11969.10 | Charter schools |
| Corp. Code 5110-6910 | Nonprofit public benefit corporations |
| Ed. Code 1240 | County superintendent of schools; duties |
| Ed. Code 17078.52-17078.66 | Charter schools facility funding; state bond proceeds |
| Ed. Code 17280-17317 | Field Act; approval of plans and supervision of construction |

## Policy 0420.4: Charter School Authorization

**Status:** ADOPTED

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

The Governing Board recognizes that charter schools may assist the district in offering diverse learning opportunities for students. In considering any petition to establish a charter school within the district, the Board shall give thoughtful consideration to the potential of the charter school to provide students with a high-quality education that enables them to achieve to their fullest potential.

One or more persons may submit a petition to the Board for a charter school to be established within the district or for the conversion of an existing district school to a charter school. (Education Code 47605)

Any petition for a charter school shall include all components, signatures, and statements required by law, as specified in the accompanying administrative regulation. The proposed charter shall be attached to the petition. (Education Code 47605)

The Superintendent or designee shall consult with legal counsel, as appropriate, regarding compliance of the charter petition with legal requirements.

The Superintendent or designee may work with charter school petitioners prior to the formal submission of the petition in order to ensure compliance of the petition with legal requirements. As needed, the Superintendent or designee may also meet with the petitioners to establish workable plans for contracted services, which the district may provide to the proposed charter school.

The Board shall not require any district student to attend the charter school, nor shall it require any district employee to work at the charter school. (Education Code 47605)

**Timelines for Board Action**

Within 60 days of receiving a charter petition, the Board shall hold a public hearing on the charter provisions, at which time the Board shall consider the level of support for the petition by district teachers, other district employees, and parents/guardians. A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. (Education Code 47605)

The Board shall either grant or deny the petition at a public hearing held within 90 days of receiving the petition, or within 120 days with the consent of both the petitioner and the Board. (Education Code 47605)

At least 15 days before the public hearing at which the Board will grant or deny the charter, the district shall publish all staff recommendations regarding the petition, including any recommended findings and, if applicable, certification from the County Superintendent of Schools regarding the

potential fiscal impact of the charter school on the district. During the public hearing, the petitioners shall have equal time and opportunity to present evidence and testimony in response to the staff recommendations and findings. (Education Code 47605)

The Superintendent or designee shall maintain accurate records, in relation to each charter petition, of documents submitted, the Board's proceedings, and the findings upon which the Board's decision is made.

**Approval of Petition**

A charter petition shall be granted only if the Board is satisfied that doing so is consistent with sound educational practice and the interests of the community in which the school is proposing to locate. In granting charters, the Board shall consider the academic needs of the students the charter school proposes to serve and shall give preference to petitions that demonstrate the capability to provide comprehensive learning experiences for students who are identified by the petitioner as academically low-achieving, based on standards established by California Department of Education (CDE). (Education Code 47605)

Prior to authorizing any charter, the Board shall verify that the charter includes adequate processes and measures for monitoring and holding the school accountable for fulfilling the terms of its charter and complying with all applicable laws, including Education Code 47604.1. Such processes and measures shall include, but are not limited to, fiscal accountability systems, multiple measures for evaluating the educational program, inspection and observations of any part of the charter school, and regular reports to the Board.

The approval or denial of a charter petition shall not be controlled by collective bargaining agreements nor subject to review or regulation by the Public Employment Relations Board. (Education Code 47611.5)

The Board may approve one or more memoranda of understanding (MOU) to clarify the financial and operational agreements between the district and the charter school. Any such MOU shall be annually reviewed by the Board and charter school governing body and amended as necessary.

The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)

When a petition is approved by the Board, it shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the petition to the County Superintendent, CDE, and the State Board of Education (SBE). (Education Code 47605)

**Denial of Petition**

The Board shall summarily deny any charter petition that proposes to:

1. Operate a charter school as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization (Education Code 47604)

2. Convert a private school to a charter school (Education Code 47602)

3. Serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district (Education Code 47605)

4. Offer nonclassroom-based instruction (Education Code 47612.7)

Regarding all other charter petitions, the Board shall deny a petition only if the Board makes written factual findings specific to the petition that one or more of the following conditions exist: (Education Code 47605; 5 CCR 11967.5.1)

1. The charter school presents an unsound educational program that has a likelihood of physical, educational, or psychological harm to, or which is not likely to provide an educational benefit for, the students to be enrolled in the charter school

2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition

3. The petition does not contain the number of signatures required

4. The petition does not contain a clear, unequivocal statement described in Education Code 47605(e), including that the charter school will be nonsectarian and that the school shall not charge tuition or discriminate against any student based on the characteristics specified in Education Code 220

5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(c)

6. The petition does not contain a declaration as to whether the charter school shall be deemed the exclusive public employer of the school's employees for purposes of collective bargaining pursuant to Government Code 3540-3549.3

7. The charter school is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate

   Analysis of this finding shall include consideration of the fiscal impact of the proposed charter school. A written factual finding shall detail specific facts and circumstances that analyze and consider the following factors:

   a. The extent to which the proposed charter school would substantially undermine existing services, academic offerings, or programmatic offerings

   b. Whether the proposed charter school would duplicate a program currently offered within the district, when the existing program has sufficient capacity for the students proposed to be served within reasonable proximity to where the charter school intends to locate

8. The district is not positioned to absorb the fiscal impact of the proposed charter school

   The district meets this criterion if it has a negative interim certification, has a qualified interim certification and the County Superintendent certifies that approving the charter

school would result in the district having a negative interim certification, or is under state receivership.

The Board shall not deny a petition based on the actual or potential costs of serving students with disabilities, nor shall it deny a petition solely because the charter school might enroll students with disabilities who reside outside the special education local plan area in which the district participates. (Education Code 47605.7, 47647)

**Appeals**

If the Board denies a petition, the petitioner may choose to submit the petition to the County Board of Education and, if then denied by the County Board, to SBE. (Education Code 47605)

At the request of the petitioner, the Board shall prepare the documentary record, including a transcript of the public hearing at which the Board denied the charter, no later than 10 business days after the petitioner makes the request. (Education Code 47605)

Within 30 days of receipt of an appeal submitted to SBE, the Board may submit a written opposition to SBE, which may include supporting documentation, detailing, with specific citations to the documentary record, how the Board did not abuse its discretion in denying the petition. (Education Code 47605)

If either the County Board or SBE remands the petition to the Board because the petition on appeal contains new or different material terms, the Board shall reconsider the petition and shall grant or deny the petition within 30 days. (Education Code 47605)

**Material Revisions to Charter**

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

The Board shall determine whether a proposed change in charter school operations would constitute a material revision of the approved charter.

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

The Board may deny a proposed material revision if it finds that the proposed material revision would render the charter school demonstrably unlikely to serve the interests of the entire community in which the school is located or proposes to locate. In making this finding, the Board shall consider all of the following: (Education Code 47605)

1. The fiscal impact of the proposed expansion on the district

2. The extent to which the expansion would substantially undermine existing services, academic offerings, or programmatic offerings

3. Whether the expansion would duplicate a program currently offered within the district that has sufficient capacity for the students proposed to be served within reasonable proximity to where the charter school intends to locate

Additionally, the Board may deny a proposed material revision if it finds that the district is not positioned to absorb the fiscal impact of the proposed material revision. The Board shall make this finding if the district has a qualified interim certification pursuant to Education Code 42131 and the County Superintendent, in consultation with the County Office Fiscal Crisis and Management Assistance Team, certifies that approving the charter school would result in the district having a negative interim certification pursuant to Education Code 42131, the district has a negative interim certification pursuant to Education Code 42131, or the district is under state receivership. (Education Code 47605

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

| State | Description |
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| 5 CCR 11960-11969.10 | Charter schools |
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| Ed. Code 1240 | County superintendent of schools; duties |
| Ed. Code 17078.52-17078.66 | Charter schools facility funding; state bond proceeds |
| Ed. Code 17280-17317 | Field Act; approval of plans and supervision of construction |
| Ed. Code 17365-17374 | Field Act; fitness for occupancy; liability of board members |
| Ed. Code 200 | Equal rights and opportunities in state educational institutions |
| Ed. Code 220 | Prohibition of discrimination |
| Ed. Code 32280-32289.5 | School safety plans |
| Ed. Code 33126 | School accountability report card |
| Ed. Code 41365 | Charter school revolving loan fund |
| Ed. Code 42131 | Interim certification |
| Ed. Code 42238.02-42238.52 | Funding for charter districts |

# Policy 0420.41: Charter School Oversight

**Status:** ADOPTED

**Original Adopted Date:** ~~11/27/2012~~10/01/2013 | **Last Revised Date:** ~~09/24/2024~~06/01/2025 | **Last Reviewed Date:** ~~09/24/2024~~06/01/2025

The Governing Board recognizes its ongoing responsibility to oversee that any charter school authorized by the Board is successfully fulfilling the terms of its charter.

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

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

The Superintendent may designate someone to attend meetings of the charter school governing body whenever possible.

**Monitoring Charter School Performance**

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

The Superintendent or designee and the governing bodies of charter schools authorized by the Board shall review new laws and regulations applicable to charter schools.

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

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

**Waivers**

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

**Provision of District Services**

Upon approval by the Board of an appropriate agreement, the charter school may contract with the district or any other source for administrative or other services. (Education Code 47613)

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

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

~~**Material Revisions to Charter**~~

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

~~The Board shall determine whether a proposed change in charter school operations would constitute a material revision of the approved charter.~~

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

~~The Board may deny a proposed material revision if it finds that the proposed material revision would render the charter school demonstrably unlikely to serve the interests of the entire community in which the school is located or proposes to locate. In making this finding, the Board shall consider all of the following: (Education Code 47605)~~

1. ~~The fiscal impact of the proposed expansion on the district~~
2. ~~The extent to which the expansion would substantially undermine existing services, academic offerings, or programmatic offerings~~
3. ~~Whether the expansion would duplicate a program currently offered within the district that has sufficient capacity for the students proposed to be served within reasonable proximity to where the charter school intends to locate~~

~~Additionally, the Board may deny a proposed material revision if it finds that the district is not positioned to absorb the fiscal impact of the proposed material revision. The Board shall make this finding if the district has a qualified interim certification pursuant to Education Code 42131 and the County Superintendent of Schools, in consultation with the County Office Fiscal Crisis and Management Assistance Team, certifies that approving the charter school would result in the district having a negative interim certification pursuant to Education Code 42131, the district has a negative interim certification pursuant to Education Code 42131, or the district is under state receivership. (Education Code 47605)~~

~~**Location of Charter Schools**~~ (Education Code 47611.3)

**Location of Charter Schools**

Except when permitted to operate outside district boundaries pursuant to Education Code 47605 and 47605.1, a charter school shall be located within district boundaries.

**Fees/Charges for Supervisorial Oversight**

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

1. Actual costs up to one percent of the charter school's revenue

2. Actual costs up to three percent of the charter school's revenue if the district provides the charter school substantially rent-free facilities

   If the district provides the charter school with facilities under Education Code 47614 and charges the charter school a pro-rata share of the facilities costs calculated pursuant to 5 CCR 11969.7, the district may only charge the charter school for the actual costs of supervisorial oversight up to one percent of the charter school's revenue.

3. Actual costs if the district is assigned supervisorial oversight responsibility for the charter school by SBE when authorized on appeal

**Technical Assistance/Intervention**

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

1. Assisting the charter school to identify its strengths and weaknesses in regard to the state priorities applicable to the charter school pursuant to Education Code 47605(c)

   This shall include working collaboratively with the charter school to review performance data on the state and local indicators included in the California School Dashboard and other

relevant local data and to identify effective, evidence-based programs or practices that address any areas of weakness.

2. Working collaboratively with the charter school to secure assistance from an academic, programmatic, or fiscal expert or team of experts to identify and implement effective programs and practices that are designed to improve performance in any areas of weakness identified by the charter school

   Another service provider, including, but not limited to, a school district, county office of education, or charter school, may be solicited to act as a partner to the charter school in need of technical assistance.

3. Obtaining from the charter school timely documentation demonstrating that it has completed the activities described in Items #1 and 2 or substantially similar activities, or has selected another service provider to work with the charter school to complete the activities described in Items #1 and 2 or substantially similar activities, and ongoing communication with the Board to assess the charter school's progress in improving student outcomes

In addition, if, in three out of four consecutive school years, a charter school fails to improve outcomes for three or more numerically significant student subgroups, or for all of the student subgroups if the school has fewer than three subgroups, in regard to one or more state or school priorities identified in the charter, the County Superintendent may request that the Superintendent of Public Instruction (SPI), with SBE approval, assign the California Collaborative for Educational Excellence to provide advice and assistance to the charter school pursuant to Education Code 52074.–_(Education Code 47607.3; 52072)

In accordance with law, the Board may deny a charter school's renewal petition or may revoke a charter based on the charter school's poor performance, especially with regard to inadequate academic achievement of all numerically significant subgroups of students served by the charter school.–_(Education Code 47607, 47607.2)

**Complaints**

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

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

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

**School Closure**

In the event that the Board revokes or denies renewal of a charter or the charter school ceases

operation for any reason, the Superintendent or designee shall, when applicable in accordance with the charter school and/or an applicable agreement between the district and the charter school, provide assistance to facilitate the transfer of the charter school's former students and to finalize financial reporting and close-out of the charter school.

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

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

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

| State | Description |
|---|---|
| 5 CCR 11700-11705 | Independent study |
| 5 CCR 11960-11969.10 | Charter schools |
| 5 CCR 4600-4670 | Uniform complaint procedures |
| Bus. And Prof. Code 7583.45 | Training for security officers |
| CA Constitution Article 16, Section 8.5 | Public finance; school accountability report card |
| CA Constitution Article 9, Section 5 | Common school system |
| Corp. Code 5110-6910 | Nonprofit public benefit corporations |
| Ed. Code 1006 | Prohibition against school district employees serving on county board of education |
| Ed. Code 17070.10-17079.30 | Leroy F. Greene School Facilities Act |
| Ed. Code 17280-17317 | Field Act; approval of plans and supervision of construction |
| Ed. Code 17365-17374 | Field Act; fitness for occupancy; liability of board members |
| Ed. Code 17586 | Interior locks on buildings |
| Ed. Code 200 | Nondiscrimination declaration of purpose |
| Ed. Code 210.2 | Educational equity definition |

## Policy 0420.41: Charter School Oversight

**Status:** ADOPTED

**Original Adopted Date:** 11/27/2012 **| Last Revised Date:** 09/24/2024 **| Last Reviewed Date:** 09/24/2024

The Governing Board recognizes its ongoing responsibility to oversee that any charter school authorized by the Board is successfully fulfilling the terms of its charter.

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

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

The Superintendent may designate someone to attend meetings of the charter school governing body whenever possible.

**Monitoring Charter School Performance**

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

The Superintendent or designee and the governing bodies of charter schools authorized by the Board shall review new laws and regulations applicable to charter schools.

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

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

**Waivers**

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

**Provision of District Services**

Upon approval by the Board of an appropriate agreement, the charter school may contract with the district or any other source for administrative or other services. (Education Code 47613)

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

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

**Location of Charter Schools**

Except when permitted to operate outside district boundaries pursuant to Education Code 47605 and 47605.1, a charter school shall be located within district boundaries.

**Fees/Charges for Supervisorial Oversight**

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

1. Actual costs up to one percent of the charter school's revenue

2. Actual costs up to three percent of the charter school's revenue if the district provides the charter school substantially rent-free facilities

   If the district provides the charter school with facilities under Education Code 47614 and charges the charter school a pro-rata share of the facilities costs calculated pursuant to 5 CCR 11969.7, the district may only charge the charter school for the actual costs of supervisorial oversight up to one percent of the charter school's revenue.

3. Actual costs if the district is assigned supervisorial oversight responsibility for the charter school by SBE when authorized on appeal

**Technical Assistance/Intervention**

Whenever a charter school is identified for technical assistance based on the performance of one or more numerically significant student subgroups on SBE-established criteria, the charter school shall receive technical assistance from the County Superintendent of Schools. Such technical assistance shall be focused on building the charter school's capacity to develop and implement actions and

services responsive to student and community needs, including, but not limited to, any of the following: (Education Code 47607.3)

1. Assisting the charter school to identify its strengths and weaknesses in regard to the state priorities applicable to the charter school pursuant to Education Code 47605(c)

   This shall include working collaboratively with the charter school to review performance data on the state and local indicators included in the California School Dashboard and other relevant local data and to identify effective, evidence-based programs or practices that address any areas of weakness.

2. Working collaboratively with the charter school to secure assistance from an academic, programmatic, or fiscal expert or team of experts to identify and implement effective programs and practices that are designed to improve performance in any areas of weakness identified by the charter school

   Another service provider, including, but not limited to, a school district, county office of education, or charter school, may be solicited to act as a partner to the charter school in need of technical assistance.

3. Obtaining from the charter school timely documentation demonstrating that it has completed the activities described in Items #1 and 2 or substantially similar activities, or has selected another service provider to work with the charter school to complete the activities described in Items #1 and 2 or substantially similar activities, and ongoing communication with the Board to assess the charter school's progress in improving student outcomes

In addition, if, in three out of four consecutive school years, a charter school fails to improve outcomes for three or more numerically significant student subgroups, or for all of the student subgroups if the school has fewer than three subgroups, in regard to one or more state or school priorities identified in the charter, the County Superintendent may request that the Superintendent of Public Instruction (SPI), with SBE approval, assign the California Collaborative for Educational Excellence to provide advice and assistance to the charter school pursuant to Education Code 52074. (Education Code 47607.3; 52072)

In accordance with law, the Board may deny a charter school's renewal petition or may revoke a charter based on the charter school's poor performance, especially with regard to inadequate academic achievement of all numerically significant subgroups of students served by the charter school. (Education Code 47607, 47607.2)

**Complaints**

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

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

If the charter school finds merit in the complaint or the SPI finds merit in an appeal, a remedy shall

be provided to all affected students and parents/guardians. (Education Code 52075)

**School Closure**

In the event that the Board revokes or denies renewal of a charter or the charter school ceases operation for any reason, the Superintendent or designee shall, when applicable in accordance with the charter school and/or an applicable agreement between the district and the charter school, provide assistance to facilitate the transfer of the charter school's former students and to finalize financial reporting and close-out of the charter school.

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

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

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| State | Description |
|---|---|
| 5 CCR 11700-11705 | Independent study |
| 5 CCR 11960-11969.10 | Charter schools |
| 5 CCR 4600-4670 | Uniform complaint procedures |
| Bus. And Prof. Code 7583.45 | Training for security officers |
| CA Constitution Article 16, Section 8.5 | Public finance; school accountability report card |
| CA Constitution Article 9, Section 5 | Common school system |
| Corp. Code 5110-6910 | Nonprofit public benefit corporations |
| Ed. Code 1006 | Prohibition against school district employees serving on county board of education |
| Ed. Code 17070.10-17079.30 | Leroy F. Greene School Facilities Act |
| Ed. Code 17280-17317 | Field Act; approval of plans and supervision of construction |
| Ed. Code 17365-17374 | Field Act; fitness for occupancy; liability of board members |
| Ed. Code 17586 | Interior locks on buildings |

## Policy 0450: Comprehensive Safety Plan

**Status:** ADOPTED

**Original Adopted Date:** 11/15/2016 | **Last Revised Date:** 05/14/2024 | **Last Reviewed Date:** 05/14/2024

The Governing Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for staff and student ~~and staff~~ conduct, responsible behavior, and respect for others.

The school site council at each district school shall develop a comprehensive school safety plan (CSSP) relevant to the needs and resources of that particular school. New school campuses shall develop a ~~comprehensive safety plan~~ CSSP within one year of initiating operations. (Education Code 32281, 32286)

The ~~comprehensive school safety plan~~CSSP ~~-~~shall take into account the school's staffing, available resources, and building design, as well as other factors unique to the school site.

The ~~comprehensive safety plan(s)~~ CSSP(s)shall be reviewed and updated by March 1 of each year and forwarded to the Board for approval. (Education Code 32286, 32288)

The Board shall review the comprehensive safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation and shall approve the plan(s) at a regularly scheduled meeting.

As necessary, the Superintendent or designee shall provide CSSP training to all school staff.

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education (CDE) of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

### Tactical Response Plan

Notwithstanding the process described above, any portion of a ~~comprehensive safety plan~~ CSSP that addresses tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, including steps to safeguard students and staff, secure the affected school premises, and apprehend the criminal perpetrator(s), shall be developed by district administrators in accordance with Education Code 32281. In developing such strategies, district administrators shall consult with law enforcement officials and with representative(s) of employee bargaining unit(s), if they choose to participate.

When reviewing the tactical response plan, the Board may meet in closed session to confer with law enforcement officials, and approve the tactical response plan, provided that any vote to approve the tactical response plan is announced in open session following the closed session. (Education Code 32281)

### Safety Plan(s) Access and Reporting

The Superintendent or designee shall ensure that an updated file of all safety-related plans and

materials is readily available for inspection by the public. (Education Code 32282)

However, those portions of the ~~comprehensive safety plan~~ CSSP that include tactical responses to criminal incidents shall not be publicly disclosed.

The Superintendent or designee shall share the ~~comprehensive safety plans~~ CSSPsand any updates to the plans with local law enforcement, the local fire department, and other first responder entities. (Education Code 32281)

The Superintendent or designee shall also provide data to CDE pertaining to lockdown or multi-option response drills conducted at district schools in accordance with Education Code 32289.5. (Education Code 32289.5)

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| State | Description |
|---|---|
| 5 CCR 11987-11987.7 | School Community Violence Prevention Program requirements |
| 5 CCR 11992-11993 | Persistently dangerous schools; definition |
| CA Constitution Article 1, Section 28 | Right to Safe Schools |
| Ed. Code 200-262.4 | Prohibition of discrimination |
| Ed. Code 32260-32262 | Interagency School Safety Demonstration Act of 1985 |
| Ed. Code 32270 | School safety cadre |
| Ed. Code 32280-32289.5 | School safety plans |
| Ed. Code 32290 | Safety devices |
| Ed. Code 35147 | School site councils and advisory committees |
| Ed. Code 35183 | School dress code; uniforms |
| Ed. Code 35266 | Reporting of cyberattacks |
| Ed. Code 35291 | Rules |
| Ed. Code 35291.5 | School-adopted discipline rules |
| Ed. Code 41020 | Requirement for annual audit |
| Ed. Code 48900-48927 | Suspension and expulsion |
| Ed. Code 48950 | Speech and other communication |

## Policy 0450: Comprehensive Safety Plan

**Status:** ADOPTED

**Original Adopted Date:** 11/15/2016 **| Last Revised Date: | Last Reviewed Date:**

The Governing Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for staff and student conduct, responsible behavior, and respect for others.

The school site council at each district school shall develop a comprehensive school safety plan (CSSP) relevant to the needs and resources of that particular school. New school campuses shall develop a CSSP within one year of initiating operations. (Education Code 32281, 32286)

The CSSP shall take into account the school's staffing, available resources, and building design, as well as other factors unique to the school site.

The CSSP(s)shall be reviewed and updated by March 1 of each year and forwarded to the Board for approval. (Education Code 32286, 32288)

The Board shall review the comprehensive safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation and shall approve the plan(s) at a regularly scheduled meeting.

As necessary, the Superintendent or designee shall provide CSSP training to all school staff.

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education (CDE) of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

### Tactical Response Plan

Notwithstanding the process described above, any portion of a CSSP that addresses tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, including steps to safeguard students and staff, secure the affected school premises, and apprehend the criminal perpetrator(s), shall be developed by district administrators in accordance with Education Code 32281. In developing such strategies, district administrators shall consult with law enforcement officials and with representative(s) of employee bargaining unit(s), if they choose to participate.

When reviewing the tactical response plan, the Board may meet in closed session to confer with law enforcement officials, and approve the tactical response plan, provided that any vote to approve the tactical response plan is announced in open session following the closed session. (Education Code 32281)

### Safety Plan(s) Access and Reporting

The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282)

However, those portions of the CSSP that include tactical responses to criminal incidents shall not be publicly disclosed.

The Superintendent or designee shall share the CSSPs and any updates to the plans with local law enforcement, the local fire department, and other first responder entities. (Education Code 32281)

The Superintendent or designee shall also provide data to CDE pertaining to lockdown or multi-option response drills conducted at district schools in accordance with Education Code 32289.5. (Education Code 32289.5)

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| 5 CCR 11992-11993 | Persistently dangerous schools; definition |
| CA Constitution Article 1, Section 28 | Right to Safe Schools |
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| Ed. Code 32260-32262 | Interagency School Safety Demonstration Act of 1985 |
| Ed. Code 32270 | School safety cadre |
| Ed. Code 32280-32289.5 | School safety plans |
| Ed. Code 32290 | Safety devices |
| Ed. Code 35147 | School site councils and advisory committees |
| Ed. Code 35183 | School dress code; uniforms |
| Ed. Code 35266 | Reporting of cyberattacks |
| Ed. Code 35291 | Rules |
| Ed. Code 35291.5 | School-adopted discipline rules |
| Ed. Code 41020 | Requirement for annual audit |
| Ed. Code 48900-48927 | Suspension and expulsion |
| Ed. Code 48950 | Speech and other communication |
| Ed. Code 48980 | Parent/Guardian notifications |

## Policy 1113: District And School Websites

**Status:** ADOPTED

**Original Adopted Date:** ~~08/25/2009~~07/01/2007 | **Last Revised Date:** ~~09/24/2024~~06/01/2025 | **Last Reviewed Date:** ~~09/24/2024~~06/01/2025

~~To enhance communication~~

The Governing Board recognizes the value of district and school websites to communicate with students, parents/guardians, staff, and community members~~, the Governing Board encourages the~~. The Superintendent or designee ~~to develop and~~shall maintain district and school websites. The use of district and school websites shall support the district's vision and goals and ~~shall~~ be coordinated with other district communications strategies.

**Design Standards**

The Superintendent or designee shall establish design standards for district and school websites in order to maintain a consistent identity, professional appearance, and ease of use.

District design standards shall require an evaluation of products, features, and content accessible to students on district and school websites to prevent access to harmful or potentially harmful material.

The district's design standards shall address the accessibility of district and school websites to individuals with disabilities, including compatibility with commonly used assistive technologies.

**Website Content**

The Superintendent or designee shall develop content guidelines for district and school websites and assign staff to review and approve content prior to posting.

Board policy pertaining to advertising in district and school publications, as specified in Board Policy 1325 - Advertising and Promotion, shall also apply to advertising on district and school websites.

**Privacy Rights**

The Superintendent or designee shall ensure that the privacy rights of students, parents/guardians, staff, Board members, and other individuals are protected on district and school websites.

Telephone numbers and home and email addresses of students and/or their parents/guardians shall

not be published on district or school websites.

OPTION 1: (Photographs released)

The district regards photographs as a category of directory information that would not generally be considered harmful or an invasion of privacy if disclosed. Therefore, a student's photograph, together with the student's name, may be published on district or school websites unless the student's parent/guardian has notified the district in writing to not release the student's photograph without prior written consent, in accordance with Board Policy and Administrative Regulation 5125.1 - Release of Directory Information.

END OF OPTION 1

OPTION 2: (Photographs not released)

Photographs of individual students shall not be published on district or school websites accompanied by the student's name or other personally identifiable information without the prior written consent of the student's parent/guardian.

END OF OPTION 2

If students' names are not included, photographs of individual students or groups of students, such as at a school event, may be published on school or district websites.

Employees' home addresses, personal telephone numbers, and personal email addresses shall not be posted on district or school websites.

The home address ~~or,~~ telephone number, or both the name and assessor parcel number associated with the home address of any elected or appointed official including, but not limited to, a Board member or public safety official, shall not be posted on district or school websites without the prior written permission of that individual. (Government Code 3307.5, 7928.205, 7920.535)

No public safety official shall be required to consent to the posting on the Internet of the public safety official's photograph or identity as a public safety officer for any purpose if that officer reasonably believes that the disclosure may result in a threat, harassment, intimidation, or harm to the officer or the officer's family. (Government Code 3307.5)

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## Policy 1113: District And School Websites

**Status:** ADOPTED

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

The Governing Board recognizes the value of district and school websites to communicate with students, parents/guardians, staff, and community members. The Superintendent or designee shall maintain district and school websites. The use of district and school websites shall support the district's vision and goals and be coordinated with other district communications strategies.

**Design Standards**

The Superintendent or designee shall establish design standards for district and school websites in order to maintain a consistent identity, professional appearance, and ease of use.

District design standards shall require an evaluation of products, features, and content accessible to students on district and school websites to prevent access to harmful or potentially harmful material.

The district's design standards shall address the accessibility of district and school websites to individuals with disabilities, including compatibility with commonly used assistive technologies.

**Website Content**

The Superintendent or designee shall develop content guidelines for district and school websites and assign staff to review and approve content prior to posting.

Board policy pertaining to advertising in district and school publications, as specified in Board Policy 1325 - Advertising and Promotion, shall also apply to advertising on district and school websites.

**Privacy Rights**

The Superintendent or designee shall ensure that the privacy rights of students, parents/guardians, staff, Board members, and other individuals are protected on district and school websites.

Telephone numbers and home and email addresses of students and/or their parents/guardians shall not be published on district or school websites.

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The district regards photographs as a category of directory information that would not generally be considered harmful or an invasion of privacy if disclosed. Therefore, a student's photograph, together with the student's name, may be published on district or school websites unless the student's parent/guardian has notified the district in writing to not release the student's photograph without prior written consent, in accordance with Board Policy and Administrative Regulation

END OF OPTION 1

If students' names are not included, photographs of individual students or groups of students, such as at a school event, may be published on school or district websites.

Employees' home addresses, personal telephone numbers, and personal email addresses shall not be posted on district or school websites.

The home address, telephone number, or both the name and assessor parcel number associated with the home address of any elected or appointed official including, but not limited to, a Board member or public safety official, shall not be posted on district or school websites without the prior written permission of that individual. (Government Code 3307.5, 7928.205, 7920.535)

No public safety official shall be required to consent to the posting on the Internet of the public safety official's photograph or identity as a public safety officer for any purpose if that officer reasonably believes that the disclosure may result in a threat, harassment, intimidation, or harm to the officer or the officer's family. (Government Code 3307.5)

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| State | Description |
|---|---|
| Bus. and Prof. Code 22580-22582 | Privacy rights for California minors in the digital world |
| Bus. and Prof. Code 22584-22585 | Student Online Personal Information Protection Act |
| Bus. and Prof. Code 22586-22587 | Early Learning Personal Information Protection Act |
| Ed. Code 234.1 | Policy prohibiting discrimination, harassment, intimidation, and bullying |
| Ed. Code 234.6 | Resources on neurodiversity |
| Ed. Code 32526 | Use of learning recovery funds |
| Ed. Code 33353 | California Interscholastic Federation; standardized incident form |
| Ed. Code 35182.5 | Contracts for advertising |
| Ed. Code 35258 | Internet access to school accountability report cards |
| Ed. Code 42103 | Budget notification |
| Ed. Code 48852.6 | Information regarding homelessness |

# Policy 3311: Bids

**Status:** ADOPTED

**Original Adopted Date:** 08/~~25/2009~~01/2013 | **Last Revised Date:** ~~05/08/2018~~03/01/2025 | **Last Reviewed Date:** ~~05/08/2018~~03/01/2025

The Governing Board is committed to promoting public accountability and ensuring prudent use of public funds. When leasing, purchasing, or contracting for equipment, materials, supplies, or services for the district, including when contracting for public projects involving district facilities, the Board shall explore lawful opportunities to obtain the greatest possible value for its expenditure of public funds. When required by law, or if the Board determines that it is in the best interest of the district, such contracts shall be made using competitive bidding.

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading legal requirements ~~regarding contracting after~~for competitive bidding. (Public Contract Code 20116~~, 22033)~~

)

The Superintendent or designee shall establish comprehensive bidding procedures for the district in accordance with ~~law.~~Government Code 54202, and that meet the requirements for bidding procedures specified in law. The procedures shall include a process for advertising bids, instructions and timelines for submitting and opening bids, and other relevant requirements.

For award of contracts which, by law or Board policy, require prequalification, the procedures shall identify a uniform system for rating bidders ~~and shall address~~on the ~~issues covered by the standardized~~basis of a completed questionnaire and ~~model guidelines developed by the Department of Industrial Relations pursuant to Public Contract Code 20101.~~

financial statements.

When calling for bids, the Superintendent or designee shall ensure that the bid ~~specification~~specifications clearly ~~describes~~describe in appropriate detail the quality, delivery, ~~and~~ service required, and ~~includes~~include all information of which the district knows, or has in its possession, that is relevant to the work to be performed or that may impact the cost of performing the work.

~~Except as authorized by law and specified in the administrative regulation, contracts~~

## Award of Contract

Contracts shall be let to the lowest responsible bidder who shall give such security as the Board requires, or else all bids shall be rejected. (Public Contract Code 20111)

However, the Board may let contracts to other than only the lowest responsible bidder in the following circumstances:

~~When the Board has determined that it is in the best interest of the district, the district may piggyback onto the contract of another public agency or corporation to lease or purchase equipment or supplies to the extent authorized by law. (Public Contract Code 20118)~~

~~For use in contracting for public works projects, the Board has, by resolution, adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act pursuant to Public Contract Code 22030-22045, including the required cost accounting procedures and the informal bidding procedures when allowed by law. The Board delegates to the Superintendent or designee the responsibilities to award any contract eligible for informal bidding procedures and to develop plans, specifications, and working details for all public projects requiring formal bidding procedures.~~

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1. -When the contract is for the procurement and/or maintenance of electronic data processing systems and supporting software, in which case the Board may contract with any one of the three lowest responsible bidders (Public Contract Code 20118.1)

2. When the contract is for any transportation service which involves an expenditure of more than $10,000 and which will be made with any person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of a student who is to be transported, in which case the Board may contract with other than the lowest bidder (Education Code 39802)

3. When the contract is one for which the Board has established goals and requirements relating to participation of disabled veteran or small business enterprises in accordance with Public Contract Code 2000-2002, in which case the Board may contract with the lowest responsible bidder who submits a responsive bid and complies or makes a good faith effort to comply with the goals and requirements (Public Contract Code 2000-2002)

4. When procuring a lease-leaseback contract, in which case the Board shall award the contract based on objective criteria for determining the best combination of price and qualifications in accordance with Education Code 17400 and 17406

5. When procuring a design-build contract for a public works project in excess of $1,000,000 in accordance with Education Code 17250.20, in which case the Board may award the contract to either the low bid or the best value to the district, taking into consideration, at a minimum, price, technical design and construction expertise, and life-cycle costs (Education Code 17250.20, 17250.25)

6. When procuring an alternative design-build contract for a public works project in excess of $5,000,000 in accordance with Education Code 17250.62, in which case the Board may award the contract to either the low bid or the best value, taking into consideration, at a minimum, design cost, general conditions, overhead, and profit as a component of the

project price; technical design and construction expertise; and life-cycle costs (Education Code 17250.61, 17250.62)

**Protests by Bidders**

If the bidder believes that the award is not in compliance with law, Board policy, administrative regulation, or the bid specification, the bidder may protest the award. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protested documents in a timely manner shall constitute a waiver of the right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide notice to the bidder of the date and time for Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

**Bids Not Required**

When the Board has determined that it is in the best interest of the district, the district may piggyback onto the contract of another public agency or corporation to lease or purchase any personal property, including the lease of data-processing equipment or the purchase of materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor. (Public Contract Code 20118)

Alternatively, if the public corporation or agency has an existing contract with a vendor for the lease or purchase of personal property, the district may authorize the lease or purchase of personal property directly from the vendor and make payments under the same terms that are available to the public corporation or agency under the contract. (Public Contract Code 20118)

Without advertising for bids, the Board may enter into an energy service contract and any related facility ground lease, when it determines that the terms of the contract and lease are in the best interest of the district and meet the cost effectiveness requirements specified in Government Code 4217.12. The Board's determination shall be made at a regularly scheduled public hearing of which notice is given to the public at least two weeks in advance and shall be based on a cost and saving comparison finding specified in Government Code 4217.12. (Government Code 4217.12)

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property,

the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. (Public Contract Code 1102, 20113)

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

| State | Description |
|---|---|
| Bus. Code 7056 | General engineering contractor |
| Bus. Code 7057 | General building contractor |
| CA Constitution, Article 2, Section 31(a) | Prohibition of discrimination in operation of public education |
| Code of Civil Procedure 446 | Verification of pleadings |
| Ed. Code 17070.10-17079.30 | Leroy F. Greene School Facilities Act |
| Ed. Code 17250.10-17250.52 | Design-build contracts |
| Ed. Code 17250.60-17250.69 | Alternative design-build contracts |
| Ed. Code 17400 | Leasing Property |
| Ed. Code 17406 | Lease-leaseback contract |
| Ed. Code 17595 | Purchase of supplies through Department of General Services |
| Ed. Code 17602 | Purchase of surplus property from federal agencies |
| Ed. Code 38083 | Purchase of perishable foodstuffs and seasonal commodities |
| Ed. Code 38110-38120 | Apparatus and supplies |
| Ed. Code 39802 | Transportation services |
| Gov. Code 4217.10-4217.18 | Energy conservation contracts |
| Gov. Code 4330-4334 | California made materials |
| Gov. Code 53060 | Special services and advice |
| Gov. Code 54201-54205 | Purchase of supplies and equipment by local agencies |
| Gov. Code 7920.530 | Public record; definition |
| Pub. Cont. Code 1102 | Emergency; definition |
| Pub. Cont. Code 1103 | Responsible bidder; definition |

## Policy 3311: Bids

**Status:** ADOPTED

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

The Governing Board is committed to promoting public accountability and ensuring prudent use of public funds. When leasing, purchasing, or contracting for equipment, materials, supplies, or services for the district, including when contracting for public projects involving district facilities, the Board shall explore lawful opportunities to obtain the greatest possible value for its expenditure of public funds. When required by law, or if the Board determines that it is in the best interest of the district, such contracts shall be made using competitive bidding.

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading legal requirements for competitive bidding. (Public Contract Code 20116)

The Superintendent or designee shall establish comprehensive bidding procedures for the district in accordance with Government Code 54202, and that meet the requirements for bidding procedures specified in law. The procedures shall include a process for advertising bids, instructions and timelines for submitting and opening bids, and other relevant requirements.

For award of contracts which, by law or Board policy, require prequalification, the procedures shall identify a uniform system for rating bidders on the basis of a completed questionnaire and financial statements.

When calling for bids, the Superintendent or designee shall ensure that the bid specifications clearly describe in appropriate detail the quality, delivery, service required, and include all information of which the district knows, or has in its possession, that is relevant to the work to be performed or that may impact the cost of performing the work.

**Award of Contract**

Contracts shall be let to the lowest responsible bidder who shall give such security as the Board requires, or else all bids shall be rejected. (Public Contract Code 20111)

However, the Board may let contracts to other than only the lowest responsible bidder in the following circumstances:

1. When the contract is for the procurement and/or maintenance of electronic data processing systems and supporting software, in which case the Board may contract with any one of the three lowest responsible bidders (Public Contract Code 20118.1)

2. When the contract is for any transportation service which involves an expenditure of more than $10,000 and which will be made with any person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of a student who is to be transported, in which case the Board may contract with other than the lowest

bidder (Education Code 39802)

3. When the contract is one for which the Board has established goals and requirements relating to participation of disabled veteran or small business enterprises in accordance with Public Contract Code 2000-2002, in which case the Board may contract with the lowest responsible bidder who submits a responsive bid and complies or makes a good faith effort to comply with the goals and requirements (Public Contract Code 2000-2002)

4. When procuring a lease-leaseback contract, in which case the Board shall award the contract based on objective criteria for determining the best combination of price and qualifications in accordance with Education Code 17400 and 17406

5. When procuring a design-build contract for a public works project in excess of $1,000,000 in accordance with Education Code 17250.20, in which case the Board may award the contract to either the low bid or the best value to the district, taking into consideration, at a minimum, price, technical design and construction expertise, and life-cycle costs (Education Code 17250.20, 17250.25)

6. When procuring an alternative design-build contract for a public works project in excess of $5,000,000 in accordance with Education Code 17250.62, in which case the Board may award the contract to either the low bid or the best value, taking into consideration, at a minimum, design cost, general conditions, overhead, and profit as a component of the project price; technical design and construction expertise; and life-cycle costs (Education Code 17250.61, 17250.62)

**Protests by Bidders**

If the bidder believes that the award is not in compliance with law, Board policy, administrative regulation, or the bid specification, the bidder may protest the award. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protested documents in a timely manner shall constitute a waiver of the right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide notice to the bidder of the date and time for Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

**Bids Not Required**

When the Board has determined that it is in the best interest of the district, the district may piggyback onto the contract of another public agency or corporation to lease or purchase any personal property, including the lease of data-processing equipment or the purchase of materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor. (Public Contract Code 20118)

Alternatively, if the public corporation or agency has an existing contract with a vendor for the lease or purchase of personal property, the district may authorize the lease or purchase of personal property directly from the vendor and make payments under the same terms that are available to the public corporation or agency under the contract. (Public Contract Code 20118)

Without advertising for bids, the Board may enter into an energy service contract and any related facility ground lease, when it determines that the terms of the contract and lease are in the best interest of the district and meet the cost effectiveness requirements specified in Government Code 4217.12. The Board's determination shall be made at a regularly scheduled public hearing of which notice is given to the public at least two weeks in advance and shall be based on a cost and saving comparison finding specified in Government Code 4217.12. (Government Code 4217.12)

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. (Public Contract Code 1102, 20113)

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| State | Description |
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| Bus. Code 7056 | General engineering contractor |
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| Ed. Code 17070.10-17079.30 | Leroy F. Greene School Facilities Act |
| Ed. Code 17250.10-17250.52 | Design-build contracts |
| Ed. Code 17250.60-17250.69 | Alternative design-build contracts |
| Ed. Code 17400 | Leasing Property |
| Ed. Code 17406 | Lease-leaseback contract |
| Ed. Code 17595 | Purchase of supplies through Department of General Services |
| Ed. Code 17602 | Purchase of surplus property from federal agencies |
| Ed. Code 38083 | Purchase of perishable foodstuffs and seasonal commodities |

# Policy 3311.1: Uniform Public Construction Cost Accounting Procedures

**Status:** ADOPTED

**Original Adopted Date:** ~~05/08/2018~~12/01/2016 | **Last Revised Date:** 03/01/2025 | **Last Reviewed Date:** ~~05/08/2018~~03/01/2025

In awarding contracts for public works projects involving district facilities, the Governing Board desires to obtain the best value to the district and ensure the qualifications of contractors to complete the project in a satisfactory manner. The Board has, by resolution, adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act (UPCCAA) pursuant to Public Contract Code 22030-22045, including the informal bidding procedures when allowed by law.

The Board delegates to the Superintendent or designee the responsibilities to award any contract eligible for informal bidding procedures and to develop plans, specifications, and working details for all public projects requiring formal bidding procedures.

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading legal requirements for competitive bidding. ~~(Public Contract Code 22033)~~

~~Projects awarded through the~~ (Public Contract Code 22033)

If after the first invitation of bids pursuant to informal or formal bidding procedures under UPCCAA all bids are rejected, the Board may, by passage of a resolution by four-fifths vote, declare the project can be performed more economically by the employees of the district. (Public Contract Code 22038)

Projects awarded through UPCCAA shall be subject to the cost accounting procedures established by the California Uniform Construction Cost Accounting Commission. (Public Contract Code 22030)

**Emergency Actions**

When formal bids are required by law, but an emergency necessitates immediate repair or replacements, the Board may, upon a four-fifths vote of the Board, proceed to replace or repair a [1]

facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the Board and/or contractor. The emergency action shall subsequently be reviewed by the Board in accordance with Public Contract Code 22050 and shall be terminated at the earliest possible date that conditions warrant, so that the remainder of the emergency action may be completed by giving notice for bids to let contracts. (Public Contract Code 1102, 22035, 22050)

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

| State | Description |
|---|---|
| Pub. Cont. Code 1102 | Emergency; definition |
| Pub. Cont. Code 20110-20118.4 | Local Agency Public Construction Act; school districts |
| Pub. Cont. Code 22000-22045 | Uniform Public Construction Cost Accounting Act |
| Pub. Cont. Code 22050 | Emergency contracting procedures |

| Management Resources | Description |
|---|---|
| CA Uniform Construction Cost Accounting Comm. Pub. | Cost Accounting Policies and Procedures Manual, 2021 |
| CA Uniform Construction Cost Accounting Comm. Pub. | Frequently Asked Questions, September 2022 |
| Website | CSBA District and County Office of Education Legal Services |
| Website | California Uniform Construction Cost Accounting Commission |
| Website | CSBA |
| Website | California Association of School Business Officials |

**Cross References**

| Code | Description |
|---|---|
| 3311 | ~~Bids~~Bids |
| 3311 | ~~Bids~~Bids |
| 3312 | ~~Contracts~~Contracts |
| 7000 | ~~Concepts And Roles~~Concepts And Roles |
| 7110 | ~~Facilities Master Plan~~Facilities Master Plan |

## Policy 3311.1: Uniform Public Construction Cost Accounting Procedures

**Status:** ADOPTED

**Original Adopted Date:** 05/08/2018 **| Last Reviewed Date:** | **Last Revised Date:**

In awarding contracts for public works projects involving district facilities, the Governing Board desires to obtain the best value to the district and ensure the qualifications of contractors to complete the project in a satisfactory manner. The Board has, by resolution, adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act (UPCCAA) pursuant to Public Contract Code 22030-22045, including the informal bidding procedures when allowed by law.

The Board delegates to the Superintendent or designee the responsibilities to award any contract eligible for informal bidding procedures and to develop plans, specifications, and working details for all public projects requiring formal bidding procedures.

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading legal requirements for competitive bidding. (Public Contract Code 22033)

If after the first invitation of bids pursuant to informal or formal bidding procedures under UPCCAA all bids are rejected, the Board may, by passage of a resolution by four-fifths vote, declare the project can be performed more economically by the employees of the district. (Public Contract Code 22038)

Projects awarded through UPCCAA shall be subject to the cost accounting procedures established by the California Uniform Construction Cost Accounting Commission. (Public Contract Code 22030)

**Emergency Actions**

When formal bids are required by law, but an emergency necessitates immediate repair or replacements, the Board may, upon a four-fifths vote of the Board, proceed to replace or repair a facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the Board and/or contractor. The emergency action shall subsequently be reviewed by the Board in accordance with Public Contract Code 22050 and shall be terminated at the earliest possible date that conditions warrant, so that the remainder of the emergency action may be completed by giving notice for bids to let contracts. (Public Contract Code 1102, 22035, 22050)

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| State | Description |
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| Pub. Cont. Code 1102 | Emergency; definition |
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| Pub. Cont. Code 22000-22045 | Uniform Public Construction Cost Accounting Act |
| Pub. Cont. Code 22050 | Emergency contracting procedures |

| Management Resources | Description |
|---|---|
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| Website | CSBA District and County Office of Education Legal Services |
| Website | California Uniform Construction Cost Accounting Commission |
| Website | CSBA |
| Website | California Association of School Business Officials |

**Cross References**

| Code | Description |
|---|---|
| 3311 | Bids |
| 3311 | Bids |
| 3312 | Contracts |
| 7000 | Concepts And Roles |
| 7110 | Facilities Master Plan |
| 9323.2 | Actions By The Board |
| 9323.2 | Actions By The Board |

**~~Policy 3312: Contracts~~** **~~Status:~~** ~~ADOPTED~~

~~**Original Adopted Date:** 08/25/2009 | **Last Revised Date:** 05/14/2024 | **Last Reviewed Date:** 05/14/2024~~

The Governing Board recognizes its responsibility to enter into contracts on behalf of the district for the acquisition of equipment, supplies, services, and other resources necessary for the achievement of district goals. In exercising this authority to enter into a contract, the Board shall ensure that the district's ~~interest is~~interests are protected~~,~~ and that the terms of the contract conform to any applicable legal standards, including ~~the~~, but not limited to, bidding requirements in Public Contract Code 20111.

~~In addition,~~

Board members and district employees involved in the making of contracts on behalf of the district shall comply with applicable law and the district's conflict of interest policy, as specified in Board Bylaw 9270 - Conflict of Interest.

The Board may, by a majority vote, delegate to the Superintendent or designee(s) the authority to enter into contracts on behalf of the district up to the annual California public bidding threshold. To be valid or to constitute an enforceable obligation against the district, all such contracts must be approved and/or ratified by the Board.

~~Every contract entered into on behalf of the district shall be made available for public inspection, except when the law prohibits disclosure.~~ (Education Code 17604, 17605, 35161)

Unless otherwise exempt from disclosure under state or federal law, executed contracts for the purchase of goods or services, even if the contract contains provisions specifying that the contract is confidential or a proprietary record of the vendor, are public records to which members of the public shall have access. (Government Code 7928.801)

No contract shall prohibit a district employee from disparaging the goods or services of any contracting party.

(Education Code 35182.5)

If the district utilizes a private labor compliance entity, the Superintendent or designee shall verify that the entity does not have a conflict of interest. (Labor Code 1771.8)

A *private labor compliance entity* is a third-party company hired by a district to perform labor compliance and enforcement activities on public works projects on the district's behalf. (Labor Code 1771.8)

A *conflict of interest* is a situation in which a private labor compliance entity performs labor compliance work under contract for both the district and a contractor who is bidding a public works project for the district. (Labor Code 1771.8)

If the district's private labor compliance entity seeks to respond to an alleged conflict of interest, the Superintendent or designee shall confer with the entity and/or the contractor regarding the applicable contracts and relevant public works law. (Labor Code 1771.8)

**Contracts for Non-~~nutritious~~Nutritious Foods or Beverages**

The district shall not enter into or renew a contract for the sale of foods or beverages that do not meet applicable nutritional standards specified in Education Code 49431-49431.7, 5 CCR 15500-15501 or 15575-15578, or 7 CFR 210.11 or 220.12, unless the contract specifies that such sale will occur off campus or outside the time restriction

specified in ~~the~~ applicable law.

Before the district enters into or renews a contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, or non-nutritious foods as defined in law, the Board shall ensure that the district has sufficient internal controls in place to protect the integrity of public funds and to ensure that funds raised as a result of the contract benefit public education. (Education Code 35182.5)

The Superintendent or designee shall develop the district's internal control procedures to protect the integrity of public funds. Such internal controls may include, but are not ~~be~~ limited to, the following:

1. Procedures that produce accurate and reliable financial statements and, at the same time, safeguard the assets, financial resources, and integrity of every employee responsible for handling money or property.

~~1.~~ Control systems shall be systematically evaluated and revised to keep pace with the changing responsibilities of management.

2. Procedures to ensure that district personnel do not handle cash or product at the school site.

~~2.~~ The contract shall specify that the vendor stock the machines and shall provide cash accounting, along with a check, for district proceeds directly to the control office.

To ensure that funds raised by the contract benefit district schools and students:

1. The Superintendent or designee may invite parents/guardians, students, staff, and interested community members to make recommendations regarding the contract, including recommendations as to how the funds will be spent in a manner that benefits public education.

2. Prior to ratifying the contract, the Board shall designate the specific programs and activities that will be funded by the proceeds of the contract and consider how the contract reflects the district's vision and goals.

3. The contract shall specify that the contractor report, on a quarterly basis, to the Superintendent or designee the number of food items or beverages sold within the district and the amount of money raised by the sales. ~~The Superintendent or designee shall report these amounts to the Board on a regular basis.~~

The Superintendent or designee shall report these amounts to the Board on a regular basis.

4. The Superintendent or designee shall ensure that the contract does not limit the ability of student and parent organizations to plan and operate fundraising activities.

~~4.~~

Any contract for the sale or advertisement of non-nutritious foods or carbonated or non-nutritious beverages shall be entered into on a competitive bid basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal. (Education Code 35182.5)

OPTION 1: (Annual public hearing to review and discuss existing and potential contracts)

The Board shall hold an annual public hearing to review and discuss all existing and potential contracts for the sale of foods and beverages on campus, including those sold as full meals or through competitive sales, fundraisers, or vending machines. The Board shall hold a public ~~hearing~~meeting for any contract not discussed at the annual public hearing. (Education Code 35182.5)

OPTION 1 ENDS HERE

OPTION 2: (Public hearing for the making or renewal of each contract)

The Board shall not enter into or renew any contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, on non-nutritious foods until parents/guardians, students, and members of the public have had an opportunity to comment on the contract at a public hearing held during a regularly scheduled Board meeting. The Board shall clearly, and in a manner recognizable to the general public, identify in the agenda the contract to be discussed at the meeting. (Education Code 35182.5)

OPTION 2 ENDS HERE

The public hearing shall include, but not be limited to, a discussion of the nutritional value of foods and beverages sold within the district; the availability of fresh fruit, vegetables, and grains in school meals and snacks, including locally grown and organic produce; the amount of fat, sugar, and additives in the foods and beverages discussed; and barriers to student participation in school breakfast and lunch programs. (Education Code 35182.5)

The contract shall be a public record and shall be accessible to the public and. The district may not include a confidentiality clause that would prevent the district or a district school from making any part of the contract public.

and may not enforce any such clause included by a contracting party. (Education Code 35182.5)

: Government Code 7928.801)

**Contracts for Electronic Products or Services**

The Board shall not enter into a contract for electronic products or services that requires the dissemination of advertising to students, unless the Board: (Education Code 35182.5)

1. Enters into the contract at a noticed, public hearing of the Board.

2. Makes a finding that the electronic product or service is or would be an integral component of the education of students.

3. Makes a finding that the district cannot afford to provide the electronic product or service unless it contracts to permit dissemination of advertising to students.

4. As part of the district's normal, ongoing communication to parents/guardians, provides written notice that the advertising will be used in the classroom or other learning ~~center.~~ centers

5. Offers parents/guardians the opportunity to request in writing that ~~their child~~the student not be exposed to the program that contains the advertising.

   ~~5.~~ A request shall be honored for the school year in which it is submitted, or longer if specified, but may be withdrawn by the parents/guardians at any time.

**Contracts for Digital Storage and Maintenance of Student Records**

The district may enter into or renew a contract with a third party for the purpose of providing services, including cloud-based services, for the digital storage, management, and retrieval of student records and/or to provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use student records. For these purposes, student records include any information maintained by the district that is directly related to a student and any information acquired directly from the student through the use of instructional software or applications assigned to the student by a teacher or other district employee, and do not include de-identified information. (Education Code 49073.1)

~~Any such contract shall contain all of the following: (Education Code 49073.1)~~

Any such contract shall contain all of the following: (Education Code 49073.1)

1. An executed CA NDPA (Student Data Privacy Agreement) between the parties; which confirms that:

~~1.~~ A statement that student records continue to be the property of and under the control of the district

2. If applicable, a description of the means by which students may retain possession and control of their own student-generated content, as defined in Education Code 49073.1, including options by which a student may transfer student-generated content to a personal account

3. A prohibition against the third party using any information in the student record for any purpose other than those required or specifically permitted by the contract

4. A description of the procedures by which a parent/guardian or a student age 18 years or older may review personally identifiable information in the student's records and correct erroneous information

5. A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of student records

6. A description of the procedures for notifying the affected parent/guardian, or the affected student if age 18 years or older, in the event of an unauthorized disclosure of the student's records

7. A certification that a student's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced, except that these requirements shall not apply to student-generated content if the student chooses to establish or maintain an account with the third party for the purpose of storing that content

8. A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act, 20 USC 1232g

8.9. A prohibition against the third party using personally identifiable information in student records to engage in targeted advertising

**Contracts for Personal Services**

In order to achieve cost savings, the district may enter into or renew a contract for any personal service that is currently or customarily performed by classified employees, if the contract does not displace school district employees and meets other conditions specified in Education Code 45103.1. To enter into or renew such a contract, the Board shall ensure that the district meets the numerous conditions specified in Education Code 45103.1.

In addition, the district may enter into or renew any contract for personal service without meeting the conditions described above, if any of the following conditions exists: exist: (Education Code 45103.1)

1. The contract is for new district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors
2. The services contracted are not available within the district, cannot be performed satisfactorily by district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the district
3. The services are incidental to a contract for the purchase or lease of real or personal property, including, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented
4. The district's policy, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary district hiring process
5. The nature of the work is such that the criteria for emergency appointments, as defined in Education Code 45103.1, apply
6. The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the district in the location where the services are to be performed
7. The services are of such an urgent, temporary, or occasional nature that the delay that would result from using the district's regular or ordinary hiring process would frustrate their very purpose

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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 Governing Boardboard 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 15500 | Food sales in elementary schools |
| 5 CCR 15501 | Food sales in high schools and junior high schools |
| 5 CCR 15575-15578 | Requirements for foods and beverages outside the federal meals program |

## Policy 3312: Contracts

**Status:** ADOPTED

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

The Governing Board recognizes its responsibility to enter into contracts on behalf of the district for the acquisition of equipment, supplies, services, and other resources necessary for the achievement of district goals. In exercising this authority to enter into a contract, the Board shall ensure that the district's interests are protected and that the terms of the contract conform to any applicable legal standards, including, but not limited to, bidding requirements in Public Contract Code 20111.

Board members and district employees involved in the making of contracts on behalf of the district shall comply with applicable law and the district's conflict of interest policy, as specified in Board Bylaw 9270 - Conflict of Interest.

The Board may, by a majority vote, delegate to the Superintendent or designee(s) the authority to enter into contracts on behalf of the district up to the annual California public bidding threshold. To be valid or to constitute an enforceable obligation against the district, all such contracts must be approved and/or ratified by the Board. (Education Code 17604, 17605, 35161)

Unless otherwise exempt from disclosure under state or federal law, executed contracts for the purchase of goods or services, even if the contract contains provisions specifying that the contract is confidential or a proprietary record of the vendor, are public records to which members of the public shall have access. (Government Code 7928.801)

No contract shall prohibit a district employee from disparaging the goods or services of any contracting party. (Education Code 35182.5)

If the district utilizes a private labor compliance entity, the Superintendent or designee shall verify that the entity does not have a conflict of interest. (Labor Code 1771.8)

A *private labor compliance entity* is a third-party company hired by a district to perform labor compliance and enforcement activities on public works projects on the district's behalf. (Labor Code 1771.8)

A *conflict of interest* is a situation in which a private labor compliance entity performs labor compliance work under contract for both the district and a contractor who is bidding a public works project for the district. (Labor Code 1771.8)

If the district's private labor compliance entity seeks to respond to an alleged conflict of interest, the Superintendent or designee shall confer with the entity and/or the contractor regarding the applicable contracts and relevant public works law. (Labor Code 1771.8)

**Contracts for Non-Nutritious Foods or Beverages**

The district shall not enter into or renew a contract for the sale of foods or beverages that do not meet applicable nutritional standards specified in Education Code 49431-49431.7, 5 CCR 15500-15501 or 15575-15578, or 7 CFR 210.11 or 220.12, unless the contract specifies that such sale will occur off campus or outside the time restriction specified in applicable law.

Before the district enters into or renews a contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, or non-nutritious foods as defined in law, the Board shall ensure that the district has sufficient internal controls in place to protect the integrity of public funds and to ensure that funds raised as a result of the contract benefit public education. (Education Code 35182.5)

The Superintendent or designee shall develop the district's internal control procedures to protect the integrity of public funds. Such internal controls may include, but are not limited to, the following:

1. Procedures that produce accurate and reliable financial statements and, at the same time, safeguard the assets, financial resources, and integrity of every employee responsible for handling money or property

   Control systems shall be systematically evaluated and revised to keep pace with the changing responsibilities of management.

2. Procedures to ensure that district personnel do not handle cash or product at the school site

   The contract shall specify that the vendor stock the machines and shall provide cash accounting, along with a check, for district proceeds directly to the control office.

To ensure that funds raised by the contract benefit district schools and students:

1. The Superintendent or designee may invite parents/guardians, students, staff, and interested community members to make recommendations regarding the contract, including recommendations as to how the funds will be spent in a manner that benefits public education

2. Prior to ratifying the contract, the Board shall designate the specific programs and activities that will be funded by the proceeds of the contract and consider how the contract reflects the district's vision and goals

3. The contract shall specify that the contractor report, on a quarterly basis, to the Superintendent or designee the number of food items or beverages sold within the district and the amount of money raised by the sales

   The Superintendent or designee shall report these amounts to the Board on a regular basis.

4. The Superintendent or designee shall ensure that the contract does not limit the ability of student and parent organizations to plan and operate fundraising activities

Any contract for the sale or advertisement of non-nutritious foods or carbonated or non-nutritious beverages shall be entered into on a competitive bid basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal. (Education Code 35182.5)

OPTION 2: (Public hearing for the making or renewal of each contract)

The Board shall not enter into or renew any contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, on non-nutritious foods until parents/guardians, students, and members of the public have had an opportunity to comment on the contract at a public hearing held during a regularly scheduled Board meeting. The Board shall clearly, and in a manner recognizable to the general public, identify in the agenda the contract to be discussed at the meeting. (Education Code 35182.5)

OPTION 2 ENDS HERE

The public hearing shall include, but not be limited to, a discussion of the nutritional value of foods and beverages sold within the district; the availability of fresh fruit, vegetables, and grains in school meals and snacks, including locally grown and organic produce; the amount of fat, sugar, and additives in the foods and beverages discussed; and barriers to student participation in school breakfast and lunch programs. (Education Code 35182.5)

The contract shall be a public record and shall be accessible to the public. The district may not include a confidentiality clause that would prevent the district or a district school from making any part of the contract public and may not enforce any such clause included by a contracting party. (Education Code 35182.5; Government Code 7928.801)

**Contracts for Electronic Products or Services**

The Board shall not enter into a contract for electronic products or services that requires the dissemination of advertising to students, unless the Board: (Education Code 35182.5)

1. Enters into the contract at a noticed public hearing of the Board

2. Makes a finding that the electronic product or service is or would be an integral component of the education of students

3. Makes a finding that the district cannot afford to provide the electronic product or service unless it contracts to

permit dissemination of advertising to students

4. As part of the district's normal, ongoing communication to parents/guardians, provides written notice that the advertising will be used in the classroom or other learning centers

5. Offers parents/guardians the opportunity to request in writing that the student not be exposed to the program that contains the advertising

   A request shall be honored for the school year in which it is submitted, or longer if specified, but may be withdrawn by the parents/guardians at any time.

**Contracts for Digital Storage and Maintenance of Student Records**

The district may enter into or renew a contract with a third party for the purpose of providing services, including cloud-based services, for the digital storage, management, and retrieval of student records and/or to provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use student records. For these purposes, student records include any information maintained by the district that is directly related to a student and any information acquired directly from the student through the use of instructional software or applications assigned to the student by a teacher or other district employee, and do not include de- identified information. (Education Code 49073.1)

Any such contract shall contain all of the following: (Education Code 49073.1)

1. An executed CA NDPA (Student Data Privacy Agreement) between the parties; which confirms that:

A statement that student records continue to be the property of and under the control of the district

2. If applicable, a description of the means by which students may retain possession and control of their own student-generated content, as defined in Education Code 49073.1, including options by which a student may transfer student-generated content to a personal account

3. A prohibition against the third party using any information in the student record for any purpose other than those required or specifically permitted by the contract

4. A description of the procedures by which a parent/guardian or a student age 18 years or older may review personally identifiable information in the student's records and correct erroneous information

5. A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of student records

6. A description of the procedures for notifying the affected parent/guardian, or the affected student if age 18 years or older, in the event of an unauthorized disclosure of the student's records

7. A certification that a student's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced, except that these requirements shall not apply to student-generated content if the student chooses to establish or maintain an account with the third party for the purpose of storing that content

8. A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act, 20 USC 1232g

9. A prohibition against the third party using personally identifiable information in student records to engage in targeted advertising

**Contracts for Personal Services**

In order to achieve cost savings, the district may enter into or renew a contract for any personal service that is currently or customarily performed by classified employees if the contract does not displace district employees and meets other conditions specified in Education Code 45103.1. To enter into or renew such a contract, the Board shall ensure that the district meets the conditions specified in Education Code 45103.1.

In addition, the district may enter into or renew any contract for personal service without meeting the conditions described above, if any of the following conditions exist: (Education Code 45103.1)

1. The contract is for new district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors

2. The services contracted are not available within the district, cannot be performed satisfactorily by district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the district

3. The services are incidental to a contract for the purchase or lease of real or personal property, including, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented

4. The district's policy, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary district hiring process

5. The nature of the work is such that the criteria for emergency appointments, as defined in Education Code 45103.1, apply

6. The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the district in the location where the services are to be performed

7. The services are of such an urgent, temporary, or occasional nature that the delay that would result from using the district's regular or ordinary hiring process would frustrate their very purpose

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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 15500 | Food sales in elementary schools |
| 5 CCR 15501 | Food sales in high schools and junior high schools |
| 5 CCR 15575-15578 | Requirements for foods and beverages outside the federal meals program |
| Ed. Code 14505 | Provisions required in contracts for audits |
| Ed. Code 17250.10-17250.55 | Design-build contracts |
| Ed. Code 17595-17606 | Contracts |
| Ed. Code 200-270 | Prohibition of discrimination |
| Ed. Code 35161 | Governing boards; powers and duties |
| Ed. Code 35182.5 | Contracts for advertising |
| Ed. Code 45103.1 | Personal services contracts |
| Ed. Code 45103.5 | Contracts for management consulting services; restrictions |

**Policy 3320: Claims And Actions Against The District**

**Status:** ADOPTED

**Original Adopted Date:** ~~08/25~~03/01/2009 | **Last Revised Date:** ~~07/06/2018~~12/01/2024 | **Last Reviewed Date:** ~~07/06/2018~~12/01/2024

~~**Claim Presentation Requirements**~~

~~Any and all claims for money or damages against the District must be presented to and acted upon in accordance with Governing Board Policy 3320 and Administrative Regulation 3320 which have been adopted by the Governing Board pursuant to Government Code Section 935. Compliance with these District Claim Procedures is a prerequisite to any court action, including specifically those claims excepted by Government Code Section 905, unless the claim is governed by statutes or regulations which expressly free the claimant from the obligation to comply with this policy and the claims procedures set forth in the Government Code.~~

~~This policy is effective immediately and applies retroactively to any and all claims, including to claims which accrued prior to the enactment of this policy.~~

The Governing Board desires to conduct district operations in a manner that minimizes risk, protects district resources, and promotes the health and safety of students, staff, and the public. Any and all claims for money or damages against the district shall be presented to and acted upon in accordance with the Government Claims Act or other applicable state or district procedures, as well as the district's joint powers authority (JPA) agreement or other insurance coverage.

Any claim for money or damages not governed by the Government Claims Act (Government Code 810-996.6) or specifically excepted by Government Code 905 shall be presented and acted upon in accordance with district-established procedures consistent with the manner and time limitations specified in this Board policy. (Government Code 935)

Unless otherwise provided by law, a written claim shall be presented to and acted upon by Business Services ~~the Board~~ in accordance with such procedures prior to filing a lawsuit against the district for money or damages.

**Commented [1]:** in line with previous policy

Upon notice to the district of a claim, the Superintendent or designee shall take all necessary steps to protect the district's rights under any applicable contractual agreements, including the right to indemnification from its insurance or other coverage provider.

**Time Limitations**

The following time limitations apply to the presentation of claims for money or damages against the district:

1. Claims relating to a cause of action for death or for injury to a person, personal property, or growing crops shall be presented to Business Services office~~the Board~~ not later than six months after the accrual of the cause of action (Government Code 911.2)

2. Claims relating to any other cause of action subject to the Government Claims Act shall be filed not later than one year after the accrual of the cause of action (Government Code 911.2)

3. Claims relating to childhood sexual assault and other causes of action which are specifically excepted from the Government Claims Act by Government Code 905, that are subject to a claims presentation procedure in another statute or regulation, shall be presented to the Business Services office~~Board~~ in accordance with the applicable governing statute or regulation (Government Code 905)

4. Claims relating to any cause of action which is specifically excepted from the Government Claims Act by Government Code 905 but is not governed by any other claim presentation statute or regulation shall be presented to the Business Services office~~e Board w~~ithin the time limits specified in Items #1 and 2 above, depending on the applicable cause of action (Government Code 911.2, 935)

**Receipt of Claims**

A claim shall be deemed presented and received when delivered to the district office or deposited in a post office, mailbox, sub-post office, substation, mail chute, or other similar facility maintained by the U.S. government, in a sealed envelope properly addressed to the district office with postage paid, or when otherwise actually received in the district office by Business Services. ~~or by the Board secretary or clerk.~~ (Government Code 915, 915.2)

A claim may be submitted electronically in the manner specified by the Superintendent or designee. (Government Code 915, 915.2)

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's JPA or insurance carrier in accordance with the applicable conditions of coverage.

**Review of Contents of the Claim**

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant
2. The post office address to which the person presenting the claim desires notices to be sent
3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted
4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim
5. The name(s) of the district employee(s) causing the injury, damage, or loss, if known
6. The amount claimed if it totals less than $10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed

   If the amount claimed exceeds $10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case as specified in Code of Civil Procedure 85 and 86.
7. The signature of the claimant or the person acting on the claimant's behalf

**Notice of Claim Insufficiency**

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, provide a notice in the manner specified in Government Code 915.4 that states the particular defects or omission in the claim. (Government Code 910.8)

The District ~~The Board~~ shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

**Amendment to Claims**

Within the time limits provided in "Time Limitations" above or prior to final action by the District,~~the Board~~, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

**Late Claims**

When a claim that is required to be presented not later than six months after the accrual of the cause of action, as specified in "Time Limitations" above, is not presented within that time, an application to present a late claim may be presented to the District~~the Board~~, in the manner specified in Government Code 915 and 915.2, within a reasonable time not to exceed one year after the accrual of the cause of action. The application shall include the proposed claim and shall state the reason for the delay in presenting the claim. (Government Code 911.4)

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee shall, within 45 days, give written notice, in the manner specified in Government Code 911.3, that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

TheDistrict, ~~Board~~ shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the District, its JPA, and insurance providers, ~~Board~~ provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The District ~~Board~~ shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit
2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim
3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason the person failed to present the claim
4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8 and in the manner specified in Government Code 915.4.

If the District~~Board~~ does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

**Action on Claims**

Within 45 days after the presentation or amendment of a claim, the District, its JPA or insurance provider,~~Board~~ shall take action on the claim. This time limit may be extended by written agreement between the district, its JPA and insurance providers, and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

The District ~~Board~~ may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the District~~Boar~~d finds that the claim is not a proper charge against the district, the claim shall be rejected

2. If the District~~Board~~ finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed

3. If the District~~Board~~ finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance

4. If legal liability of the district or the amount justly due is disputed, the District, its JPA or insurance provider, ~~Board~~ may reject or compromise the claim

5. If the District ~~Board~~ takes no action on the claim, the claim shall be deemed rejected

In accordance with Government Code 935.4, the Board delegates to the Superintendent and Assistant Superintendents, the authority to allow, compromise, or settle claims of $50,000 or less pursuant to any conditions of coverage in the district's JPA agreement or insurance coverage.

If the District~~If the Board, or Superintendent when appropriate,~~ allows the claim, in whole or in part, or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the District~~Board~~ may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or its designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall be provided in the manner specified in Government Code 915.4. (Government Code 913)

**Registry of Public Agencies**

Within 10 days of any change in the full, legal name of the district, the mailing address of the Board, or the names, titles, and addresses of the Board president, the Board clerk or secretary, or other Board members, the Superintendent or designee shall file the updated information with the Secretary of State and the County Clerk. (Government Code 53051)

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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 |
|---|---|
| Code of Civil Procedure 340.1 | Action for recovery of damages suffered as result of childhood sexual assault |
| Code of Civil Procedure 340.11 | Action for recovery of damages suffered as a result of childhood sexual assault that occurred before January 1, 2024 |

## Policy 3320: Claims And Actions Against The District

**Status:** ADOPTED

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

The Governing Board desires to conduct district operations in a manner that minimizes risk, protects district resources, and promotes the health and safety of students, staff, and the public. Any and all claims for money or damages against the district shall be presented to and acted upon in accordance with the Government Claims Act or other applicable state or district procedures, as well as the district's joint powers authority (JPA) agreement or other insurance coverage.

Any claim for money or damages not governed by the Government Claims Act (Government Code 810-996.6) or specifically excepted by Government Code 905 shall be presented and acted upon in accordance with district-established procedures consistent with the manner and time limitations specified in this Board policy. (Government Code 935)

Unless otherwise provided by law, a written claim shall be presented to and acted upon by Business Services in accordance with such procedures prior to filing a lawsuit against the district for money or damages.

Upon notice to the district of a claim, the Superintendent or designee shall take all necessary steps to protect the district's rights under any applicable contractual agreements, including the right to indemnification from its insurance or other coverage provider.

**Time Limitations**

The following time limitations apply to the presentation of claims for money or damages against the district:

1. Claims relating to a cause of action for death or for injury to a person, personal property, or growing crops shall be presented to Business Services office not later than six months after the accrual of the cause of action (Government Code 911.2)

2. Claims relating to any other cause of action subject to the Government Claims Act shall be filed not later than one year after the accrual of the cause of action (Government Code 911.2)

3. Claims relating to childhood sexual assault and other causes of action which are specifically excepted from the Government Claims Act by Government Code 905, that are subject to a claims presentation procedure in another statute or regulation, shall be presented to the Business Services office in accordance with the applicable governing statute or regulation (Government Code 905)

4. Claims relating to any cause of action which is specifically excepted from the Government Claims Act by Government Code 905 but is not governed by any other claim presentation statute or regulation shall be presented to the Business Services office within the time limits specified in Items #1 and 2 above, depending on the applicable cause of action (Government Code 911.2, 935)

**Receipt of Claims**

A claim shall be deemed presented and received when delivered to the district office or deposited in a post office, mailbox, sub-post office, substation, mail chute, or other similar facility maintained by the U.S. government, in a sealed envelope properly addressed to the district office with postage paid, or when otherwise actually received in the district office by Business Services. (Government Code 915, 915.2)

A claim may be submitted electronically in the manner specified by the Superintendent or designee. (Government Code 915, 915.2)

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's JPA or insurance carrier in accordance with the applicable conditions of coverage.

**Review of Contents of the Claim**

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant

2. The post office address to which the person presenting the claim desires notices to be sent

3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted

4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim

5. The name(s) of the district employee(s) causing the injury, damage, or loss, if known

6. The amount claimed if it totals less than $10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed

   If the amount claimed exceeds $10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case as specified in Code of Civil Procedure 85 and 86.

7. The signature of the claimant or the person acting on the claimant's behalf

**Notice of Claim Insufficiency**

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, provide a notice in

the manner specified in Government Code 915.4 that states the particular defects or omission in the claim. (Government Code 910.8)

The District shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

**Amendment to Claims**

Within the time limits provided in "Time Limitations" above or prior to final action by the District,, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

**Late Claims**

When a claim that is required to be presented not later than six months after the accrual of the cause of action, as specified in "Time Limitations" above, is not presented within that time, an application to present a late claim may be presented to the District, in the manner specified in Government Code 915 and 915.2, within a reasonable time not to exceed one year after the accrual of the cause of action. The application shall include the proposed claim and shall state the reason for the delay in presenting the claim. (Government Code 911.4)

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee shall, within 45 days, give written notice, in the manner specified in Government Code 911.3, that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The District shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the District, its JPA, and insurance providers, provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The District shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit

2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim

3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason the person failed to present the claim

4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8 and in the manner specified in Government

Code 915.4.

If the District does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

**Action on Claims**

Within 45 days after the presentation or amendment of a claim, the District, its JPA or insurance provider, shall take action on the claim. This time limit may be extended by written agreement between the district, its JPA and insurance providers, and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

The District may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the District finds that the claim is not a proper charge against the district, the claim shall be rejected

2. If the District finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed

3. If the District finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance

4. If legal liability of the district or the amount justly due is disputed, the District, its JPA or insurance provider, may reject or compromise the claim

5. If the District takes no action on the claim, the claim shall be deemed rejected

In accordance with Government Code 935.4, the Board delegates to the Superintendent and Assistant Superintendents, the authority to allow, compromise, or settle claims of $50,000 or less pursuant to any conditions of coverage in the district's JPA agreement or insurance coverage.

If the District allows the claim, in whole or in part, or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the District may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or its designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall be provided in the manner specified in Government Code 915.4. (Government Code 913)

**Registry of Public Agencies**

Within 10 days of any change in the full, legal name of the district, the mailing address of the Board, or the names, titles, and addresses of the Board president, the Board clerk or secretary, or other Board members, the Superintendent or designee shall file the updated information with the Secretary of State and the County Clerk. (Government Code 53051)

**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 |
|---|---|
| Code of Civil Procedure 340.1 | Action for recovery of damages suffered as result of childhood sexual assault |
| Code of Civil Procedure 340.11 | Action for recovery of damages suffered as a result of childhood sexual assault that occurred before January 1, 2024 |
| Code of Civil Procedure 85-86 | Limited civil cases; amount in controversy |
| Ed. Code 35200 | Liability for debts and contracts |
| Ed. Code 35202 | Claims against districts; applicability of Government Code |
| Gov. Code 53051 | Information filed with secretary of state and county clerk |
| Gov. Code 6500-6536 | Joint powers agreements |
| Gov. Code 800 | Cost in civil actions |
| Gov. Code 810-996.6 | Government Claims Act |
| Pen. Code 72 | Fraudulent claims |

| Management Resources | Description |
|---|---|
| Court Decision | Hovd v. Hayward Unified School District (1977) 74 Cal.App.3d 470 |
| Court Decision | Stockett v. Association of California Water Agencies Joint Powers Insurance Authority (2004) 34 Cal.4th 441 |
| Court Decision | City of Stockton v. Superior Court (2007) 42 Cal. 4th 730 |
| Court Decision | Connelly v. County of Fresno (2006) 146 Cal.App.4th 29 |
| Court Decision | CSEA v. Azusa Unified School District (1984) 152 Cal.App.3d 580 |
| Court Decision | CSEA v. South Orange Community College District (2004) 124 Cal.App.4th 574 |

# Policy 3515.5: Sex Offender Notification

**Status:** ADOPTED

**Original Adopted Date:** ~~08/25/2009~~02/01/1999 | **Last Revised Date:** 12/01/2024 | **Last Reviewed Date:** 12/01/2024

In order to protect students while they are traveling to and from school, or attending school or a school-related activity, the Governing Board ~~of Education~~ believes it is important that the district respond appropriately when a law enforcement agency notifies the district about registered sex offenders who may reside or work within district boundaries.

The Superintendent or designee shall establish an ongoing relationship with law enforcement officials to coordinate the receipt and dissemination of such information. To the extent authorized by law, the Superintendent or designee also shall establish procedures for notifying appropriate staff as necessary.

~~To protect the~~

Any district ~~and its employees from liability, employees shall disseminate~~employee to whom sex offender information ~~in good faith, and~~is disclosed by a law enforcement entity shall disclose the information only ~~in the manner and to the extent~~when authorized by the law enforcement ~~agency.~~

entity and in the manner authorized.

The Superintendent or designee may annually notify parents/guardians of the availability of information about registered sex offenders on the Department of Justice's ~~Internet website.~~Megan's Law website.

## Role of District Police/Security Department

In accordance with law, Board policy and administrative regulation, the district police/security department may disseminate information about registered sex offenders to the school community. The district police/security department shall consult with local law enforcement and the Superintendent or designee prior to any such dissemination.

When a registered sex offender's email address or username used for instant messaging or social networking or other internet identifier, as defined in Penal Code 290.024, is submitted to the district police/security department, such information shall only be used by the department or released to another law enforcement entity for the purpose of investigating a sex-related crime, a kidnapping, or human trafficking. No other disclosure shall be made or authorized by the

department, except as required by a court order. (Penal Code 290.45)

The district police/security department shall maintain records of the means and dates of dissemination for five years. (Penal Code 290.45)

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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 32211 | Threatened disruption or interference with classes |
| Ed. Code 35160 | Authority of governing boards |
| Ed. Code 35160.1 | Broad authority of school districts |
| Ed. Code 48981 | Parental notifications |
| Ed. Code 48985 | Translation of notifications |
| Pen. Code 290 | Registration of sex offenders |
| Pen. Code 290.024 | Internet identifiers; definition |
| Pen. Code 290.4 | Information regarding sex offenders |
| Pen. Code 290.45 | Sex offenders; authority of peace officers to provide information |
| Pen. Code 290.46 | Making information about certain sex offenders available via the Internet |
| Pen. Code 290.9 | Addresses of persons who violate duty to register |
| Pen. Code 290.95 | Disclosure by person required to register as sex offender |
| Pen. Code 3003 | Parole; geographic placement |
| Pen. Code 626.8 | Disruptions |
| Pen. Code 626.81 | Sex offender; permission to volunteer at school |
| Pen. Code 830.32 | School district and community college police |

| Federal | Description |
|---|---|
| 42 USC 14071 | Jacob Wetterling Crimes Against Children and Sexually Violent Offender Registration Program Act |

| Management Resources | Description |
|---|---|
| Attorney General Opinion | 82 Ops.Cal.Atty.Gen. 20 (1999) |

## Policy 3515.5: Sex Offender Notification

**Status:** ADOPTED

**Original Adopted Date:** 08/25/2009

In order to protect students while they are traveling to and from school, or attending school or a school-related activity, the Governing Board believes it is important that the district respond appropriately when a law enforcement agency notifies the district about registered sex offenders who may reside or work within district boundaries.

The Superintendent or designee shall establish an ongoing relationship with law enforcement officials to coordinate the receipt and dissemination of such information. To the extent authorized by law, the Superintendent or designee also shall establish procedures for notifying appropriate staff as necessary.

Any district employee to whom sex offender information is disclosed by a law enforcement entity shall disclose the information only when authorized by the law enforcement entity and in the manner authorized.

The Superintendent or designee may annually notify parents/guardians of the availability of information about registered sex offenders on the Department of Justice's Megan's Law website.

**Role of District Police/Security Department**

In accordance with law, Board policy and administrative regulation, the district police/security department may disseminate information about registered sex offenders to the school community. The district police/security department shall consult with local law enforcement and the Superintendent or designee prior to any such dissemination.

When a registered sex offender's email address or username used for instant messaging or social networking or other internet identifier, as defined in Penal Code 290.024, is submitted to the district police/security department, such information shall only be used by the department or released to another law enforcement entity for the purpose of investigating a sex-related crime, a kidnapping, or human trafficking. No other disclosure shall be made or authorized by the department, except as required by a court order. (Penal Code 290.45)

The district police/security department shall maintain records of the means and dates of dissemination for five years. (Penal Code 290.45)

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# Policy 3580: District Records

**Status:** ADOPTED

**Original Adopted Date:** 11/~~15/2016~~01/2009 | **Last Revised Date:** 03/01/2025 | **Last Reviewed Date:** ~~11/15/2016~~03/01/2025

The Governing Board recognizes the importance of securing and retaining district documents. The Superintendent or designee shall ensure that district records are developed, maintained, and disposed of in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee shall consult with district legal counsel, site administrators, district information technology staff, personnel department staff, and others as necessary to develop a secure document management system that provides for the storage, retrieval, archiving, and destruction of district documents, including electronically stored information such as email. This document management system shall be designed to comply with state and federal laws regarding security of records, record retention and destruction, response to "litigation hold" discovery requests, and the recovery of records in the event of a disaster or emergency.

The Superintendent or designee shall ensure the confidentiality of records as required by law and shall establish regulations to safeguard data against damage, loss, or theft~~.~~

, including damage, loss, or theft which may be caused by cybersecurity breaches.

The Superintendent or designee shall ensure that employees receive information about the district's document management system, including retention and confidentiality requirements and an employee's obligations in the event of a litigation hold or California Public Records Act request established on the advice of legal counsel.

Additionally, the Superintendent or designee shall ensure that employees receive information and training about cybersecurity, including ways to protect district records from breaches to the district's digital infrastructure.

If the district discovers or is notified that a breach ~~of~~in the security of district records ~~containing unencrypted~~ has resulted in the release of personal information ~~has occurred~~, the Superintendent or designee shall notify every individual whose personal information was, or is reasonably believed to have been, acquired by an unauthorized person~~.~~, if that information was either unencrypted or encrypted under the circumstances specified in Civil Code 1798.29. "Personal information" includes, but is not limited to, a social security number, driver's license or identification card number, medical information, health insurance information, or an account number in combination with an access code or password that would permit access to a financial account. (Civil Code 1798.29)

The Superintendent or designee shall provide the notice in a timely manner either in writing or electronically, unless otherwise provided in law. The notice shall include the material specified in Civil Code 1798.29, be formatted as required, and be distributed in a timely manner, consistent with the legitimate needs of law enforcement to conduct an uncompromised investigation or any measures necessary to determine the scope of the breach and restore reasonable integrity of the data system. (Civil Code 1798.29)

If the district experiences a cyberattack that impacts more than 500 students or personnel, the Superintendent or designee shall report the cyberattack to the California Cybersecurity Integration Center. (Education Code 35266)

**Safe at Home Program**

District public records shall not include the actual addresses of students, parents/guardians, or employees when a substitute address is designated by the Secretary of State pursuant to the Safe at Home program. (Government Code 6206, 6207)

When a substitute address card is provided pursuant to this program, the confidential, actual address may be used only to establish district residency requirements for enrollment and for school emergency purposes.

Records containing a participant's confidential address information shall be kept in a confidential location and not shared with the public.

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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 ~~Governing Board~~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 16020-16022 | Records; general provisions |
| 5 CCR 16023-16027 | District records; retention and destruction |
| 5 CCR 430-438 | Individual student records |
| Civ. Code 1798.29 | District records; breach of security |
| Code of Civil Procedure 1985.8 | Electronic Discovery Act |

## Policy 3580: District Records

**Status:** ADOPTED

**Original Adopted Date:** 11/15/2016 **| Last Reviewed Date: | Last Revised Date:**

The Governing Board recognizes the importance of securing and retaining district documents. The Superintendent or designee shall ensure that district records are developed, maintained, and disposed of in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee shall consult with district legal counsel, site administrators, district information technology staff, personnel department staff, and others as necessary to develop a secure document management system that provides for the storage, retrieval, archiving, and destruction of district documents, including electronically stored information such as email. This document management system shall be designed to comply with state and federal laws regarding security of records, record retention and destruction, response to "litigation hold" discovery requests, and the recovery of records in the event of a disaster or emergency.

The Superintendent or designee shall ensure the confidentiality of records as required by law and shall establish regulations to safeguard data against damage, loss, or theft, including damage, loss, or theft which may be caused by cybersecurity breaches.

The Superintendent or designee shall ensure that employees receive information about the district's document management system, including retention and confidentiality requirements and an employee's obligations in the event of a litigation hold or California Public Records Act request established on the advice of legal counsel. Additionally, the Superintendent or designee shall ensure that employees receive information and training about cybersecurity, including ways to protect district records from breaches to the district's digital infrastructure.

If the district discovers or is notified that a breach in the security of district records has resulted in the release of personal information, the Superintendent or designee shall notify every individual whose personal information was, or is reasonably believed to have been, acquired by an unauthorized person, if that information was either unencrypted or encrypted under the circumstances specified in Civil Code 1798.29. "Personal information" includes, but is not limited to, a social security number, driver's license or identification card number, medical information, health insurance information, or an account number in combination with an access code or password that would permit access to a financial account. (Civil Code 1798.29)

The Superintendent or designee shall provide the notice in a timely manner either in writing or electronically, unless otherwise provided in law. The notice shall include the material specified in Civil Code 1798.29, be formatted as required, and be distributed in a timely manner, consistent with the legitimate needs of law enforcement to conduct an uncompromised investigation or any measures necessary to determine the scope of the breach and restore reasonable integrity of the data system. (Civil Code 1798.29)

If the district experiences a cyberattack that impacts more than 500 students or personnel, the

Superintendent or designee shall report the cyberattack to the California Cybersecurity Integration Center. (Education Code 35266)

**Safe at Home Program**

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When a substitute address card is provided pursuant to this program, the confidential, actual address may be used only to establish district residency requirements for enrollment and for school emergency purposes.

Records containing a participant's confidential address information shall be kept in a confidential location and not shared with the public.

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| 5 CCR 16020-16022 | Records; general provisions |
| 5 CCR 16023-16027 | District records; retention and destruction |
| 5 CCR 430-438 | Individual student records |
| Civ. Code 1798.29 | District records; breach of security |
| Code of Civil Procedure 1985.8 | Electronic Discovery Act |
| Code of Civil Procedure 2031.010-2031.060 | Civil Discovery Act; scope of discovery demand |
| Code of Civil Procedure 2031.210-2031.320 | Civil Discovery Act; response to inspection demand |
| Ed. Code 35145 | Public meetings |
| Ed. Code 35163 | Official actions, minutes and journal |
| Ed. Code 35252-35255 | Records and reports |
| Ed. Code 35266 | Cybersecurity |
| Ed. Code 44031 | Personnel file contents and inspection |
| Ed. Code 49065 | Reasonable charge for transcripts |
| Ed. Code 49069.7 | Absolute right to access |
| Gov. Code 11549.3 | Office of Information Security |

## Policy 4033: Lactation Accommodation

**Status:** ADOPTED

**Original Adopted Date:** ~~05/13/2012~~07/01/2011 | **Last Revised Date:** ~~09/24/2024~~06/01/2025 | **Last Reviewed Date:** ~~09/24/2024~~06/01/2025

The Governing Board recognizes the immediate and long-term health benefits of ~~breastfeeding~~breast milk and desires to provide a supportive environment for any district employee to express breast milk for an infant child upon returning to work following the birth of the child. The Board prohibits discrimination, harassment, and/or retaliation against any district employee for seeking an accommodation to express breast milk for an infant child while at work.

An employee shall notify the employee's supervisor or other appropriate district administrator in advance of the intent to request an accommodation. The supervisor or appropriate district administrator shall respond to the request and shall work with the employee to make arrangements. If needed, the supervisor or appropriate district administrator shall address scheduling in order to ensure that the employee's essential job duties are covered during the break time.

Lactation accommodations shall be granted unless there exist limited circumstances ~~exist,~~ as specified in law. (Labor Code 1031, 1032; 29 USC 218d, 42 USC 2000gg-1)

Before a determination is made to deny lactation accommodations to an employee, the employee's supervisor shall consult with the Superintendent or designee. When lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.

The Superintendent or designee shall provide a written response to any employee who was denied the accommodation(s). (Labor Code 1034)

The district shall include this policy in its employee handbook or in any set of policies that the district makes available to employees. In addition, the Superintendent or designee shall distribute this policy to new employees upon hire and when an employee makes an inquiry about or requests parental leave. (Labor Code 1034)

**Break Time and Location Requirements**

~~The~~
For at least a year after the birth of a child, the district shall provide a reasonable amount of break time to accommodate an employee each time the employee has a need to express breast milk for an infant child. (Labor Code 1030; 42 USC 2000gg-1~~; 34 CFR 106.57~~)

To the extent possible, any break time granted for lactation accommodation shall run concurrently with the break time already provided to the employee. Any additional break time used by a non-exempt employee for this purpose shall be unpaid. (Labor Code 1030; 29 USC 218d)

The employee shall be provided a lactation space which may be used by the employee for expressing breast milk ~~or breastfeeding~~ as needed. The lactation space shall be a private room or location, other than a bathroom, which may be the employee's work area or another location that is in close proximity to the employee's work area~~,~~ and shall meet the following requirements: (Labor Code 1031; 29 USC 218d~~; 34 CFR 106.57)~~)

1. Is shielded from view and free from intrusion while the employee is expressing breast milk
2. Is safe, clean, and free of hazardous materials, as defined in Labor Code 6382
3. Contains a place to sit and a surface to place a breast pump and personal items
4. Has access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump
5. Has access to a sink with running water and a refrigerator or, if a refrigerator cannot be provided, another cooling device suitable for storing breast milk in close proximity to the employee's workspace

If a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over other uses for the time it is in use for lactation purposes. (Labor Code 1031)

**Dispute Resolution**

An employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)
~~Complaints alleging sex discrimination under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.~~

Additionally, an employee may file a complaint with the Wage and Hour Division of the U.S~~.~~ Department of Labor for an alleged violation of the Providing Urgent Maternal Protections for Nursing Mothers Act and/or the Equal Employment Opportunity Commission for failure to provide reasonable accommodations pursuant to the Pregnant Workers Fairness Act. (29 USC 218c, 218d, 42 USC 2000gg-2).

~~In addition, an employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)~~

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

| State | Description |
|---|---|
| 2 CCR 11035-11051 | Unlawful sex discrimination; pregnancy, childbirth, and related medical conditions |
| Civ. Code 43.3 | Right of mothers to breastfeed in any public or private location |
| Ed. Code 200-262.4 | Prohibition of discrimination |
| Gov. Code 12925-12954 | Unlawful discriminatory employment practices |
| Gov. Code 12945 | Unlawful discrimination based on pregnancy, childbirth, or related medical conditions |
| Lab. Code 1030-1034 | Lactation Accommodation |
| Lab. Code 6382 | Procedure for listing hazardous substances |
| **Federal** | **Description** |
| 29 CFR 1636 | Implementation of the Pregnant Workers Fairness Act |
| 29 USC 218c | Fair Labor Standards Act; protections for employees |
| 29 USC 218d | Fair Labor Standards Act; Providing Urgent Maternal Protections for Nursing Mothers (PUMP) Act |
| 42 USC 2000gg-2000gg-6 | Pregnant Workers Fairness Act |
| U.S. DoL, Wage and Hour Div., Publication | Education FAQs: Pump at Work Frequently Asked Questions |
| **Management Resources** | **Description** |
| CA Department of Industrial Relations Publication | Rest Periods/Lactation Accommodation, Frequently Asked Questions |
| California Civil Rights Department Decision | Department of Fair Employment and Housing v. Acosta Tacos (Chavez), FEHC Precedential Decision 09-03P, 2009 |
| California Department of Public Health Publication | Lactation Accommodation for Employers |
| Office of the Surgeon General Publication | The Surgeon General's Call to Action to Support Breastfeeding, 2011 |
| U.S. DoL, Wage and Hour Div., Publication | Frequently Asked Questions: Pumping Breast Milk at Work |

## Policy 4033: Lactation Accommodation

**Status:** ADOPTED

**Original Adopted Date:** 05/13/2012 **| Last Revised Date: | Last Reviewed Date:**

The Governing Board recognizes the immediate and long-term health benefits of breast milk and desires to provide a supportive environment for any district employee to express breast milk for an infant child upon returning to work following the birth of the child. The Board prohibits discrimination, harassment, and/or retaliation against any district employee for seeking an accommodation to express breast milk for an infant child while at work.

An employee shall notify the employee's supervisor or other appropriate district administrator in advance of the intent to request an accommodation. The supervisor or appropriate district administrator shall respond to the request and shall work with the employee to make arrangements. If needed, the supervisor or appropriate district administrator shall address scheduling in order to ensure that the employee's essential job duties are covered during the break time.

Lactation accommodations shall be granted unless there exist limited circumstances, as specified in law. (Labor Code 1031, 1032; 29 USC 218d, 42 USC 2000gg-1)

Before a determination is made to deny lactation accommodations to an employee, the employee's supervisor shall consult with the Superintendent or designee. When lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.

The Superintendent or designee shall provide a written response to any employee who was denied the accommodation(s). (Labor Code 1034)

The district shall include this policy in its employee handbook or in any set of policies that the district makes available to employees. In addition, the Superintendent or designee shall distribute this policy to new employees upon hire and when an employee makes an inquiry about or requests parental leave. (Labor Code 1034)

**Break Time and Location Requirements**

For at least a year after the birth of a child, the district shall provide a reasonable amount of break time to accommodate an employee each time the employee has a need to express breast milk for an infant child. (Labor Code 1030; 42 USC 2000gg-1)

To the extent possible, any break time granted for lactation accommodation shall run concurrently with the break time already provided to the employee. Any additional break time used by a non-exempt employee for this purpose shall be unpaid. (Labor Code 1030; 29 USC 218d)

The employee shall be provided a lactation space which may be used by the employee for expressing breast milk as needed. The lactation space shall be a private room or location, other than

a bathroom, which may be the employee's work area or another location that is in close proximity to the employee's work area and shall meet the following requirements: (Labor Code 1031; 29 USC 218d)

1. Is shielded from view and free from intrusion while the employee is expressing breast milk
2. Is safe, clean, and free of hazardous materials, as defined in Labor Code 6382
3. Contains a place to sit and a surface to place a breast pump and personal items
4. Has access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump
5. Has access to a sink with running water and a refrigerator or, if a refrigerator cannot be provided, another cooling device suitable for storing breast milk in close proximity to the employee's workspace

If a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over other uses for the time it is in use for lactation purposes. (Labor Code 1031)

**Dispute Resolution**

An employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)

Additionally, an employee may file a complaint with the Wage and Hour Division of the U.S Department of Labor for an alleged violation of the Providing Urgent Maternal Protections for Nursing Mothers Act and/or the Equal Employment Opportunity Commission for failure to provide reasonable accommodations pursuant to the Pregnant Workers Fairness Act. (29 USC 218c, 218d, 42 USC 2000gg-2).

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| State | Description |
|---|---|
| 2 CCR 11035-11051 | Unlawful sex discrimination; pregnancy, childbirth, and related medical conditions |
| Civ. Code 43.3 | Right of mothers to breastfeed in any public or private location |
| Ed. Code 200-262.4 | Prohibition of discrimination |
| Gov. Code 12925-12954 | Unlawful discriminatory employment practices |
| Gov. Code 12945 | Unlawful discrimination based on pregnancy, childbirth, or related medical conditions |

# Policy 5146: Married/Pregnant/Parenting Students

**Status:** ADOPTED

**Original Adopted Date:** ~~11/15/2016~~12/01/2013 | **Last Revised Date:** 06/01/~~14/~~2025 | **Last Reviewed Date:** 06/01/~~14~~/2025

The Governing Board recognizes that responsibilities pertaining to marriage, pregnancy, or parenting, including related obligations, ~~medical~~ conditions, or recovery, may disrupt a student's education and increase the chance of a student dropping out of school. The Board desires to minimize interruption to such students' educational progress by supporting married, pregnant, and parenting students in their continued education, assisting them to attain strong academic and parenting skills, and promoting the healthy development of their child(ren).

The district shall not exclude or deny any student from any educational program or activity, including any class or extracurricular activity, solely on the basis of the student's ~~current,~~actual or potential~~, or past~~ pregnancy, childbirth, false pregnancy, termination of pregnancy, ~~lactation,~~ or related ~~medical~~ conditions or recovery. In addition, the district shall not adopt any rule concerning a student's actual~~,~~ or potential~~, or past~~ parental, family, or marital status that ~~discriminates against and/or~~ treats a student differently on the basis of sex. (Education Code 221.51, 230; 5 CCR 4950; 34 CFR 106.40)

~~The~~
In accordance with Board Policy/Exhibit(1) 5145.6 - Parent/Guardian Notifications, the Superintendent or designee shall annually notify parents/guardians at the beginning of the school year of the rights and options available to pregnant and parenting students under the law. In addition, pregnant and parenting students shall be notified of the rights and options available under the law through annual school year welcome packets and through independent study packets. ~~(Education Code 222.5, 48980)~~

~~Any employee who is informed by a student, or a person who has a legal right to act on behalf of a student, of a student's pregnancy or related conditions shall provide that person with the Title IX Coordinator's contact information and inform the person that the Title IX Coordinator can coordinate specific acts to prevent sex discrimination, including sex-based harassment, and ensure the student's equal access to the district's education program or activity. (34 CFR 106.8)~~

~~When notified of a student's pregnancy or related conditions, the Title IX Coordinator shall provide the student, and if applicable the person who has a legal right to act on behalf of the student and who notified the Title IX Coordinator of the student's pregnancy or related conditions, with the district's notice of nondiscrimination, as specified in Administrative Regulation 5145.3 -~~(Education Code 222.5, 48980)

For district-related purposes, a student under 18 years of age who enters into a valid marriage is an emancipated minor who~~Nondiscrimination/Harassment and Exhibit (1) 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures. The Title IX Coordinator shall also coordinate actions specified in 34 CFR 106.40 to prevent discrimination against, and ensure equal access to, the student, including the following: (34 CFR 106.44)~~

1. Notifying the student that the district is required to not discriminate in its education program or activity against any student based on the student's current, potential, or past pregnancy or related conditions.

   However, a student's voluntary participation in a separate portion of the district's education program or activity does not constitute prohibited discrimination if the district ensures that the separate portion is comparable to that offered to students who are not pregnant and do not have related conditions.

2. To the extent consistent with 34 CFR 106.40(b)(3), ensuring that pregnancy or related conditions are treated in the same manner and under the same policies as any other temporary medical condition with respect to any medical or hospital benefit, service, plan, or policy the district administers, operates, offers, or participates in with respect to students admitted to the district's education program or activity.

3. Informing the student that the district may not require the student who is pregnant or has related conditions to provide certification from a healthcare provider or any other person verifying that the student is physically able to participate in the district's class, program, or extracurricular activity unless the certified level of physical ability of health is necessary for participation in the class, program, or extracurricular activity; the district requires such certification of all participating students; and, the information obtained is not used as a basis for Title IX discrimination.

For school-related purposes, a student under the age of 18 years who enters into a valid marriage shall have all the rights and privileges of students who are 18 years of age or older, even if the marriage has been dissolved. (Family Code 7002)(Family Code 7002)

Such rights include, but are not limited to, those related to the verification of student absences as specified in Administrative Regulation 5113 - Absences and Excuses, application for a work permit as specified in Administrative Regulation 5113.2 - Work Permits, and access to student records as specified in Administrative Regulation 5125 - Student Records.

**Education and Support Services for Pregnant and Parenting Students**

Pregnant and parenting students shall retain the right to participate in the regular education program or an alternative education program. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the student and/or the student's child.

Any alternative education program, activity, or course that is offered separately to students who are pregnant or parenting students, including any class or extracurricular activity, shall be equal to that offered to other district students. A student's participation in such programs shall be voluntary. (Education Code 221.51; 5 CCR 4950)

The
If required for students with any other temporary disabling condition, the Superintendent or designee shall notmay require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, lactation, or related medical conditions or recovery, to obtain certification from a physician or nurse practitioner indicating that the student is physically and emotionally able to continue participation in the district's education program or activity, including an extracurricular activity, unless the certified level of physical ability is necessary for participation and such

~~certification is required of all students.~~. (Education Code 221.51; 5 CCR 4950; 34 CFR 106.40)

To the extent feasible, the district shall provide educational and related support services, either directly or in collaboration with community agencies and organizations, to meet the needs of pregnant and parenting students and their children. Such services may include, but are not limited to:

1. Child care and development services for the children of parenting students on or near school site(s) during the school day and during ~~school~~district-sponsored activities
2. Parenting education and life skills instruction
3. Special school nutrition supplements for pregnant and lactating students pursuant to Education Code 49553, 42 USC 1786, and 7 CFR 246.1-246.28
4. Health care services, including prenatal care
5. Tobacco, alcohol, and/or drug prevention and intervention services
6. Academic and personal counseling
7. Supplemental instruction to assist students in achieving grade-level academic standards and progressing toward graduation

As appropriate, teachers, administrators, and/or other personnel who work with pregnant and parenting students shall receive related professional development.

**Absences**

~~Pregnant~~Students who are pregnant or parenting ~~students~~ may be excused for absences for medical appointments and other purposes specified in ~~BP/AR~~Board Policy/Administrative Regulation 5113 - Absences and Excuses.

A student shall be excused for absences to care for a sick child for whom the student is the custodial parent. A note from a physician shall not be required for such an absence. (Education Code 48205)

**Parental Leave**

A student who is pregnant or parenting~~, or has a related condition,~~ shall be entitled to parental leave ~~in order to protect the health of the student and/or the infant, and to allow the student to care for and bond with the infant~~as permitted by law. The period of the leave shall be the greater of eight weeks, or the length of time deemed medically necessary by the student's healthcare provider~~, or, if the district has a leave policy for which the student qualifies, the amount of time provided for in~~

~~such policy.~~. Such leave may be taken before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction. (Education Code 46015; 34 CFR 106.40)

The student, if ~~age~~ 18 years of age or older, or the student's ~~parent/guardian~~educational rights holder shall notify the ~~school~~district of the student's intent to take parental leave, although failure to do so does not abridge any of the rights provided to the student under this policy. (Education Code 46015)

No student shall be required to take all or part of the parental leave. (Education Code 46015~~; 34 CFR 106.40~~)

When a student takes parental leave, the attendance supervisor shall ensure that absences from the regular school program are excused until the student is able to return to the regular school program or an alternative education program. A student who is pregnant or parenting, or has related conditions, shall not be required to complete academic work or other school requirements during the period of the parental leave. (Education Code 46015)

Following the leave, a student who is pregnant or parenting, or has related conditions, may elect to return to the school and the course of study in which the student was enrolled before taking parental leave or to an alternative education option provided by the district. (Education Code 46015~~; 34 CFR 106.40~~)

Upon return to school, a student who is pregnant or parenting ~~student~~ shall have opportunities to make up work missed during the leave, including, but not limited to, makeup work plans and reenrollment in courses. (Education Code 46015)

When necessary to complete high school graduation requirements, the student may remain enrolled in school for a fifth year of instruction, unless the Superintendent or designee makes a finding that the student is reasonably able to complete district graduation requirements in time to graduate by the end of the fourth year of high school. (Education Code 46015)

**Accommodations**

When necessary, the district shall provide ~~reasonable~~ accommodations to enable a student who is pregnant or parenting~~, or with related conditions,~~ to access the educational program. ~~The district shall consult with the student when identifying potential modifications. Any modification accepted by the student shall be implemented. Any proposed modification that would fundamentally alter the nature of the district's education program or activity shall not be implemented. (34 CFR 106.40)~~

~~Reasonable modifications may include, but are not limited to: (34 CFR 106.40)~~

~~1. Breaks during class to express breast milk, breastfeed, or attend to health needs associated with pregnancy or related conditions, including eating, drinking, or using the restroom~~

~~2. Intermittent absences to attend medical appointments~~

3. Access to online or homebound education

4. Changes in schedule or course sequence

5. Extensions of time for coursework and rescheduling of tests and examinations

6. Allowing

   Additionally, a student to sit or stand, or carry or keep water nearby

7. Counseling

8. Changes in physical space or supplies, such as access to a larger desk or a footrest

9. Elevator access

10. Any other change to policies, practices, or procedures

A student who is pregnant, experiences a false pregnancy, or terminates a pregnancy, or who has a related conditionmust recover from any of these, shall have access to any services available to other students with temporary medical conditions. (34 CFR 106.40)

The schooldistrict shall provide reasonable accommodations to any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to: (Education Code 222; 34 CFR 106.40)

1. Access to a private and secure room, other than a restroom, that is clean, shielded from view, and free from intrusion by others to express breast milk or breastfeed an infant child
2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk
3. Access to a power source for a breast pump or any other equipment used to express breast milk
4. Access to a place to store expressed breast milk safely
5. A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child

**Complaints**

Any complaint alleging discrimination on the basis of a student's current,actual or potential, or past pregnancy, family, or marital, or parental status,; district noncompliance with the requirements of Education Code 46015 or 34 CFR 106.40,; or district noncompliance with the requirement to provide reasonable accommodations for lactating students, shall be investigated and resolved in

accordance with ~~the Title IX grievance procedures as specified in 34 CFR 106.44 and 106.45 and Board Policy/~~Administrative Regulation ~~5145.71 - Title IX Sex Discrimination and Sex-Based Harassment~~1312.3 - Uniform Complaint Procedures. ~~(Education Code 222, 46015; 5 CCR 4600-4670; 34 CFR 106.44, 106.45)~~

**Program Evaluation**

The Superintendent or designee shall periodically report to the Board regarding the effectiveness of district strategies to support ~~current, potential, and past~~ married, pregnant, and parenting students, which may include data on student participation in district programs and services, academic achievement, ~~school~~ attendance, graduation rate, and/or student feedback on district programs and services.

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

| State | Description |
|---|---|
| 22 CCR 101151-101239.2 | General requirements; licensed child care centers |
| 22 CCR 101351-101439.1 | Infant care centers |
| 5 CCR 4600-4670 | Uniform complaint procedures |
| 5 CCR 4950 | Nondiscrimination; marital and parental status |
| Ed. Code 221.51 | Nondiscrimination; married, pregnant, and parenting students |
| Ed. Code 222 | Reasonable accommodations; lactating students |
| Ed. Code 222.5 | Pregnant and parenting students; notification of rights |
| Ed. Code 230 | Sex discrimination |
| Ed. Code 46015 | Parental leave |
| Ed. Code 48050 | Residents of adjoining states |
| Ed. Code 48205 | Excused absences |
| Ed. Code 48206.3 | Temporary disability; definition |
| Ed. Code 48220 | Compulsory education requirement |
| Ed. Code 48410 | Persons exempted from continuation classes |
| Ed. Code 48980 | Parent/Guardian notifications |
| Ed. Code 49553 | Nutrition supplements for pregnant/lactating students |

## Policy 5146: Married/Pregnant/Parenting Students

**Status:** ADOPTED

**Original Adopted Date:** 11/15/2016 | **Last Revised Date:** 01/14/2025 | **Last Reviewed Date:** 01/14/2025

The Governing Board recognizes that responsibilities pertaining to marriage, pregnancy, or parenting, including related obligations, conditions, or recovery, may disrupt a student's education and increase the chance of a student dropping out of school. The Board desires to minimize interruption to such students' educational progress by supporting married, pregnant, and parenting students in their continued education, assisting them to attain strong academic and parenting skills, and promoting the healthy development of their child(ren).

The district shall not exclude or deny any student from any educational program or activity, including any class or extracurricular activity, solely on the basis of the student's actual or potential pregnancy, childbirth, false pregnancy, termination of pregnancy, or related conditions or recovery. In addition, the district shall not adopt any rule concerning a student's actual or potential parental, family, or marital status that treats a student differently on the basis of sex. (Education Code 221.51, 230; 5 CCR 4950; 34 CFR 106.40)

In accordance with Board Policy/Exhibit(1) 5145.6 - Parent/Guardian Notifications, the Superintendent or designee shall annually notify parents/guardians at the beginning of the school year of the rights and options available to pregnant and parenting students under the law. In addition, pregnant and parenting students shall be notified of the rights and options available under the law through annual school year welcome packets and through independent study packets. (Education Code 222.5, 48980)

For district-related purposes, a student under 18 years of age who enters into a valid marriage is an emancipated minor who shall have all the rights and privileges of students who are 18 years of age or older, even if the marriage has been dissolved. (Family Code 7002)

Such rights include, but are not limited to, those related to the verification of student absences as specified in Administrative Regulation 5113 - Absences and Excuses, application for a work permit as specified in Administrative Regulation 5113.2 - Work Permits, and access to student records as specified in Administrative Regulation 5125 - Student Records.

**Education and Support Services for Pregnant and Parenting Students**

Pregnant and parenting students shall retain the right to participate in the regular education program or an alternative education program. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the student and/or the student's child.

Any alternative education program, activity, or course that is offered separately to students who are pregnant or parenting, including any class or extracurricular activity, shall be equal to that offered to

other district students. A student's participation in such programs shall be voluntary. (Education Code 221.51; 5 CCR 4950)

If required for students with any other temporary disabling condition, the Superintendent or designee may require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, or related conditions or recovery, to obtain certification from a physician or nurse practitioner indicating that the student is physically and emotionally able to continue participation in the education program or activity. (Education Code 221.51; 5 CCR 4950; 34 CFR 106.40)

To the extent feasible, the district shall provide educational and related support services, either directly or in collaboration with community agencies and organizations, to meet the needs of pregnant and parenting students and their children. Such services may include, but are not limited to:

1. Child care and development services for the children of parenting students on or near school site(s) during the school day and during district-sponsored activities

2. Parenting education and life skills instruction

3. Special school nutrition supplements for pregnant and lactating students pursuant to Education Code 49553, 42 USC 1786, and 7 CFR 246.1-246.28

4. Health care services, including prenatal care

5. Tobacco, alcohol, and/or drug prevention and intervention services

6. Academic and personal counseling

7. Supplemental instruction to assist students in achieving grade-level academic standards and progressing toward graduation

As appropriate, teachers, administrators, and/or other personnel who work with pregnant and parenting students shall receive related professional development.

**Absences**

Students who are pregnant or parenting may be excused for absences for medical appointments and other purposes specified in Board Policy/Administrative Regulation 5113 - Absences and Excuses.

A student shall be excused for absences to care for a sick child for whom the student is the custodial parent. A note from a physician shall not be required for such an absence. (Education Code 48205)

**Parental Leave**

A student who is pregnant or parenting shall be entitled to parental leave as permitted by law. The period of the leave shall be the greater of eight weeks, or the length of time deemed medically necessary by the student's healthcare provider. Such leave may be taken before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction. (Education Code 46015; 34

CFR 106.40)

The student, if 18 years of age or older, or the student's educational rights holder shall notify the district of the student's intent to take parental leave, although failure to do so does not abridge any of the rights provided to the student under this policy. (Education Code 46015)

No student shall be required to take all or part of the parental leave. (Education Code 46015)

When a student takes parental leave, the attendance supervisor shall ensure that absences from the regular school program are excused until the student is able to return to the regular school program or an alternative education program. A student who is pregnant or parenting, or has related conditions, shall not be required to complete academic work or other school requirements during the period of the parental leave. (Education Code 46015)

Following the leave, a student who is pregnant or parenting, or has related conditions, may elect to return to the school and the course of study in which the student was enrolled before taking parental leave or to an alternative education option provided by the district. (Education Code 46015)

Upon return to school, a student who is pregnant or parenting shall have opportunities to make up work missed during the leave, including, but not limited to, makeup work plans and reenrollment in courses. (Education Code 46015)

When necessary to complete high school graduation requirements, the student may remain enrolled in school for a fifth year of instruction, unless the Superintendent or designee makes a finding that the student is reasonably able to complete district graduation requirements in time to graduate by the end of the fourth year of high school. (Education Code 46015)

**Accommodations**

When necessary, the district shall provide accommodations to enable a student who is pregnant or parenting to access the educational program.

Additionally, a student who is pregnant, experiences a false pregnancy, or terminates a pregnancy, or who must recover from any of these, shall have access to any services available to other students with temporary medical conditions. (34 CFR 106.40)

The district shall provide reasonable accommodations to any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to: (Education Code 222)

1. Access to a private and secure room, other than a restroom, to express breast milk or breastfeed an infant child

2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk

3. Access to a power source for a breast pump or any other equipment used to express breast milk

4. Access to a place to store expressed breast milk safely

5. A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child

**Complaints**

Any complaint alleging discrimination on the basis of a student's actual or potential pregnancy, marital, or parental status; district noncompliance with the requirements of Education Code 46015; or district noncompliance with the requirement to provide reasonable accommodations for lactating students shall be investigated and resolved in accordance with Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures.

**Program Evaluation**

The Superintendent or designee shall periodically report to the Board regarding the effectiveness of district strategies to support married, pregnant, and parenting students, which may include data on student participation in district programs and services, academic achievement, attendance, graduation rate, and/or student feedback on district programs and services.

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

| State | Description |
|---|---|
| 22 CCR 101151-101239.2 | General requirements; licensed child care centers |
| 22 CCR 101351-101439.1 | Infant care centers |
| 5 CCR 4600-4670 | Uniform complaint procedures |
| 5 CCR 4950 | Nondiscrimination; marital and parental status |
| Ed. Code 221.51 | Nondiscrimination; married, pregnant, and parenting students |
| Ed. Code 222 | Reasonable accommodations; lactating students |
| Ed. Code 222.5 | Pregnant and parenting students; notification of rights |
| Ed. Code 230 | Sex discrimination |
| Ed. Code 46015 | Parental leave |
| Ed. Code 48050 | Residents of adjoining states |
| Ed. Code 48205 | Excused absences |
| Ed. Code 48206.3 | Temporary disability; definition |

## Policy 6142.91: Reading/Language Arts Instruction

**Status:** ADOPTED

**Original Adopted Date:** ~~08/25/2009~~07/01/2005 | **Last Revised Date:** ~~08/12/2014~~06/01/2025 | **Last Reviewed Date:** ~~08/12/2014~~06/01/2025

The Governing Board recognizes that reading and other language arts constitute the basic foundation for learning in other areas of study. The Board desires to offer a comprehensive, balanced reading/language arts program that ensures all students have the skills necessary to read fluently and for meaning, and develops students' appreciation for literature. The program shall integrate reading, and oral and written language arts activities in order to build effective communication skills~~.~~, including listening, speaking, and composition.

For each grade level, the Board shall adopt instructional materials that meet or exceed the Common Core State Standards in the following strands:

~~For each grade level, the Board shall adopt academic standards that meet or exceed Common Core State Standards in the following strands:~~

1. Reading: Foundational skills, text complexity and analysis, and the growth of comprehension
2. Writing: Text types, responding to reading, production and distribution of writings, and research
3. Speaking and listening: Oral language development, comprehension, flexible communication, and collaboration
4. Language: Conventions, effective use, knowledge of language, and vocabulary

The Superintendent or designee shall ensure that the district's ~~reading/language arts~~ program offers sufficient access to standards-aligned textbooks and other instructional materials. The program shall provide instructional materials of varying levels of difficulty, including fiction and nonfiction works, so that students are continually reading at an appropriate level. In addition, technology should be available to support all areas of literacy.

### Screening for Risk of Reading Difficulties

The Board shall adopt, at a public meeting, one or more screening instruments to assess students in grades kindergarten-2 for risk of reading difficulties. The screening instrument(s) adopted by the Board shall provide assessments for both English-speaking and non-English speaking students, in languages reflecting the primary languages of students in the district, to the extent assessments in those languages are available. (Education Code 53008)

The district shall annually assess each student in grades kindergarten-2 for risk of reading difficulties. In determining when during the school year to screen students, the district shall consider whether students have received sufficient instruction in foundational reading skills to support a valid assessment. The district may provide additional student screenings or diagnostic evaluations, as appropriate. (Education Code 53008)

If a student enrolls for the first time in grades kindergarten-2 after the screening instrument(s) has been administered, the district shall assess the student within 45 calendar days of enrollment, unless either: (Education Code 53008)

1. The student's parent/guardian opts out of the screening in writing
2. The student's parent/guardian provides documentation or the district has documentation that the student has had a similar screening in their prior school for their current grade and the parent/guardian was made aware of the results

Students who do not speak sufficient English to be screened with an English-language instrument shall be screened in their primary language if a screening instrument in their primary language is available. If a screening instrument is not available in at least one language in which a student is proficient, the student shall be screened in accordance with Education Code 53008.

When a student acquires sufficient English language knowledge and fluency to be able to be assessed using the district's screening instrument, or if a screening instrument in their primary language becomes available, the district shall assess that student using the appropriate screening instrument. (Education Code 53008)

A student may be exempted from the screening for risk of reading difficulties if the parent/guardian provides prior written consent and the student meets any of the following criteria: (Education Code 53008)

1. Has a current identification or diagnosis of a reading difficulty, reading disorder, or other disability
2. Is eligible for special education and related services pursuant to the Individuals with Disabilities Education Act (IDEA) or a plan pursuant to Section 504 of the Rehabilitation Act of 1973
3. Is in the process of being assessed for eligibility for special education and related services pursuant to IDEA or a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973, and the student is being evaluated with diagnostic assessments that make screening for risk of reading difficulties redundant

The district shall, no later than 15 calendar days before administration of the screening instrument(s), provide parents/guardians of students eligible for screening for risk of reading difficulties with information about the screening, including the date(s) of the screening and instructions for how parents/guardians can opt out of their child's screening. (Education Code 53008)

**Staffing and Professional Development**

Teachers are expected to use a variety of instructional strategies to accommodate the needs of beginning readers and the varying abilities of more advanced readers. The program shall provide ongoing diagnosis of students' skills and, as needed, may provide supplementary instruction during the school day and/or outside the regular school session to assist students who are experiencing difficulty learning to read.

The Superintendent or designee shall make available professional development opportunities that are designed to provide instructional staff with knowledge about how students develop language skills, the ability to analyze students' literacy levels, and mastery of a variety of instructional strategies and materials.

Employees administering screening instruments for risk of reading difficulties shall be appropriately trained to administer the instrument. (Education Code 53008)

**Program Evaluation**

The Superintendent or designee shall provide the Board with data from state and district reading assessments and program evaluations to enable the Board to monitor program effectiveness.

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

| State | Description |
|---|---|
| 5 CCR 11980-11985.6 | Mathematics and Reading Professional Development Program (AB 466 trainings) |
| 5 CCR 11991-11991.2 | Reading First achievement index |
| Ed. Code 33530-33548 | Instructional Quality Commission |
| Ed. Code 44755-44757.5 | Teacher Reading Instruction Development Program, K-3 |
| Ed. Code 51210 | Course of study for grades 1-6 |
| Ed. Code 51220 | Course of study for grades 7-12 |
| Ed. Code 51225.3 | High school graduation requirements |
| Ed. Code 53008 | Screening for risk of reading difficulties |
| Ed. Code 60119 | Sufficiency of textbooks and instructional materials; hearing and resolution |
| Ed. Code 60200.4 | Fundamental skills |

| | |
|---|---|
| Ed. Code 60207 | Curriculum frameworks |
| Ed. Code 60350-60352 | Core reading program instructional materials |
| Ed. Code 60605 | State-adopted content and performance standards in core curricular areas |
| Ed. Code 60605.8 | Common Core standards |
| Ed. Code 99220-99221 | California Reading Professional Development Institutes |
| Ed. Code 99230-99242 | Mathematics and Reading Professional Development Program (AB 466 trainings) |

| **Federal** | **Description** |
|---|---|
| 20 USC 6381-6381k | Even Start Family Literacy Program |
| 20 USC 6383 | Improving literacy through school libraries |

| **Management Resources** | **Description** |
|---|---|
| California Department of Education Publication | California Comprehensive State Literacy Plan (Draft), rev. May 2025 |
| California Department of Education Publication | English Language Arts/English Language Development Framework for California Public Schools: Kindergarten through Grade Twelve, 2014 |
| California Department of Education Publication | Recommended Literature: Kindergarten Through Grade Twelve |
| California Department of Education Publication | California Common Core State Standards: English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects, rev. March 2013 |
| Website | CSBA District and County Office of Education Legal Services |
| Website | CSBA |
| Website | California Department of Education |

**Cross References**

| **Code** | **Description** |
|---|---|
| 0500 | ~~Accountability~~Accountability |
| 4131 | ~~Staff Development~~Staff Development |
| ~~4131~~ | ~~Staff Development~~ |
| 4222 | ~~Teacher Aides/Paraprofessionals~~Teacher Aides/Paraprofessionals |

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|---|---|
| 4222 | ~~Teacher Aides/Paraprofessionals~~Teacher Aides/Paraprofessionals |
| 4231 | ~~Staff Development~~Staff Development |
| ~~4231~~ | ~~Staff Development~~ |
| 4331 | ~~Staff Development~~Staff Development |
| ~~4331~~ | ~~Staff Development~~ |
| 5148.2 | ~~Before/After School Programs~~Before/After School Programs |
| 5148.2 | ~~Before/After School Programs~~Before/After School Programs |
| 6011 | ~~Academic Standards~~Academic Standards |
| 6120 | ~~Response To Instruction And Intervention~~Response To Instruction And Intervention |
| 6141 | ~~Curriculum Development And Evaluation~~Curriculum Development And Evaluation |
| 6141 | ~~Curriculum Development And Evaluation~~Curriculum Development And Evaluation |
| 6141.4 | International Baccalaureate Program |
| 6142.94 | ~~History-Social Science Instruction~~History-Social Science Instruction |
| 6143 | ~~Courses Of Study~~Courses Of Study |
| 6143 | ~~Courses Of Study~~Courses Of Study |
| 6146.1 | ~~High School Graduation Requirements~~High School Graduation Requirements |
| 6146.4 | ~~Differential Graduation And Competency Standards For Students With Disabilities~~Differential Graduation And Competency Standards For Students With Disabilities |
| 6161.1 | ~~Selection And Evaluation Of Instructional Materials~~Selection And Evaluation Of Instructional Materials |
| 6161.1 | ~~Selection And Evaluation Of Instructional Materials~~Selection And Evaluation Of Instructional Materials |

| | |
|---|---|
| 6161.1 ~~- E PDF(1)~~ | ~~Selection And Evaluation Of Instructional Materials~~Selection And Evaluation Of Instructional Materials |
| 6161.11 | ~~Supplementary Instructional Materials~~Supplementary Instructional Materials |
| 6162.5 | ~~Student Assessment~~Student Assessment |
| 6162.51 | ~~State Academic Achievement Tests~~State Academic Achievement Tests |
| 6162.51 | ~~State Academic Achievement Tests~~State Academic Achievement Tests |
| 6163.1 | ~~Library Media Centers~~Library Media Centers |
| ~~6174~~6172 | ~~Education For English Learners~~Gifted And Talented Student Program |
| 6172 | Gifted And Talented Student Program |
| 6174 | ~~Education For English Learners~~Education For English Learners |
| 6174 ~~- E PDF(1)~~ | ~~Education For English Learners~~Education For English Learners |
| 6176 | ~~Weekend/Saturday Classes~~Weekend/Saturday Classes |
| ~~6176~~ | ~~Weekend/Saturday Classes~~ |
| 6177 | ~~Summer Learning Programs~~Summer Learning Programs |
| 6179 | ~~Supplemental Instruction~~Supplemental Instruction |
| ~~6179~~ | ~~Supplemental Instruction~~ |
| 6190 | ~~Evaluation Of The Instructional Program~~Evaluation Of The Instructional Program |

## Policy 6142.91: Reading/Language Arts Instruction

**Status:** ADOPTED

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

The Governing Board recognizes that reading and other language arts constitute the basic foundation for learning in other areas of study. The Board desires to offer a comprehensive, balanced reading/language arts program that ensures all students have the skills necessary to read fluently and for meaning, and develops students' appreciation for literature. The program shall integrate reading, and oral and written language arts activities in order to build effective communication skills, including listening, speaking, and composition.

For each grade level, the Board shall adopt instructional materials that meet or exceed the Common Core State Standards in the following strands:

1. Reading: Foundational skills, text complexity and analysis, and the growth of comprehension
2. Writing: Text types, responding to reading, production and distribution of writings, and research
3. Speaking and listening: Oral language development, comprehension, flexible communication, and collaboration
4. Language: Conventions, effective use, knowledge of language, and vocabulary

The Superintendent or designee shall ensure that the district's program offers sufficient access to standards-aligned textbooks and other instructional materials. The program shall provide instructional materials of varying levels of difficulty, including fiction and nonfiction works, so that students are continually reading at an appropriate level. In addition, technology should be available to support all areas of literacy.

**Screening for Risk of Reading Difficulties**

The Board shall adopt, at a public meeting, one or more screening instruments to assess students in grades kindergarten-2 for risk of reading difficulties. The screening instrument(s) adopted by the Board shall provide assessments for both English-speaking and non-English speaking students, in languages reflecting the primary languages of students in the district, to the extent assessments in those languages are available. (Education Code 53008)

The district shall annually assess each student in grades kindergarten-2 for risk of reading difficulties. In determining when during the school year to screen students, the district shall consider whether students have received sufficient instruction in foundational reading skills to support a valid assessment. The district may provide additional student screenings or diagnostic evaluations, as appropriate. (Education Code 53008)

If a student enrolls for the first time in grades kindergarten-2 after the screening instrument(s) has

been administered, the district shall assess the student within 45 calendar days of enrollment, unless either: (Education Code 53008)

1. The student's parent/guardian opts out of the screening in writing

2. The student's parent/guardian provides documentation or the district has documentation that the student has had a similar screening in their prior school for their current grade and the parent/guardian was made aware of the results

Students who do not speak sufficient English to be screened with an English-language instrument shall be screened in their primary language if a screening instrument in their primary language is available. If a screening instrument is not available in at least one language in which a student is proficient, the student shall be screened in accordance with Education Code 53008.

When a student acquires sufficient English language knowledge and fluency to be able to be assessed using the district's screening instrument, or if a screening instrument in their primary language becomes available, the district shall assess that student using the appropriate screening instrument. (Education Code 53008)

A student may be exempted from the screening for risk of reading difficulties if the parent/guardian provides prior written consent and the student meets any of the following criteria: (Education Code 53008)

1. Has a current identification or diagnosis of a reading difficulty, reading disorder, or other disability

2. Is eligible for special education and related services pursuant to the Individuals with Disabilities Education Act (IDEA) or a plan pursuant to Section 504 of the Rehabilitation Act of 1973

3. Is in the process of being assessed for eligibility for special education and related services pursuant to IDEA or a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973, and the student is being evaluated with diagnostic assessments that make screening for risk of reading difficulties redundant

The district shall, no later than 15 calendar days before administration of the screening instrument(s), provide parents/guardians of students eligible for screening for risk of reading difficulties with information about the screening, including the date(s) of the screening and instructions for how parents/guardians can opt out of their child's screening. (Education Code 53008)

**Staffing and Professional Development**

Teachers are expected to use a variety of instructional strategies to accommodate the needs of beginning readers and the varying abilities of more advanced readers. The program shall provide ongoing diagnosis of students' skills and, as needed, may provide supplementary instruction during the school day and/or outside the regular school session to assist students who are experiencing difficulty learning to read.

The Superintendent or designee shall make available professional development opportunities that are designed to provide instructional staff with knowledge about how students develop language

skills, the ability to analyze students' literacy levels, and mastery of a variety of instructional strategies and materials.

Employees administering screening instruments for risk of reading difficulties shall be appropriately trained to administer the instrument. (Education Code 53008)

**Program Evaluation**

The Superintendent or designee shall provide the Board with data from state and district reading assessments and program evaluations to enable the Board to monitor program effectiveness.

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**Policy Reference Disclaimer:**
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| State | Description |
|---|---|
| 5 CCR 11980-11985.6 | Mathematics and Reading Professional Development Program (AB 466 trainings) |
| 5 CCR 11991-11991.2 | Reading First achievement index |
| Ed. Code 33530-33548 | Instructional Quality Commission |
| Ed. Code 44755-44757.5 | Teacher Reading Instruction Development Program, K-3 |
| Ed. Code 51210 | Course of study for grades 1-6 |
| Ed. Code 51220 | Course of study for grades 7-12 |
| Ed. Code 51225.3 | High school graduation requirements |
| Ed. Code 53008 | Screening for risk of reading difficulties |
| Ed. Code 60119 | Sufficiency of textbooks and instructional materials; hearing and resolution |
| Ed. Code 60200.4 | Fundamental skills |
| Ed. Code 60207 | Curriculum frameworks |
| Ed. Code 60350-60352 | Core reading program instructional materials |
| Ed. Code 60605 | State-adopted content and performance standards in core curricular areas |
| Ed. Code 60605.8 | Common Core standards |
| Ed. Code 99220-99221 | California Reading Professional Development Institutes |
| Ed. Code 99230-99242 | Mathematics and Reading Professional Development Program (AB 466 trainings) |

| Federal | Description |
|---|---|

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

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**Item Title:** Approval of CSBA Recommended Updates via Special Release to Board Policies and Administrative Regulations Reviewed at the October 8, 2025 Board Policy Subcommittee Meeting: BP/AR 6141.2 Recognition of Religious Beliefs and Customs, BP/AR 6142.1 Sexual Health and HIV/AIDs Prevention Instruction, and BP/AR 6142.8 Comprehensive Health Education

**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. Whenever there are significant changes to federal and state laws, when new Bills are introduced, or court rulings are made that affect the existing policies, CSBA issues a special release.

The August 2025 special release from CSBA included policies and regulations reflecting a new court decision (Mahmoud v. Taylor). The guide sheet that offers a detailed explanation is included in this agenda. The following policies and regulations were reviewed by staff and presented to the Board Policy subcomittee for further review and discussion.

- BP/AR 6141.2 Recognition of Religious Beliefs and Customs
- BP/AR 6142.1 Sexual Health and HIV/AIDs Prevention Instruction
- BP/AR 5142.8 Comprehensive Health Education

After discussion the Board Policy subcommittee can direct staff to:

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

Staff was directed to add the above policies and regulations with the suggested edits made at the Board Policy subcommittee meeting on October 8, 2025 on the consent calendar for approval at the next regularly scheduled Board of Education meeting.

**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.| #6 - Allocation of funds must support our vision, mission, and guiding principles.| #7 - All employees must receive respectful treatment and professional support to achieve district goals.

**Submitted By:** Kirsten Zazo, Assistant Superintendent of Educational Services

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**ATTACHMENTS:**

| | Description | Upload Date | Type |
|---|---|---|---|
| 🗋 | BP 6141.2_Recognition of Religious Beliefs and Customs | 10/15/2025 | Backup Material |
| 🗋 | AR 6141.2_Recognition of Religious Beliefs and Customs | 10/15/2025 | Backup Material |
| 🗋 | BP 6142.1_Sexual Health and HIV/AIDs Presention Instruction_with edits from 10.8.25 BP mtg | 10/15/2025 | Backup Material |
| 🗋 | AR 6142.1_Sexual Health and HIV/AIDS Prevention Instruction | 10/15/2025 | Backup Material |
| 🗋 | BP 6142.8_Comprehensive Health Education | 10/15/2025 | Backup Material |
| 🗋 | AR 6142.8_Comprehensive Health Education_with edits from 10.8.25 BP mtg | 10/15/2025 | Backup Material |
| 🗋 | Guidesheet 8-25 | 10/15/2025 | Backup Material |

# Policy 6141.2: Recognition Of Religious Beliefs And Customs

**Status:** ADOPTED

**Original Adopted Date:** ~~08/25/2009~~12/01/1988 | **Last Revised Date:** ~~05/14/2024~~08/01/2025 |
**Last Reviewed Date:** ~~05/14/2024~~08/01/2025

The Governing Board recognizes that students' education would be incomplete without an understanding of the role of religion in society. As appropriate for a particular course, teachers may objectively discuss the influences of various religions, using religious works and symbols to illustrate their relationship with culture, literature, or the arts. The Board expects that such instruction will identify principles common to all religions and foster respect for the diversity of religions and customs in the world and be consistent with the adopted instructional materials and state standards, as applicable.

In order to respect each student's individual right to freedom of religious practice, religious indoctrination is forbidden in public schools. The Superintendent or designee shall ensure that instruction about religion does not promote or denigrate the beliefs or customs of any particular religion or sect, nor that a preference be shown for one religious viewpoint over another. ~~Staff members~~Teachers and other district staff shall be highly sensitive to their obligation not to interfere with the religious development of any student in whatever tradition the student embraces, and treat all religions and religious ~~conviction~~convictions, including nonbelief, with fairness and respect.

Staff shall not endorse, encourage, or solicit religious or anti-religious expression or activities among students during class time.

Staff shall not coerce students in prayer or other religious activities as part of their official duties. However, ~~Staff~~staff are not prohibited, when acting in their private capacity, from encouraging students' participation in personal prayer or other religious activity. Additionally, staff shall not prohibit or discourage any student from praying or otherwise expressing the student's religious belief so long as this does not disrupt the classroom or other ~~school~~ district-sponsored activity.

Students may express their beliefs about religion in their homework, artwork, and other class work if the expression is germane to the assignment. Such work shall be judged by ordinary academic standards, relevance, and other legitimate pedagogical objectives.

While teaching about religious holidays is a permissible part of the educational program, celebrating religious holidays is not allowed in the district. ~~School~~District-sponsored programs shall not be, nor have the effect of being, religiously oriented or a religious celebration. School and classroom decorations may express seasonal themes that are not religious in nature. The use of religious symbols that are part of a religious holiday is permitted as a teaching aid or resource provided that such symbols are displayed as an example of cultural and religious heritage of the holiday and temporary in nature.

Classroom methods in instruction about religion shall not include religious role-playing activities or simulated religious devotional acts.

Music, art, literature or drama programs having religious themes are permitted as part of the curriculum for ~~school~~district-sponsored activities and programs if presented in an objective manner and as a traditional part of cultural and religious heritage.

District schools shall not prohibit religious activities if the same or similar non-religious activities are permitted.

When required by law, the district shall notify parents/guardians that they may, via written request, opt their students out of instruction on the basis of their religious beliefs as specified in the accompanying administrative regulation. Students whose parents/guardians opt them out of such instruction may be offered an alternative activity of similar educational value. Additionally, a student shall not be subject to disciplinary action, academic penalty, or other sanction on the grounds that the student was opted out of such instruction.

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**Policy Reference Disclaimer:**
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| **State** | **Description** |
|---|---|
| Ed. Code 38130-38139 | Civic Center Act |
| Ed. Code 46014 | Absences for religious purposes |
| Ed. Code 51240 | Excuse from instruction due to religious beliefs |
| Ed. Code 51511 | Religious matters properly included in courses of study |
| Ed. Code 51930-51939 | California Healthy Youth Act |
| **Federal** | **Description** |
| 20 USC 4071-4074 | Equal Access Act |
| 20 USC 6061 | School prayer |
| 20 USC 7904 | School prayer |
| **Management Resources** | **Description** |
| California Department of Education Publication | Appendix F history social science framework for California public schools |

## Policy 6141.2: Recognition Of Religious Beliefs And Customs

**Status:** ADOPTED

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

The Governing Board recognizes that students' education would be incomplete without an understanding of the role of religion in society. As appropriate for a particular course, teachers may objectively discuss the influences of various religions, using religious works and symbols to illustrate their relationship with culture, literature, or the arts. The Board expects that such instruction will identify principles common to all religions and foster respect for the diversity of religions and customs in the world and be consistent with the adopted instructional materials and state standards, as applicable.

In order to respect each student's individual right to freedom of religious practice, religious indoctrination is forbidden in public schools. The Superintendent or designee shall ensure that instruction about religion does not promote or denigrate the beliefs or customs of any particular religion or sect, nor that a preference be shown for one religious viewpoint over another. Teachers and other district staff shall be highly sensitive to their obligation not to interfere with the religious development of any student in whatever tradition the student embraces, and treat all religions and religious convictions, including nonbelief, with fairness and respect.

Staff shall not endorse, encourage, or solicit religious or anti-religious expression or activities among students during class time.

Staff shall not coerce students in prayer or other religious activities as part of their official duties. However, staff are not prohibited, when acting in their private capacity, from encouraging students' participation in personal prayer or other religious activity. Additionally, staff shall not prohibit or discourage any student from praying or otherwise expressing the student's religious belief so long as this does not disrupt the classroom or other district-sponsored activity.

Students may express their beliefs about religion in their homework, artwork, and other class work if the expression is germane to the assignment. Such work shall be judged by ordinary academic standards, relevance, and other legitimate pedagogical objectives.

While teaching about religious holidays is a permissible part of the educational program, celebrating religious holidays is not allowed in the district. District-sponsored programs shall not be, nor have the effect of being, religiously oriented or a religious celebration. School and classroom decorations may express seasonal themes that are not religious in nature. The use of religious symbols that are part of a religious holiday is permitted as a teaching aid or resource provided that such symbols are displayed as an example of cultural and religious heritage of the holiday and temporary in nature.

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Music, art, literature or drama programs having religious themes are permitted as part of the

curriculum for district-sponsored activities and programs if presented in an objective manner and as a traditional part of cultural and religious heritage.

District schools shall not prohibit religious activities if the same or similar non-religious activities are permitted.

When required by law, the district shall notify parents/guardians that they may, via written request, opt their students out of instruction on the basis of their religious beliefs as specified in the accompanying administrative regulation. Students whose parents/guardians opt them out of such instruction may be offered an alternative activity of similar educational value. Additionally, a student shall not be subject to disciplinary action, academic penalty, or other sanction on the grounds that the student was opted out of such instruction.

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| **Federal** | **Description** |
| 20 USC 4071-4074 | Equal Access Act |
| 20 USC 6061 | School prayer |
| 20 USC 7904 | School prayer |
| **Management Resources** | **Description** |
| California Department of Education Publication | Appendix F history social science framework for California public schools |
| Court Decision | Mahmoud v. Taylor (2025) 606 U.S. ____ (2025 WL 1773627) |
| Court Decision | Florey v. Sioux Falls (1980) 619 F.2d 1311 |
| Court Decision | Fellowship of Christian Athletes v. San Jose Unified School District Board of Education (2023) 82 F.4th 664 |
| Court Decision | Kennedy v. Bremerton (2022) 142 S.Ct. 2407 |

# Regulation 6141.2: Recognition Of Religious Beliefs And Customs

**Status:** ADOPTED

**Original Adopted Date:** ~~08/25/2009~~05/01/1985 | **Last Revised Date:** ~~04/16/2024~~08/01/2025 | **Last Reviewed Date:** ~~04/16/2024~~08/01/2025

The Superintendent or designee shall ensure the following for the recognition of religious beliefs and customs in district schools:

1. The approach to religion is academic and not devotional
2. The goal is for student awareness of religion in historical and contemporary societies
3. The students may not be pressed to accept any one religion
4. The school may include the study of religion as part of the history-social science curriculum, but the practice of religions may not be sponsored
5. The students may be exposed to and educated about a diversity of religious views and beliefs, but a particular view or belief may not be imposed, nor may any one religion be promoted or denigrated

Staff shall make every effort to schedule one-time events, such as examinations, ~~school~~district-sponsored trips, special laboratories, picture-taking days, and class parties, to minimize conflicts with major religious holidays of all faiths such that no one faith is disproportionately impacted.

**Programs and Exhibits**

When ~~school~~district programs and exhibits are in any way related to instruction about religion or religious holidays, the following guidelines shall be observed:

1. The principal or designee shall ensure that ~~school~~district-sponsored programs are presented in an objective manner, consistent with the accompanying Board policy~~.~~
2. The principal or designee shall be kept informed of the program's development~~.~~
3. Program or exhibit planners shall take into consideration the diverse religious faiths represented in the community, student body, and staff~~.~~

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~~-~~Opt-Outs

When a parent/guardian submits a written request to opt the parent's/guardian's student out of instruction based on religious beliefs, customs, or practices, the request shall include the following:

1. The specific instructional content of which the student should be opted out

2. The specific religious belief(s), custom(s), and/or practice(s) with which the specific instructional content substantially interferes

3. How the specific instructional content substantially interferes with the specific religious belief(s), custom(s), and/or practice(s), including any grade level or individual student characteristics relevant to the opt-out request

As necessary, the Superintendent or designee may work with district legal counsel to evaluate each opt-out request and determine whether it shall be granted.

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| Court Decision | Kennedy v. Bremerton (2022) 142 S.Ct. 2407 |
| Court Decision | Cole v. Oroville Union High School District (2000, 9th Cir.) 228 F.3d 1092 |

## Regulation 6141.2: Recognition Of Religious Beliefs And Customs

**Status:** ADOPTED

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

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3. The students may not be pressed to accept any one religion
4. The school may include the study of religion as part of the history-social science curriculum, but the practice of religions may not be sponsored
5. The students may be exposed to and educated about a diversity of religious views and beliefs, but a particular view or belief may not be imposed, nor may any one religion be promoted or denigrated

Staff shall make every effort to schedule one-time events, such as examinations, district-sponsored trips, special laboratories, picture-taking days, and class parties, to minimize conflicts with major religious holidays of all faiths such that no one faith is disproportionately impacted.

**Programs and Exhibits**

When district programs and exhibits are in any way related to instruction about religion or religious holidays, the following guidelines shall be observed:

1. The principal or designee shall ensure that district-sponsored programs are presented in an objective manner, consistent with the accompanying Board policy
2. The principal or designee shall be kept informed of the program's development
3. Program or exhibit planners shall take into consideration the diverse religious faiths represented in the community, student body, and staff

**Opt-Outs**

When a parent/guardian submits a written request to opt the parent's/guardian's student out of instruction based on religious beliefs, customs, or practices, the request shall include the following:

1. The specific instructional content of which the student should be opted out
2. The specific religious belief(s), custom(s), and/or practice(s) with which the specific instructional content substantially interferes

3. How the specific instructional content substantially interferes with the specific religious belief(s), custom(s), and/or practice(s), including any grade level or individual student characteristics relevant to the opt-out request

As necessary, the Superintendent or designee may work with district legal counsel to evaluate each opt-out request and determine whether it shall be granted.

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| 20 USC 6061 | School prayer |
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| Court Decision | Fellowship of Christian Athletes v. San Jose Unified School District Board of Education (2023) 82 F.4th 664 |
| Court Decision | Kennedy v. Bremerton (2022) 142 S.Ct. 2407 |
| Court Decision | Cole v. Oroville Union High School District (2000, 9th Cir.) 228 F.3d 1092 |
| Court Decision | Lassonde v. Pleasanton Unified School District (2003, 9th Cir.) 320 F.3d 979 |
| Court Decision | Lemon v. Kurtzman (1971) 403 U.S. 602 |

## Policy 6142.1: Sexual Health And HIV/AIDS Prevention Instruction

**Status:** ADOPTED

**Original Adopted Date:** ~~08/25/2009~~07/01/2008 | **Last Revised Date:** ~~03/22/2022~~08/01/2025 | **Last Reviewed Date:** ~~03/22/2022~~08/01/2025

The Governing Board desires to provide a well-planned, integrated sequence of medically accurate and inclusive instruction ~~on~~in comprehensive sexual health and human immunodeficiency virus (HIV) prevention.

The ~~district's educational program~~district shall ~~address~~respect ~~-~~address the ~~goals~~rights of parents/guardians to ~~supervise~~ determine their students' ~~education on these subjects and to impart values to their children regarding human sexuality.~~ participation in comprehensive sexual health and HIV/AIDS prevention instruction.

As specified in the ~~California Healthy Youth Act pursuant to Education Code 51930-51939, including providing~~accompanying administrative regulation, the district shall strive to provide students with the knowledge and skills necessary to protect them from risks presented by sexually transmitted infections, unintended pregnancy, sexual harassment, sexual assault, sexual abuse, and human trafficking ~~and~~; to have healthy, positive, and safe relationships and behaviors~~. The district's educational program shall also promote students' understanding of~~; to understand sexuality as a normal part of human development; and ~~their development of~~to develop healthy attitudes and behaviors concerning adolescent growth and development, body image, gender, gender identity, gender expression, sexual orientation, relationships, marriage, and family.

~~The district~~ (Education Code 51930-51939)

Each student in grades 7-12 shall ~~respect the rights of parents/guardians to supervise their children's education on these subjects and to impart values regarding human sexuality to their children.~~

~~Comprehensive~~receive comprehensive sexual health ~~education~~ and HIV prevention education ~~shall be offered to all students in grades 7-12~~ at least once in junior high or middle school and at least once in high school~~.~~ unless the student's parent(s)/guardian(s) opt the student out of such instruction as specified in "Parent/Guardian Notification and Opt-Out" in the accompanying administrative regulation. (Education Code 51934)

~~The~~**General Criteria for Instruction and Materials**

The Superintendent or designee shall ensure that the district's comprehensive sexual health and HIV prevention education and the associated materials: (Education Code 51930, 51933)

1. Are age appropriate

2. Are medically accurate and objective

3. Are aligned with and support the following purposes:

    a. To provide students with the knowledge and skills necessary to protect their sexual and reproductive health from HIV and other sexually transmitted infections and from unintended pregnancy

    b. To provide students with the knowledge and skills they need to develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family

    c. To promote understanding of sexuality as a normal part of human development

    d. To ensure students receive integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention education and provide educators with clear tools and guidance to accomplish that end

    e. To provide students with the knowledge and skills necessary to have healthy, positive, and safe relationships and behaviors

4. Are appropriate for use with English learners, students with disabilities, and students of all races, genders, sexual orientations, and ethnic and cultural backgrounds

5. Are available on an equal basis to a student who is an English learner, consistent with the existing curriculum and alternative options for an English learner as otherwise provided in the Education Code

6. Are accessible to students with disabilities, including, but not limited to, the provision of a modified curriculum, materials, and instruction in alternative formats and auxiliary aids

7. Do not reflect or promote bias against any person in protected categories of discrimination pursuant to Education Code 220

8. Affirmatively recognize that people have different sexual orientations and, when discussing or providing examples of relationships and couples, shall be inclusive of same-sex relationships

9. Teach students about gender, gender expression, and gender identity, and explore the harm of negative gender stereotypes

10. Encourage students to communicate with their parents/guardians and other trusted adults about human sexuality and provide the knowledge and skills necessary to do so

11. Teach the value of and prepare students to have and maintain committed relationships such as marriage

12. Provide students with the knowledge and skills they need to form healthy relationships that are based on mutual respect and affection and are free from violence, coercion, harassment, and intimidation

13. Provide students with the knowledge and skills for making and implementing healthy decisions about sexuality, including communication and refusal skills to assist students in overcoming peer pressure and using effective decision-making skills to avoid high-risk

activities

14. Do not teach or promote religious doctrine

Additionally, the district's comprehensive sexual health education program shall include information on the affirmative consent standard. Affirmative consent is defined as affirmative, conscious, and voluntary agreement to engage in sexual activity. Teachers delivering such instruction shall consult information related to sexual harassment and violence in the state health curriculum framework. (Education Code 51225.36, 67386)

The Superintendent or designee shall identify appropriate methods for informing ~~the school community~~parents/guardians about subjects related to the district's comprehensive sexual health and HIV prevention education. The Superintendent or designee shall use such identified methods to inform parents/guardians of students in grades 6-12 about human trafficking prevention resources, as required pursuant to Education Code 49381.

**Parent/Guardian ~~Consent~~Notification and Opt-Out**

At the beginning of each school year or at the time of a student's enrollment, parents/guardians shall be notified, in the manner specified in the accompanying administrative regulation, that they may request in writing ~~that~~to opt their ~~child be excused from~~students out of participating in comprehensive sexual health and HIV prevention education. Students so excused ~~by their parents/guardians~~ shall be given an alternative educational activity. ~~(Education Code 51240, 51938, 51939)~~

~~A~~Additionally, a student shall not be subject to disciplinary action, academic penalty, or other sanction if the student's parent/guardian ~~declines to permit~~opts the student ~~to receive the~~out of such instruction. (Education Code 51240, 51938, 51939)

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| State | Description |
|---|---|
| Ed. Code 220 | Prohibition of discrimination |
| Ed. Code 231.7 | Resources on abuse and teen dating violence; local and national hotlines |
| Ed. Code 232.7 | Model policy and resources; body shaming |

## Policy 6142.1: Sexual Health And HIV/AIDS Prevention Instruction

**Status:** ADOPTED

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

The Governing Board desires to provide a well-planned, integrated sequence of medically accurate and inclusive instruction in comprehensive sexual health and human immunodeficiency virus (HIV) prevention.

The district shall address the rights of parents/guardians to determine their students' participation in comprehensive sexual health and HIV/AIDS prevention instruction.

As specified in the accompanying administrative regulation, the district shall strive to provide students with the knowledge and skills necessary to protect them from risks presented by sexually transmitted infections, unintended pregnancy, sexual harassment, sexual assault, sexual abuse, and human trafficking; to have healthy, positive, and safe relationships and behaviors; to understand sexuality as a normal part of human development; and to develop healthy attitudes and behaviors concerning adolescent growth and development, body image, gender, gender identity, gender expression, sexual orientation, relationships, marriage, and family. (Education Code 51930-51939)

Each student in grades 7-12 shall receive comprehensive sexual health and HIV prevention education at least once in junior high or middle school and at least once in high school unless the student's parent(s)/guardian(s) opt the student out of such instruction as specified in "Parent/Guardian Notification and Opt-Out" in the accompanying administrative regulation. (Education Code 51934)

**General Criteria for Instruction and Materials**

The Superintendent or designee shall ensure that the district's comprehensive sexual health and HIV prevention education and the associated materials: (Education Code 51930, 51933)

1. Are age appropriate
2. Are medically accurate and objective
3. Are aligned with and support the following purposes:
    a. To provide students with the knowledge and skills necessary to protect their sexual and reproductive health from HIV and other sexually transmitted infections and from unintended pregnancy
    b. To provide students with the knowledge and skills they need to develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family

c. To promote understanding of sexuality as a normal part of human development

d. To ensure students receive integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention education and provide educators with clear tools and guidance to accomplish that end

e. To provide students with the knowledge and skills necessary to have healthy, positive, and safe relationships and behaviors

4. Are appropriate for use with English learners, students with disabilities, and students of all races, genders, sexual orientations, and ethnic and cultural backgrounds

5. Are available on an equal basis to a student who is an English learner, consistent with the existing curriculum and alternative options for an English learner as otherwise provided in the Education Code

6. Are accessible to students with disabilities, including, but not limited to, the provision of a modified curriculum, materials, and instruction in alternative formats and auxiliary aids

7. Do not reflect or promote bias against any person in protected categories of discrimination pursuant to Education Code 220

8. Affirmatively recognize that people have different sexual orientations and, when discussing or providing examples of relationships and couples, shall be inclusive of same-sex relationships

9. Teach students about gender, gender expression, and gender identity, and explore the harm of negative gender stereotypes

10. Encourage students to communicate with their parents/guardians and other trusted adults about human sexuality and provide the knowledge and skills necessary to do so

11. Teach the value of and prepare students to have and maintain committed relationships such as marriage

12. Provide students with the knowledge and skills they need to form healthy relationships that are based on mutual respect and affection and are free from violence, coercion, harassment, and intimidation

13. Provide students with the knowledge and skills for making and implementing healthy decisions about sexuality, including communication and refusal skills to assist students in overcoming peer pressure and using effective decision-making skills to avoid high-risk activities

14. Do not teach or promote religious doctrine

Additionally, the district's comprehensive sexual health education program shall include information on the affirmative consent standard. Affirmative consent is defined as affirmative, conscious, and voluntary agreement to engage in sexual activity. Teachers delivering such instruction shall consult information related to sexual harassment and violence in the state health curriculum framework. (Education Code 51225.36, 67386)

The Superintendent or designee shall identify appropriate methods for informing parents/guardians about subjects related to the district's comprehensive sexual health and HIV prevention education. The Superintendent or designee shall use such identified methods to inform parents/guardians of students in grades 6-12 about human trafficking prevention resources, as required pursuant to Education Code 49381.

**Parent/Guardian Notification and Opt-Out**

At the beginning of each school year or at the time of a student's enrollment, parents/guardians shall be notified, in the manner specified in the accompanying administrative regulation, that they may request in writing to opt their students out of participating in comprehensive sexual health and HIV prevention education. Students so excused shall be given an alternative educational activity. Additionally, a student shall not be subject to disciplinary action, academic penalty, or other sanction if the student's parent/guardian opts the student out of such instruction. (Education Code 51240, 51938, 51939)

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

| State | Description |
|---|---|
| Ed. Code 220 | Prohibition of discrimination |
| Ed. Code 231.7 | Resources on abuse and teen dating violence; local and national hotlines |
| Ed. Code 232.7 | Model policy and resources; body shaming |
| Ed. Code 33544 | Inclusion of sexual harassment and violence in health curriculum framework |
| Ed. Code 33546.2 | Health framework; sextortion |
| Ed. Code 48980 | Parent/Guardian notifications |
| Ed. Code 49381 | Human trafficking prevention resources |
| Ed. Code 51202 | Instruction in personal and public health and safety |
| Ed. Code 51210.8 | Health education curriculum |
| Ed. Code 51225.36 | Instruction in sexual harassment and violence; districts that require health education for graduation |
| Ed. Code 51240 | Excuse from instruction due to religious beliefs |
| Ed. Code 51513 | Test, questionnaire, survey, or examination containing questions about beliefs or practices |

# Regulation 6142.1: Sexual Health And HIV/AIDS Prevention Instruction

**Status:** ADOPTED

**Original Adopted Date:** ~~08/25/2009~~07/01/2008 | **Last Revised Date:** ~~02/28/2022~~08/01/2025 |
**Last Reviewed Date:** ~~02/28/2022~~08/01/2025

## Definitions

*Comprehensive sexual health education* means education regarding human development and sexuality, including education on menstrual health, pregnancy, contraception, and sexually transmitted infections. (Education Code 51931)

*HIV prevention education* means instruction on the nature of human immunodeficiency virus (HIV) and acquired immune deficiency syndrome (AIDS), methods of transmission, strategies to reduce the risk of HIV infection, and social and public health issues related to HIV and AIDS. (Education Code 51931)

*Age appropriate* refers to topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group. (Education Code 51931)

*Medically accurate* means verified or supported by research conducted in compliance with scientific methods and published in peer-reviewed journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, such as the federal Centers for Disease Control and Prevention, the American Public Health Association, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists. (Education Code 51931)

## Components of Sexual Health and HIV Prevention Education

In addition to complying with the criteria listed in "General Criteria for Instruction and Materials

~~The Superintendent or designee shall ensure that~~" in the accompanying Board policy, the district's comprehensive sexual health and HIV prevention ~~instruction and materials:~~education for students in grades 7-12 shall include all of the following: (Education Code ~~51933)~~

~~1. Are age appropriate~~

~~2. Are medically accurate and objective~~

~~3. Are aligned with and support the following purposes as specified in Education Code 51930:~~51934)

a. To provide students with the knowledge and skills necessary to protect their sexual and reproductive health from HIV and other sexually transmitted infections and from unintended pregnancy

b. To provide students with the knowledge and skills they need to develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family

c. To promote understanding of sexuality as a normal part of human development

d. To ensure students receive integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention instruction and provide educators with clear tools and guidance to accomplish that end

e. To provide students with the knowledge and skills necessary to have healthy, positive, and safe relationships and behaviors

1.

4. Are appropriate for use with English learners, students with disabilities, and students of all races, genders, sexual orientations, and ethnic and cultural backgrounds

5. Are available on an equal basis to a student who is an English learner, consistent with the existing curriculum and alternative options for an English learner as otherwise provided in the Education Code

6. Are accessible to students with disabilities, including, but not limited to, the provision of a modified curriculum, materials, and instruction in alternative formats and auxiliary aids

7. Do not reflect or promote bias against any person in protected categories of discrimination pursuant to Education Code 220

8. Affirmatively recognize that people have different sexual orientations and, when discussing or providing examples of relationships and couples, shall be inclusive of same-sex relationships

9. Teach students about gender, gender expression, and gender identity, and explore the harm of negative gender stereotypes

10. Encourage students to communicate with their parents/guardians and other trusted adults about human sexuality and provide the knowledge and skills necessary to do so

11. Teach the value of and prepare students to have and maintain committed relationships such as marriage

12. Provide students with knowledge and skills they need to form healthy relationships that are based on mutual respect and affection and are free from violence, coercion, harassment, and intimidation

13. Provide students with knowledge and skills for making and implementing healthy decisions about sexuality, including communication and refusal skills to assist students in overcoming peer pressure and using effective decision-making skills to avoid high-risk activities

14. Do not teach or promote religious doctrine

**Components of Sexual Health and HIV Prevention Education**

~~The district's comprehensive sexual health education and HIV prevention education for students in grades 7-12, in addition to complying with the criteria listed above in the section "General Criteria for Instruction and Materials," shall include all of the following: (Education Code 51934)~~

~~1.~~ Information on the nature of HIV and other sexually transmitted infections and their effects on the human body

~~2.~~
2. Information on the manner in which HIV and other sexually transmitted infections are and are not transmitted, including information on the relative risk of infection according to specific behaviors, including sexual behaviors and injection drug use

~~3.~~
3. Information that abstinence from sexual activity and injection drug use is the only certain way to prevent HIV and other sexually transmitted infections, and that abstinence from sexual intercourse is the only certain way to prevent unintended pregnancy

The instruction shall provide information about the value of delaying sexual activity while also providing medically accurate information on other methods of preventing HIV and other sexually transmitted infections and pregnancy.

~~4.~~
4. Information about the effectiveness and safety of all federal Food and Drug Administration (FDA) approved methods that prevent or reduce the risk of contracting HIV and other sexually transmitted infections, including use of antiretroviral medication, consistent with the Centers for Disease Control and Prevention

~~5.~~
5. Information about the effectiveness and safety of reducing the risk of HIV transmission as a result of injection drug use by decreasing needle use and needle sharing

~~6.~~
6. Information about the treatment of HIV and other sexually transmitted infections, including how antiretroviral therapy can dramatically prolong the lives of many people living with HIV and reduce the likelihood of transmitting HIV to others

~~7.~~
7. Discussion about social views on HIV and AIDS, including addressing unfounded stereotypes and myths regarding HIV and AIDS and people living with HIV

This instruction shall emphasize that successfully treated HIV-positive individuals have a normal life expectancy, all people are at some risk of contracting HIV, and testing is the only way to know if one is HIV-positive.

~~8.~~
8. Information about local resources, how to access local resources, and students' legal rights to access local resources for sexual and reproductive health care such as testing and medical care for HIV and other sexually transmitted infections and pregnancy prevention and care, as well as local resources for assistance with sexual assault and intimate partner violence

~~9.~~
9. Information about the effectiveness and safety of FDA-approved contraceptive methods in preventing pregnancy, including, but not limited to, emergency contraception~~.~~

Instruction on pregnancy shall include an objective discussion of all legally available pregnancy outcomes, including, but not limited to:

a. ~~a.~~ Parenting, adoption, and abortion

~~b.~~

b. Information on the law on surrendering physical custody of a minor child 72 hours of age or younger, pursuant to Health and Safety Code 1255.7 and Penal Code 271.5

~~c. The importance of prenatal care~~

c. The importance of prenatal care

~~10.~~

10. Information about sexual harassment, sexual assault, sexual abuse, and human trafficking, including:

a. ~~a.~~ Information on the prevalence and nature of human trafficking, strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance if there is a suspicion of trafficking

~~b. Information on how social media and mobile device applications are used for human trafficking~~

b. Information on how social media and mobile device applications are used for human trafficking

~~11.~~

11. Information about adolescent relationship abuse and intimate partner violence, including the early warning signs of each

, and the resources available to students related to adolescent relationship abuse and intimate partner violence, including the National Domestic Violence Hotline and local domestic violence hotlines that provide confidential support services for students that have experienced domestic violence or stalking

The district's comprehensive sexual health ~~education~~ and HIV prevention education shall include instruction regarding the potential risks and consequences of creating and sharing suggestive or sexually explicit materials through cell phones, social networking websites, computer networks, or other digital media. (Education Code 51934)

**Professional Development**

The district's comprehensive sexual health ~~education~~ and HIV prevention education shall be provided by instructors trained in the appropriate courses who are knowledgeable of the most recent medically accurate research on human sexuality, healthy relationships, pregnancy, and HIV and other sexually transmitted infections.~~–~~ (Education Code 51931, 51934)

The Superintendent or designee shall cooperatively plan and conduct in-service training for all district personnel who provide HIV prevention education, through regional planning, joint powers agreements, or contract services.~~–~~ (Education Code 51935)

In developing and providing in-service training, the Superintendent or designee shall cooperate and collaborate with the teachers who provide HIV prevention education and with the California Department of Education (CDE). (Education Code 51935)

The district shall periodically conduct in-service training to enable district personnel to learn new developments in the scientific understanding of HIV. In-service training shall be voluntary for personnel who have demonstrated expertise or received in-service training from the CDE or the Centers for Disease Control and Prevention. (Education Code 51935)

The Superintendent or designee may expand HIV in-service training to cover the topic of comprehensive sexual health education in order for district personnel teaching comprehensive sexual health education to learn new developments in the scientific understanding of sexual health. (Education Code 51935)

The Superintendent or designee shall periodically provide continuing education that enables district personnel to learn about new developments in the understanding of abuse, including sexual abuse, and human trafficking, and current prevention efforts and methods. Such education may include early identification of abuse, including sexual abuse, and human trafficking of students and minors. (Education Code 51950)

**Use of Consultants or Guest Speakers**

The Superintendent or designee may contract with outside consultants or guest speakers, including those who have developed multilingual curricula or curricula accessible to persons with disabilities, to deliver comprehensive sexual health and HIV prevention education or to provide training for district personnel. All outside consultants and guest speakers shall have expertise in comprehensive sexual health education and HIV prevention education and knowledge of the most recent medically accurate research on the relevant topic(s) covered in the instruction. The Superintendent or designee shall ensure that any instruction provided by an outside speaker or consultant complies with Board policy, administrative regulation, and Education Code 51930-51939. (Education Code 51933, 51934, 51936)

**Parent/Guardian Notification and Opt-Out**

At the beginning of each school year or at the time of a student's enrollment, the Superintendent or designee shall notify parents/guardians about instruction in comprehensive sexual health education and HIV prevention education, as well as research on student health behaviors and risks, planned for the coming year. The notice shall advise parents/guardians: (Education Code 48980, 51938)

1.

1. That written and audiovisual educational materials to be used in comprehensive sexual health and HIV prevention education are available for inspection

2.

2. That parents/guardians have a right to excuseopt their child fromstudents out of comprehensive sexual health or HIV prevention education, or research on student health

behaviors and risks, provided they submit their request in writing to the district

~~3.~~

3. That parents/guardians have a right to request a copy of Education Code 51930-51939

~~4.~~

4. Whether the comprehensive sexual health or HIV prevention education will be taught by district personnel or outside consultants and, if~~,~~ the district chooses to use outside consultants or guest speakers for this purpose, the following information:

    a. ~~a.~~ The date of the instruction

    ~~b.~~

    b. The name of the organization or affiliation of each guest speaker

    ~~c.~~

    c. Information stating the right of the parent/guardian to request a copy of Education Code 51933, 51934, and 51938

If the arrangements for instruction by outside consultants or guest speakers are made after the beginning of the school year, the Superintendent or designee shall notify parents/guardians by mail or another commonly used method of notification no fewer than 14 days before the instruction is given.

~~Nonapplicability to Certain Instruction or Materials~~

~~The~~

Except as required by law, the requirements of Education Code 51930-51939 pertaining to instructional content, teacher training, and ~~parental~~parent/guardian notification and ~~consent~~opt-out shall not apply to the following: (Education Code 51932)

~~1.~~

1. A description or illustration of human reproductive organs that may appear in a textbook, adopted pursuant to law, if the textbook does not include other elements of comprehensive sexual health ~~education~~ or HIV prevention education as defined in Education Code 51931

~~2.~~

2. Instruction, materials, presentations, or programming that discusses gender, gender identity, gender expression, sexual orientation, discrimination, harassment, bullying, intimidation, relationships, or family and does not discuss human reproductive organs and their functions

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## Regulation 6142.1: Sexual Health And HIV/AIDS Prevention Instruction

**Status:** ADOPTED

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

### Definitions

*Comprehensive sexual health education* means education regarding human development and sexuality, including education on menstrual health, pregnancy, contraception, and sexually transmitted infections. (Education Code 51931)

*HIV prevention education* means instruction on the nature of human immunodeficiency virus (HIV) and acquired immune deficiency syndrome (AIDS), methods of transmission, strategies to reduce the risk of HIV infection, and social and public health issues related to HIV and AIDS. (Education Code 51931)

*Age appropriate* refers to topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group. (Education Code 51931)

*Medically accurate* means verified or supported by research conducted in compliance with scientific methods and published in peer-reviewed journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, such as the federal Centers for Disease Control and Prevention, the American Public Health Association, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists. (Education Code 51931)

### Components of Sexual Health and HIV Prevention Education

In addition to complying with the criteria listed in "General Criteria for Instruction and Materials" in the accompanying Board policy, the district's comprehensive sexual health and HIV prevention education for students in grades 7-12 shall include all of the following: (Education Code 51934)

1. Information on the nature of HIV and other sexually transmitted infections and their effects on the human body

2. Information on the manner in which HIV and other sexually transmitted infections are and are not transmitted, including information on the relative risk of infection according to specific behaviors, including sexual behaviors and injection drug use

3. Information that abstinence from sexual activity and injection drug use is the only certain way to prevent HIV and other sexually transmitted infections, and that abstinence from sexual intercourse is the only certain way to prevent unintended pregnancy

   The instruction shall provide information about the value of delaying sexual activity while also providing medically accurate information on other methods of preventing HIV and other

sexually transmitted infections and pregnancy.

4. Information about the effectiveness and safety of all federal Food and Drug Administration (FDA) approved methods that prevent or reduce the risk of contracting HIV and other sexually transmitted infections, including use of antiretroviral medication, consistent with the Centers for Disease Control and Prevention

5. Information about the effectiveness and safety of reducing the risk of HIV transmission as a result of injection drug use by decreasing needle use and needle sharing

6. Information about the treatment of HIV and other sexually transmitted infections, including how antiretroviral therapy can dramatically prolong the lives of many people living with HIV and reduce the likelihood of transmitting HIV to others

7. Discussion about social views on HIV and AIDS, including addressing unfounded stereotypes and myths regarding HIV and AIDS and people living with HIV

   This instruction shall emphasize that successfully treated HIV-positive individuals have a normal life expectancy, all people are at some risk of contracting HIV, and testing is the only way to know if one is HIV-positive.

8. Information about local resources, how to access local resources, and students' legal rights to access local resources for sexual and reproductive health care such as testing and medical care for HIV and other sexually transmitted infections and pregnancy prevention and care, as well as local resources for assistance with sexual assault and intimate partner violence

9. Information about the effectiveness and safety of FDA-approved contraceptive methods in preventing pregnancy, including, but not limited to, emergency contraception

   Instruction on pregnancy shall include an objective discussion of all legally available pregnancy outcomes, including, but not limited to:

   a. Parenting, adoption, and abortion

   b. Information on the law on surrendering physical custody of a minor child 72 hours of age or younger, pursuant to Health and Safety Code 1255.7 and Penal Code 271.5

   c. The importance of prenatal care

10. Information about sexual harassment, sexual assault, sexual abuse, and human trafficking, including:

    a. Information on the prevalence and nature of human trafficking, strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance if there is a suspicion of trafficking

    b. Information on how social media and mobile device applications are used for human trafficking

11. Information about adolescent relationship abuse and intimate partner violence, including the early warning signs of each, and the resources available to students related to adolescent relationship abuse and intimate partner violence, including the National Domestic Violence Hotline and local domestic violence hotlines that provide confidential support services for students that have experienced domestic violence or stalking

The district's comprehensive sexual health and HIV prevention education shall include instruction regarding the potential risks and consequences of creating and sharing suggestive or sexually explicit materials through cell phones, social networking websites, computer networks, or other digital media. (Education Code 51934)

**Professional Development**

The district's comprehensive sexual health and HIV prevention education shall be provided by instructors trained in the appropriate courses who are knowledgeable of the most recent medically accurate research on human sexuality, healthy relationships, pregnancy, and HIV and other sexually transmitted infections. (Education Code 51931, 51934)

The Superintendent or designee shall cooperatively plan and conduct in-service training for all district personnel who provide HIV prevention education, through regional planning, joint powers agreements, or contract services. (Education Code 51935)

In developing and providing in-service training, the Superintendent or designee shall cooperate and collaborate with the teachers who provide HIV prevention education and with the California Department of Education (CDE). (Education Code 51935)

The district shall periodically conduct in-service training to enable district personnel to learn new developments in the scientific understanding of HIV. In-service training shall be voluntary for personnel who have demonstrated expertise or received in-service training from CDE or the Centers for Disease Control and Prevention. (Education Code 51935)

The Superintendent or designee may expand HIV in-service training to cover the topic of comprehensive sexual health education in order for district personnel teaching comprehensive sexual health education to learn new developments in the scientific understanding of sexual health. (Education Code 51935)

The Superintendent or designee shall periodically provide continuing education that enables district personnel to learn about new developments in the understanding of abuse, including sexual abuse, and human trafficking, and current prevention efforts and methods. Such education may include early identification of abuse, including sexual abuse, and human trafficking of students and minors. (Education Code 51950)

**Use of Consultants or Guest Speakers**

The Superintendent or designee may contract with outside consultants or guest speakers, including those who have developed multilingual curricula or curricula accessible to persons with disabilities, to deliver comprehensive sexual health and HIV prevention education or to provide training for district personnel. All outside consultants and guest speakers shall have expertise in comprehensive sexual health and HIV prevention education and knowledge of the most recent medically accurate research on the relevant topic(s) covered in the instruction. The Superintendent or designee shall ensure that any instruction provided by an outside speaker or consultant complies with Board policy, administrative regulation, and Education Code 51930-51939. (Education Code 51933, 51934, 51936)

**Parent/Guardian Notification and Opt-Out**

At the beginning of each school year or at the time of a student's enrollment, the Superintendent or designee shall notify parents/guardians about comprehensive sexual health and HIV prevention education, as well as research on student health behaviors and risks, planned for the coming year. The notice shall advise parents/guardians: (Education Code 48980, 51938)

1. That written and audiovisual educational materials to be used in comprehensive sexual health and HIV prevention education are available for inspection

2. That parents/guardians have a right to opt their students out of comprehensive sexual health or HIV prevention education, or research on student health behaviors and risks, provided they submit their request in writing to the district

3. That parents/guardians have a right to request a copy of Education Code 51930-51939

4. Whether the comprehensive sexual health or HIV prevention education will be taught by district personnel or outside consultants and, if the district chooses to use outside consultants or guest speakers for this purpose, the following information:

    a. The date of the instruction

    b. The name of the organization or affiliation of each guest speaker

    c. Information stating the right of the parent/guardian to request a copy of Education Code 51933, 51934, and 51938

If the arrangements for instruction by outside consultants or guest speakers are made after the beginning of the school year, the Superintendent or designee shall notify parents/guardians by mail or another commonly used method of notification no fewer than 14 days before the instruction is given.

Except as required by law, the requirements of Education Code 51930-51939 pertaining to instructional content, teacher training, and parent/guardian notification and opt-out shall not apply to the following: (Education Code 51932)

1. A description or illustration of human reproductive organs that may appear in a textbook, adopted pursuant to law, if the textbook does not include other elements of comprehensive sexual health or HIV prevention education as defined in Education Code 51931

2. Instruction, materials, presentations, or programming that discusses gender, gender identity, gender expression, sexual orientation, discrimination, harassment, bullying, intimidation, relationships, or family and does not discuss human reproductive organs and their functions

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| State | Description |
|---|---|

## Policy 6142.8: Comprehensive Health Education

**Status:** ADOPTED

**Original Adopted Date:** ~~08/25/2009~~11/01/2003 | **Last Revised Date:** ~~05/14/2024~~08/01/2025 | **Last Reviewed Date:** ~~05/14/2024~~08/01/2025

The Governing Board believes that health education should foster the knowledge, skills, and attitudes that students need in order to lead healthy lives and avoid high-risk behaviors, and that creating a safe, supportive, inclusive, and nonjudgmental environment is crucial ~~in~~to promoting healthy development for all students. The district's health education program shall be part of a coordinated ~~school~~approach to student health ~~system~~ which recognizes that mental health and social connection are critical to ~~student's~~ overall health, well-being, and academic success~~,~~; supports the physical, mental, and social well-being of students~~,~~; reflects the importance of digital and media literacy~~,~~; and is linked to district and community services and resources.

Goals for the district's health education program shall be designed to promote student wellness and shall include, but not be limited to, goals for nutrition promotion and education, physical activity, and other ~~school~~district-based activities that promote student well-being.

Any health education course offered to middle or high school students shall include instruction in mental health that meets the requirements of Education Code 51925-51926, and as specified in Administrative Regulation 6143 - Courses of Study.

The district shall provide a planned, sequential, research-based, and developmentally appropriate health education curriculum for students in grades ~~K~~kindergarten-12 ~~which~~that is aligned with the state's content standards and curriculum framework and integrated with other content areas of the district's curriculum. The Superintendent or designee shall determine the grade levels and subject areas in which health-related topics will be addressed, in accordance with law, Board policy, and administrative regulation.

As appropriate, the Superintendent or designee shall involve school administrators, teachers, school nurses, health professionals representing various fields of health care, parents/guardians, community-based organizations, and other community members in the development, implementation, and evaluation of the district's health education program. Health and safety professionals may be invited to provide related instruction in the classroom, school assemblies, and other instructional settings.

The Superintendent or designee shall provide professional development as needed to ensure that health education teachers are knowledgeable about academic content standards, the state

curriculum framework, and effective instructional methodologies.

The Superintendent or designee shall provide periodic reports to the Board regarding the implementation and effectiveness of the district's health education program, which may include, but not be limited to, a description of the district's program and the extent to which it is aligned with the state's content standards and curriculum framework, the amount of time allotted for health instruction at each grade level, student achievement of district standards for health education, and the manner in which the district's health education program supports the physical, mental, and social well-being of students.

**Parent/Guardian Notification and Opt-Out**

Parents/guardians shall be notified that they may request in writing to opt their students out of participating in instruction and assessments, including anonymous and confidential tests, questionnaires, and surveys, as specified in the accompanying administrative regulation. Students so excused shall be given an alternative educational activity. Additionally, a student shall not be subject to disciplinary action, academic penalty, or other sanction if the student's parent/guardian opts the student out of such instruction. (Education Code 51240, 51900.6, 51938, 51939)

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| State | Description |
|---|---|
| 5 CCR 11800-11801 | District health education plan |
| Ed. Code 35183.5 | Sun protection |
| Ed. Code 49413 | First aid and cardiopulmonary resuscitation training |
| Ed. Code 49430-49434 | Pupil Nutrition, Health, and Achievement Act of 2001 |
| Ed. Code 49490-49494 | School breakfast and lunch programs |
| Ed. Code 49500-49505 | School meals |
| Ed. Code 51202 | Instruction in personal and public health and safety |
| Ed. Code 51203 | Instruction on alcohol, narcotics and dangerous drugs |
| Ed. Code 51210 | Course of study for grades 1-6 |
| Ed. Code 51210.8 | Health education curriculum |
| Ed. Code 51220.5 | Parenting skills; areas of instruction |

## Policy 6142.8: Comprehensive Health Education

**Status:** ADOPTED

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

The Governing Board believes that health education should foster the knowledge, skills, and attitudes that students need in order to lead healthy lives and avoid high-risk behaviors, and that creating a safe, supportive, inclusive, and nonjudgmental environment is crucial to promoting healthy development for all students. The district's health education program shall be part of a coordinated approach to student health which recognizes that mental health and social connection are critical to overall health, well-being, and academic success; supports the physical, mental, and social well-being of students; reflects the importance of digital and media literacy; and is linked to district and community services and resources.

Goals for the district's health education program shall be designed to promote student wellness and shall include, but not be limited to, goals for nutrition promotion and education, physical activity, and other district-based activities that promote student well-being.

Any health education course offered to middle or high school students shall include instruction in mental health that meets the requirements of Education Code 51925-51926, and as specified in Administrative Regulation 6143 - Courses of Study.

The district shall provide a planned, sequential, research-based, and developmentally appropriate health education curriculum for students in grades kindergarten-12 that is aligned with the state's content standards and curriculum framework and integrated with other content areas of the district's curriculum. The Superintendent or designee shall determine the grade levels and subject areas in which health-related topics will be addressed, in accordance with law, Board policy, and administrative regulation.

As appropriate, the Superintendent or designee shall involve school administrators, teachers, school nurses, health professionals representing various fields of health care, parents/guardians, community-based organizations, and other community members in the development, implementation, and evaluation of the district's health education program. Health and safety professionals may be invited to provide related instruction in the classroom, school assemblies, and other instructional settings.

The Superintendent or designee shall provide professional development as needed to ensure that health education teachers are knowledgeable about academic content standards, the state curriculum framework, and effective instructional methodologies.

The Superintendent or designee shall provide periodic reports to the Board regarding the implementation and effectiveness of the district's health education program, which may include, but not be limited to, a description of the district's program and the extent to which it is aligned with the state's content standards and curriculum framework, the amount of time allotted for health instruction at each grade level, student achievement of district standards for health education, and

the manner in which the district's health education program supports the physical, mental, and social well-being of students.

**Parent/Guardian Notification and Opt-Out**

Parents/guardians shall be notified that they may request in writing to opt their students out of participating in instruction and assessments, including anonymous and confidential tests, questionnaires, and surveys, as specified in the accompanying administrative regulation. Students so excused shall be given an alternative educational activity. Additionally, a student shall not be subject to disciplinary action, academic penalty, or other sanction if the student's parent/guardian opts the student out of such instruction. (Education Code 51240, 51900.6, 51938, 51939)

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| State | Description |
|---|---|
| 5 CCR 11800-11801 | District health education plan |
| Ed. Code 35183.5 | Sun protection |
| Ed. Code 49413 | First aid and cardiopulmonary resuscitation training |
| Ed. Code 49430-49434 | Pupil Nutrition, Health, and Achievement Act of 2001 |
| Ed. Code 49490-49494 | School breakfast and lunch programs |
| Ed. Code 49500-49505 | School meals |
| Ed. Code 51202 | Instruction in personal and public health and safety |
| Ed. Code 51203 | Instruction on alcohol, narcotics and dangerous drugs |
| Ed. Code 51210 | Course of study for grades 1-6 |
| Ed. Code 51210.8 | Health education curriculum |
| Ed. Code 51220.5 | Parenting skills; areas of instruction |
| Ed. Code 51225.36 | Instruction in sexual harassment and violence; districts that require health education for graduation |
| Ed. Code 51225.38 | Instruction in the dangers associated with fentanyl use |
| Ed. Code 51225.6 | Instruction in cardiopulmonary resuscitation; districts that require health education for graduation |
| Ed. Code 51240 | Excuse from instruction due to religious beliefs |
| Ed. Code 51260-51269 | Drug education |
| Ed. Code 51513 | Personal beliefs |

# Regulation 6142.8: Comprehensive Health Education

**Status:** ADOPTED

**Original Adopted Date:** ~~02/28/2022~~11/01/2003 | **Last Revised Date:** ~~04/16/2024~~08/01/2025 | **Last Reviewed Date:** ~~04/16/2024~~08/01/2025

## Content of Instruction

The district's health education program shall include instruction at the appropriate grade levels in the following content areas:

1. Alcohol, tobacco, and other drugs

2. Human growth, development, and sexual health

3. Injury prevention and safety

   Instruction related to injury prevention and safety may include, but is not limited to, first aid, protective equipment such as helmets, violence prevention, topics related to bullying and harassment, emergency procedures, and Internet safety~~, and as required by law.~~.

4. Mental, emotional, and social health

   Health education courses offered to middle and/or high school students shall include mental health instruction that meets the requirements of Education Code 51925-51927, as specified in Administrative Regulation 6143 - Courses of Study.

5. Nutrition and physical activity

6. Personal and community health

   Instruction in personal and community health may include, but is not limited to, oral health, personal hygiene, sun safety, vision and hearing protection, transmission of germs and communicable diseases, symptoms of common health problems and chronic diseases, and the effect of behavior on the environment~~, and as required by law~~.

Within each of the above content areas, instruction shall be designed to assist students in developing:

1. An understanding of essential concepts related to enhancing health

2. The ability to analyze internal and external influences that affect health
3. The ability to access and analyze health information, products, and services
4. The ability to use interpersonal communication skills, decision-making skills, and goal-setting skills to enhance health
5. The ability to practice behaviors that reduce risk and promote health
6. The ability to promote and support personal, family, and community health

**High School Health Education**

Whenever the Governing Board requires a course in health education for graduation from high school, the district's high school health education course(s) shall include instruction in:

1. Sexual harassment and violence, including, but not limited to, the affirmative consent standard as defined in Education Code 67386. (Education Code 51225.36)

   When delivering such instruction, teachers shall consult information related to sexual harassment and violence in the Health Education Framework for California Public Schools. (Education Code 51225.36)

2. Compression-only cardiopulmonary resuscitation (CPR), which is based on national evidence-based emergency cardiovascular care guidelines for the performance of compression-only CPR and includes instruction relative to the psychomotor skills necessary to perform compression-only CPR. (Education Code 51225.6)

3. **Students Excused from Health Instruction**

   Upon written request from a parent/guardian, a student shall be excused from any part of health instructionStarting with the 2026-27 school year, the dangers associated with fentanyl use (Education Code 51225.38)

**Parent/Guardian Notification and Opt-Out**

At the beginning of each school year or at the time of a student's enrollment, parents/guardians shall be notified that they may request in writing to opt their students out of participating in the following:

1. Anonymous, voluntary, and confidential tests, questionnaires, and surveys containing age-appropriate questions about students' attitudes concerning or practices relating to sex (Education Code 51938, 51939)

2. Any instruction in health that conflicts with the student's religious training and beliefs, including personal moral convictions. (Education Code 51240)

   The district shall excuse a student from instruction in comprehensive sexual health education and HIV prevention education if the student's parent/guardian requests in writing that the student be excused. However, pursuant to Education Code 51932, such parental request shall not excuse a student from instruction, materials, presentations, or

~~programming that discuss gender, gender identity, gender expression, sexual orientation, discrimination, harassment, bullying, intimidation, relationships, or family and do not discuss human reproductive organs and their functions. (Education Code 51938)~~

~~In addition, the district shall excuse a student from~~

3. Any instruction in sexual abuse and/or sexual assault awareness and prevention ~~if the student's parent/guardian requests in writing that the student be excused.~~ (Education Code 51900.6~~)~~

~~The~~

4. Any instruction in comprehensive sexual health and human immunodeficiency virus (HIV) prevention (Education Code 51938, 51939)

5. ~~Any other instruction as permitted by law~~

Additionally, the district shall not administer any exam, survey, or questionnaire ~~which~~that contains questions about the student's or the student's family's personal beliefs or practices in sex, family life, morality, or religion unless the student's parent/guardian has given written permission. ~~(Education Code 51513)~~

~~However, the district may administer anonymous, voluntary, and confidential tests, questionnaires, and surveys containing age-appropriate questions about students' attitudes concerning or practices relating to sex, as long as parents/guardians are notified of the right to request in writing that the student be excused from participation. A student shall be excused from participating in any such research or evaluation tools if the student's parent/guardian requests in writing to excuse the student from participation. (Education Code 51938~~ (Education Code 51513)

**Involvement of Health Professionals**

Health care professionals, health care service plans, health care providers, and other entities participating in a voluntary initiative with the district are prohibited from communicating about a product or service in a way that is intended to encourage persons to purchase or use the product or service. However, the following activities may be allowed:~~–~~ (Education Code 51890)

1. Health care or health education information provided in a brochure or pamphlet that contains the logo or name of a health care service plan or health care organization, if provided in coordination with the voluntary initiative

2. Outreach, application assistance, and enrollment activities relating to federal, state, or county-sponsored health care insurance programs if the activities are conducted in compliance with the statutory, regulatory, and programmatic guidelines applicable to those programs

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

## Regulation 6142.8: Comprehensive Health Education

**Status:** ADOPTED

**Original Adopted Date:** 02/28/2022 **| Last Revised Date: | Last Reviewed Date:**

### Content of Instruction

The district's health education program shall include instruction at the appropriate grade levels in the following content areas:

1. Alcohol, tobacco, and other drugs
2. Human growth, development, and sexual health
3. Injury prevention and safety

   Instruction related to injury prevention and safety may include, but is not limited to, first aid, protective equipment such as helmets, violence prevention, topics related to bullying and harassment, emergency procedures, and Internet safety.
4. Mental, emotional, and social health

   Health education courses offered to middle and/or high school students shall include mental health instruction that meets the requirements of Education Code 51925-51927, as specified in Administrative Regulation 6143 - Courses of Study.
5. Nutrition and physical activity
6. Personal and community health

   Instruction in personal and community health may include, but is not limited to, oral health, personal hygiene, sun safety, vision and hearing protection, transmission of germs and communicable diseases, symptoms of common health problems and chronic diseases, and the effect of behavior on the environment.

Within each of the above content areas, instruction shall be designed to assist students in developing:

1. An understanding of essential concepts related to enhancing health
2. The ability to analyze internal and external influences that affect health
3. The ability to access and analyze health information, products, and services
4. The ability to use interpersonal communication skills, decision-making skills, and goal-setting skills to enhance health
5. The ability to practice behaviors that reduce risk and promote health
6. The ability to promote and support personal, family, and community health

**High School Health Education**

Whenever the Governing Board requires a course in health education for graduation from high school, the district's high school health education course(s) shall include instruction in:

1. Sexual harassment and violence, including, but not limited to, the affirmative consent standard as defined in Education Code 67386 (Education Code 51225.36)

   When delivering such instruction, teachers shall consult information related to sexual harassment and violence in the Health Education Framework for California Public Schools. (Education Code 51225.36)

2. Compression-only cardiopulmonary resuscitation (CPR), which is based on national evidence-based emergency cardiovascular care guidelines for the performance of compression-only CPR and includes instruction relative to the psychomotor skills necessary to perform compression-only CPR (Education Code 51225.6)

3. Starting with the 2026-27 school year, the dangers associated with fentanyl use (Education Code 51225.38)

**Parent/Guardian Notification and Opt-Out**

At the beginning of each school year or at the time of a student's enrollment, parents/guardians shall be notified that they may request in writing to opt their students out of participating in the following:

1. Anonymous, voluntary, and confidential tests, questionnaires, and surveys containing age-appropriate questions about students' attitudes concerning or practices relating to sex (Education Code 51938, 51939)

2. Any instruction in health that conflicts with the student's religious training and beliefs, including personal moral convictions (Education Code 51240)

3. Any instruction in sexual abuse and/or sexual assault awareness and prevention (Education Code 51900.6

4. Any instruction in comprehensive sexual health and human immunodeficiency virus (HIV) prevention (Education Code 51938, 51939)

Additionally, the district shall not administer any exam, survey, or questionnaire that contains questions about the student's or the student's family's personal beliefs or practices in sex, family life, morality, or religion unless the student's parent/guardian has given written permission. (Education Code 51513)

**Involvement of Health Professionals**

Health care professionals, health care service plans, health care providers, and other entities participating in a voluntary initiative with the district are prohibited from communicating about a product or service in a way that is intended to encourage persons to purchase or use the product or service. However, the following activities may be allowed: (Education Code 51890)

1. Health care or health education information provided in a brochure or pamphlet that contains the logo or name of a health care service plan or health care organization, if provided in coordination with the voluntary initiative

2. Outreach, application assistance, and enrollment activities relating to federal, state, or county-sponsored health care insurance programs if the activities are conducted in compliance with the statutory, regulatory, and programmatic guidelines applicable to those programs

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

| State | Description |
|---|---|
| 5 CCR 11800-11801 | District health education plan |
| Ed. Code 35183.5 | Sun protection |
| Ed. Code 49413 | First aid and cardiopulmonary resuscitation training |
| Ed. Code 49430-49434 | Pupil Nutrition, Health, and Achievement Act of 2001 |
| Ed. Code 49490-49494 | School breakfast and lunch programs |
| Ed. Code 49500-49505 | School meals |
| Ed. Code 51202 | Instruction in personal and public health and safety |
| Ed. Code 51203 | Instruction on alcohol, narcotics and dangerous drugs |
| Ed. Code 51210 | Course of study for grades 1-6 |
| Ed. Code 51210.8 | Health education curriculum |
| Ed. Code 51220.5 | Parenting skills; areas of instruction |
| Ed. Code 51225.36 | Instruction in sexual harassment and violence; districts that require health education for graduation |
| Ed. Code 51225.38 | Instruction in the dangers associated with fentanyl use |
| Ed. Code 51225.6 | Instruction in cardiopulmonary resuscitation; districts that require health education for graduation |
| Ed. Code 51240 | Excuse from instruction due to religious beliefs |
| Ed. Code 51260-51269 | Drug education |
| Ed. Code 51513 | Personal beliefs |
| Ed. Code 51880-51881.5 | Health education; legislative findings and intent |

**CSBA POLICY GUIDE SHEET**
**August 2025**

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts and county offices of education should review the sample materials and modify their own policies accordingly.

**Board Policy 6141.2 - Recognition of Religious Beliefs and Customs**

Policy updated to reflect **NEW COURT DECISION (Mahmoud v. Taylor)** which held that the First Amendment prohibited a district from including lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ+) storybooks as part of elementary school instruction without providing parents/guardians with notice and the ability to opt their students out of that instructional content on the grounds that the storybooks substantially interfered with the religious development of their children. Additionally, policy updated to extend, to students whose parents/guardians have properly opted them out of instruction on the basis of their religious beliefs, state law requirements that (1) authorize the offering of an alternative activity of similar educational value, and (2) prohibit disciplinary action, academic penalty, or other sanction on the grounds that the student was opted out.

**Administrative Regulation 6141.2 - Recognition of Religious Beliefs and Customs**

Regulation updated to reflect **NEW COURT DECISION (Mahmoud v. Taylor)** which held that the First Amendment prohibited a district from including lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ+) storybooks as part of elementary school instruction without providing parents/guardians with notice and the ability to opt their students out of that instructional content on the grounds that the storybooks substantially interfered with the religious development of their children. Additionally, based on *Mahmoud,* regulation updated to include new section related to opt-outs which (1) requires a parent/guardian who is requesting that the parent/guardian's student be opted-out of instruction based on religious beliefs, customs, or practices to submit specified information, and (2) permits the Superintendent or designee to work with district legal counsel to evaluate each request and determine whether it be granted.

**Board Policy 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction**

Policy updated to reflect **NEW COURT DECISION (Mahmoud v. Taylor)** which held that the First Amendment prohibited a district from including lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ+) storybooks as part of elementary school instruction without providing parents/guardians with notice and the ability to opt their students out of that instructional content on the grounds that the storybooks substantially interfered with the religious development of their children. Additionally, policy updated to add the section "General Criteria for Instruction and Materials" which was moved from the accompanying administrative regulation as that section is more appropriately placed in Board policy rather than administrative regulation.

**Administrative Regulation 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction**

Regulation updated to reflect **NEW LAW (AB 2229, 2024)** which requires "comprehensive sexual health education" to include the topic of menstrual health. Additionally, regulation updated to delete the section "General Criteria for Instruction and Materials" which was moved to the accompanying Board policy as that section is more appropriately placed in policy rather than administrative regulation. In addition, regulation updated to reflect **NEW LAW (AB 2053, 2024)** which requires that comprehensive sexual health instruction include information about adolescent relationship abuse, including available resources such as the National Domestic Violence Hotline and local domestic violence hotlines. Regulation also updated to reflect **NEW COURT DECISION (Mahmoud v. Taylor)** which held that the First Amendment prohibited a district from including lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ+) storybooks as part of elementary school instruction without providing parents/guardians with notice and the ability to opt their students out of that instructional content on the grounds that the storybooks substantially interfered with the religious development of their children.

**Board Policy 6142.8 - Comprehensive Health Education**

Policy updated to reflect **NEW COURT DECISION (Mahmoud v. Taylor)** which held that the First Amendment prohibited a district from including lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ+) storybooks as part of elementary school instruction without providing parents/guardians with notice and the ability to opt their students out of that instructional content on the grounds that the storybooks substantially interfered with the religious development of their children. Additionally, policy updated to extend, to students whose parents/guardians have properly opted them out of instruction on the basis of their religious beliefs, state law requirements that (1) authorize the offering of an alternative activity of similar educational value, and (2) prohibit disciplinary action, academic penalty, or other sanction on the grounds that the student was opted out.

**Administrative Regulation 6142.8 - Comprehensive Health Education**

Regulation updated to reflect **NEW LAW (AB 2429, 2024)** which, beginning with the 2026-27 school year, requires a district that includes a course in health education for graduation from high school to include instruction in the dangers associated with fentanyl use. Additionally, regulation updated to reflect **NEW COURT DECISION (Mahmoud v. Taylor)** which held that the First Amendment prohibited a district from including lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ+) storybooks as part of elementary school instruction without providing parents/guardians with notice and the ability to opt their students out of that instructional content on the grounds that the storybooks substantially interfered with the religious development of their children.

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:** | In November 2014, Alameda voters approved Facilities Bond Measure I, and in June 2022, they approved Facilities Bond Measure B.<br><br>According to the bond schedules, various contracts will be presented to the Board for approval. These contracts may include construction bid contracts, addenda to architectural services agreements, specialist and consultant agreements, and more. To streamline this process, staff has established a standing board item to separately track and manage contracts related to Measure I and Measure B, distinct from other district contracts.<br><br>1. (Fund 21) Amendment No. 3 to Professional Services Agreement between AUSD and Terracon Consultants, Inc. for a contract term extension to June 30, 2026, and increase of $100,000.00 with an amended value of $250,000.00. (Otis)<br>2. (Fund 21) Voluntary Remedial Action Agreement with AUSD and the Alameda County Environmental Health Department, originally ratified on 1/14/2025; returning for approval to increase value with a total cost not to exceed $175,000.00. (AHS Swim)<br>3. (Fund 21) Environmental Oversight Program Application between AUSD and the Department of Toxic Substances Control for an estimated fee of $60,000.00 and a total fee on top of the Phase I Application Filing Fee of $11,500 of $71,500.00. (Otis) |
| **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 |
|---|---|---|---|
| 🗋 | Terracon Consultants | 10/21/2025 | Backup Material |

| | | | |
|---|---|---|---|
| Alameda County Environmental Health Department | 10/21/2025 | Backup Material |
| DTSC | 10/22/2025 | Backup Material |

**AMENDMENT NO. 3 to Professional Services Agreement**
**Dated February 12, 2025**

This Amendment is entered into on October 28, 2025, between the Alameda Unified School District (District) and Terracon Consultants, Inc (CONTRACTOR). District entered into a Professional Services Agreement with CONTRACTOR for professional environmental services for Otis Elementary New Construction Measure B Project and the parties agree to amend that Agreement as follows:

**1. Services**
Additional environmental services required for the project, including but not limited to:

- Additional Supplemental Limited Site Investigation.
- Attend weekly meetings with the AUSD to discuss project schedule, deliverables, and status.
- Preliminary Environmental Assessment (PEA) report preparation, virtual attendance of board meeting, and one round of edits to incorporate DTSC and public comments.

The original PSA end date of 12/31/2025 shall be extended to 6/30/26.

**2. Compensation**
Original PSA: $50,000
Amendment No. 1: $50,000
Amendment No. 2: $50,000
**Amendment No. 3: $100,000**
**Amended PSA : $250,000.00**

**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.
X This contract has previously been amended as follows:

| No. | Date | General Description of Reason for Amendment | Amount of Increase (Decrease) |
|---|---|---|---|
| 1 | 4/14/25 | Additional environmental services required for the project. | $50,000.00 |
| 2 | 6/24/25 | Additional supplemental site investigation (SSI) services. | $50,000.00 |

**"DISTRICT"**

By:_____

Name: Gary K. Lym

Title: Board President

**"CONTRACTOR"**

By: _____

Name: Troy Schiess

Title: Principal, Office Manager

Environmental Health Department
Alameda County Health
RONALD BROWDER, Director

LOCAL OVERSIGHT PROGRAM (LOP)
For Hazardous Materials Releases

DILAN ROE, Chief, Land & Water Protection Division
Phone: 510.567.6767 | Email: dilan.roe@acgov.org

PARESH KHATRI, LOP Manager
Phone: 510.777.2478 | Email: paresh.khatri@acgov.org

# VOLUNTARY REMEDIAL ACTION AGREEMENT

AGREEMENT #: RO0003666-2024-12-12

This Voluntary Remedial Action Agreement ("Agreement") is between Alameda Unified School District ("Responsible Party(ies)") and the Alameda County Environmental Health Department (ACEHD) and is effective on the date signed by the Director of ACEHD.

Responsible Party(ies) have completed and submitted a request form for ACEHD to provide regulatory oversight of site assessment and remedial actions with respect to subsurface contamination under the environmental cleanup case (the "Case") at property(ies) (the "Site") identified below:

T10000022988
GeoTracker Global ID

RO0003666
Alameda County Case ID

Alameda High School Swim Center
Case Name

2253 Encinal Avenue
Property Address

Alameda, CA 94501
City, State Zip Code

71-216-35-4
Assessor's Parcel Number(s)

The Parties hereby agree as follows:

1) Site Assessment & Remedial Action. Responsible Party(ies) agrees to:

   a) Perform the remedial actions identified in Exhibit 1 and other actions as may be requested by ACEHD during the term of this Agreement.

   b) Perform all the work required by this Agreement including modifications or additions requested by ACEHD.

   c) Timely reporting, investigation, and cleanup of soil and/or groundwater contamination, in compliance with appropriate laws, regulations, and policies.

   d) Conduct all activities in accordance with applicable regulatory requirements, and industry practices.

   e) Conduct remedial actions that may be necessary to protect human health and the environment.

2) ACEHD Oversight. ACEHD shall review and provide written comments to Responsible Party(ies) regarding the proposed site assessment(s) and/or remedial work. Regardless of the level of oversight from ACEHD, the Responsible Party(ies) is responsible for all actions related to the site. Responsible Party(ies) is also responsible for compliance with any new laws or regulations that may be applicable during the term of this Agreement.

3) Documents.

a) Responsible Party(ies) hereby verifies that it has submitted to ACEHD all background information, environmental assessment reports (including Phase I Environmental Assessment Reports), analytical results, and any other information pertinent to the characterization and cleanup of the site ("Documents").

b) Responsible Party(ies) hereby verifies that all submitted information and documents are current and accurate to the best of his/her knowledge. Responsible Party(ies) understands and agrees that Documents it submits must be prepared by, signed and stamped by environmental professionals who are licensed to perform these activities in California.

c) If any additional information becomes available, or Responsible Party(ies) becomes aware that information contained in any Document is inaccurate, it shall immediately notify ACEHD in writing.

4) Dangerous Condition. Responsible Party(ies) shall notify ACEHD immediately upon learning of any condition that may pose an immediate threat to public health or safety or the environment. Responsible Party(ies) shall immediately take remedial measures to address any immediate threat or imminent or substantial endangerment.

5) State Enforcement Action. Entering into this Agreement does not prevent the Department of Toxic Substances Control (DTSC), the State Water Resources Control Board (State Water Board), or the San Francisco Bay Regional Water Quality Control Board (Regional Water Board) from taking an enforcement action to address the release.

6) Referral of Case to the DTSC or Regional Water Board. Nothing in this Agreement prevents ACEHD, if it determines it is appropriate, from referring the site to DTSC or Regional Water Board.

7) Electronic Submittal of Information to GeoTracker. This case is subject to California regulations for electronic submittal of information for all soil and groundwater cleanup cases in California (Title 23, Division 3, Chapter 30, Articles 1 and 2; Title 27, Division 3, Subdivisions 1 and 2). In order to be considered complete, all required submittals must be uploaded to the State of California GeoTracker database in compliance with State Water Board (GeoTracker) requirements by specified submittal due dates.

8) Completion of Site Assessment and/or Remedial Action. Upon completion of site assessment and/or remedial action, ACEHD will provide the Responsible Party(ies) with a letter stating that actions required by this Agreement are complete and no further action is required (i.e., Closure Letter).

9) Long-term Management of Environmental Engineering Controls.

a) If the remedial action includes installation of environmental engineering controls to mitigate human health exposure risk from residual contamination at the site, Responsible Party(ies) shall:

i) Complete all remediation phases;

ii) Mitigate all current risks to receptors;

iii) Confirm risk management measures are in place; and

iv) Prepare and record a covenant for environmental restrictions in accordance with California Civil Code §1471, Covenants To Do Or Refrain From Doing.

b) ACEHD will issue a No Further Remedial Action Letter when the above items are completed and a Risk Management Plan is submitted by the Responsible Party(ies), and approved by ACEHD, that includes the following:

i) A maintenance/monitoring/reporting program to confirm ongoing performance of the environmental engineering controls and risk management measures until such time that subsurface contamination no long poses a risk to human health if the environmental engineering controls were not in place;

ii) Routine inspections and testing in accordance with the maintenance/monitoring/reporting program to confirm the environmental engineering controls continue to be protective of human health and the environment and perform as designed.

iii) Reports from of all inspection and testing are uploaded on to GeoTracker in accordance with Title 23 of the California Code of Regulations, Division 3, Chapter 30, Electronic Submission of Information.

10) Full Compliance. Responsible Party(ies) is required to comply with all legal requirements. Entering into this Agreement with ACEHD does not affect the rights or obligations of any other agency to regulate, inspect, permit, issue violations and issue orders. Responsible Party(ies) cannot rely on this Agreement, any directions or assistance from ACEHD to avoid compliance with the law or responding to and fully cooperating with other regulatory agencies.

11) Access to Site. Responsible Party(ies) shall provide ACEHD full access to the Site and take all reasonable efforts to obtain access to offsite areas to which access is necessary to implement this Agreement. Such access shall be provided to ACEHD employees, contractors, and consultants at all reasonable times. Nothing in this paragraph is intended or shall be construed to limit in any way the right of entry or inspection that ACEHD or any other agency may otherwise have by operation of law.

12) Payment of Cost.

a) Fees. Pursuant to Health and Safety Code § 101490 ACEHD will charge Responsible Party(ies) for all costs including ACEHD staff time. Responsible Party(ies) agrees to promptly pay all charges.

b) Hourly Rate. The ACEHD hourly charge rate is $174 per hour as of July 1, 2021. The hourly charge rate may be adjusted periodically to reflect program costs. For this case, approximately two hours have already been worked, and will be debited against deposit/refund account.

c) Deposit. Responsible Party(ies) shall submit an initial deposit of $10,000.00 payable to Alameda County Environmental Health Department with the ACEHD case number (which can be found on the footer of this Agreement) and the Site address written on the check. Checks are to be mailed or delivered to the attention of ACEHD Finance Department, 1131 Harbor Bay Parkway, Alameda, CA 94502. This deposit may or may not be sufficient to provide all necessary regulatory oversight. At the request of ACEHD, Responsible Party(ies) will submit a further deposit if the funds are depleted. Additional funds, if requested, must be submitted within two (2) weeks of the request.

d) Application of Deposit. ACEHD will apply the deposit as work is performed. If the initial fund deposit is insufficient, an additional deposit will be requested. Any unused funds will be refunded to the Responsible Party(ies). If the reasonable and necessary costs have been expended, including staff time, prior to execution of this Agreement, ACEHD will apply the deposit to that amount first.

e) Payment of Costs after Termination. In the event that this Agreement is terminated for any reason, the Responsible Party(ies) shall still be responsible for payment of ACEHD costs through the effective date of termination.

13) Indemnification. Responsible Party(ies), directly or through the Site property owner, agrees to hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, their officers, agents and employees from and against any and all claims, causes of action, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from or in any way connected with this Agreement except where caused solely by the gross negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Responsible Party(ies) of any obligation hereunder.

14) Termination.

a) ACEHD may, after giving Responsible Party(ies) adequate notice, withdraw from this Agreement at any time after making one of the following findings: (1) Responsible Party(ies) Is not in compliance with this Agreement; (2) Appropriate staff resources, technical expertise, or technical capabilities are not available to adequately provide

oversight of the remedial action; or (3) The release of the waste that is the subject of the remedial action is of a sufficiently complex nature or may present such a significant potential hazard to human health or the environment that it should be referred to the DTSC or a Regional Water Board.

b) The Responsible Party(ies) may terminate this Agreement provided: (1) the Responsible Party(ies) pays ACEHD costs through the effective date of termination; (2) The Responsible Party(ies) submits all analytical results and any other information pertinent to the characterization and cleanup of the site in its possession through the effective date of termination; and (3) in coordination with ACEHD, is leaving the Site in a safe condition as of the effective date of termination including filling in any excavations, removing equipment and providing pertinent information to the Property Owner, with a copy to ACEHD.

15) Entire Agreement. This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between Parties relating to the subject matter of this Agreement. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.

16) Headings. Headings are for convenience of reference only and shall in no way affect interpretation of the Agreement.

17) Severability: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

**Responsible Party**
Alameda Unified School District

Shariq Khan — SHARIQ KHAN — 12/23/2024
Signature (Respon ble Party) — Printed Name — Date
Authorized Person:
Title:

**Acknowledged by Property Owner**
Alameda Unified School District

SKhan
Shariq Khan (12/12/2024 16:31 PST) — Shariq Khan — 12/12/2024
Signature (Property Owner) — Printed Name — Date
Authorized Person: Shariq Khan
Title: Asst. Sup. - Business Services

**Estimated cost estimate not to exceed $175,000.00**

Signature: — Printed Name — Date
Authorized Person: Gary K. Lym
Title: Board President

**Alameda County Environmental Health Department**

Ronald Browder — Ronald Browder — 12.23.2024
Signature (Director) — Printed Name — Date

# EXHIBIT 1

## SCOPE OF WORK

This Voluntary Remedial Action Agreement applies to [2253 Encinal Avenue, Alameda, CA 94501, (APN 71-216-35-4). ACEHD will provide oversight of investigation and cleanup of subsurface contamination from historical land uses, including site assessment, and/or remedial action at the site with respect to subsurface contamination at the site.

Responsible Party(ies) shall complete the following tasks:

1. Submittal of Existing Data. Submit to ACEHD all background information, analytical results, environmental assessment reports including Phase I environmental assessment reports and any other information pertinent to environmental conditions at the site.

2. Site Assessment. Conduct site assessment activities to characterize the nature and extent of contamination and to determine whether the site poses a threat to human health or the environment. Documents which may be required as part of this site assessment could potentially include the following:

    - Work Plans
    - Site Assessment Reports
    - Risk Assessment Reports
    - Sensitive Receptor Survey Reports
    - Conceptual Site Models

3. Remedial Actions. Documents which may be required as part of remedial actions could potentially include the following:

    - Interim Remedial Action Work Plans
    - Feasibility Study Reports
    - Remedial Action Plans
    - Remedial Action Completion Reports
    - Risk Management Plans
    - Monitoring Reports
    - Recording of Environmental Covenant

4. Additional Actions. Responsible Party(ies) understands that as additional information about the waste release, site conditions, and related information becomes available, additional actions may be recommended and/or required. ACEHD will provide the information regarding additional actions through directive letters referencing this Agreement.

# ENVIRONMENTAL OVERSIGHT PROGRAM APPLICATION
## SCHOOL PROPERTY EVALUTION AND CLEANUP DIVISION

The purpose of this application is to obtain information necessary to determine the eligibility of the site for acceptance into the Environmental Oversight Program. Please use additional pages, as necessary, to complete your responses.

### SECTION 1 PROPONENT INFORMATION

| | | |
|---|---|---|
| Proponent Name<br>Alameda Unified School District | | |
| Principal Contact Name<br>Monty Patterson | | Phone<br>( 510 ) 812 - 9228 |
| Street Address<br>2060 Challenger Drive | | |
| City<br>Alameda | State<br>CA | Zip Code<br>94501 |
| Proponent's relationship to site<br>Land Owner | | |
| Designated Agreement Manager Name<br>Monty Patterson | Title<br>Sr. Director of Construction | |
| Brief statement of why the proponent is interested in DTSC services related to site<br>AUSD is seeking DTSC oversight to address any environmental concerns the site might have before start of construction. AUSD is also seeking state funding to support this project and DTSC review and approval are required. | | |
| **Contact information for DTSC billing purposes** | | |
| Contact Name<br>Andrelee Patalot \| Budget Analyst \| apatolot@alamedaunified.org | | Phone<br>( 510 ) 337 - 7000 ext77119 |
| Department<br>Construction Department | | |
| Street Address<br>2060 Challenger Drive | | |
| City<br>Alameda | State<br>CA | Zip Code<br>94501 |

### SECTION 2 SITE INFORMATION

| | | |
|---|---|---|
| Is this site listed on EnviroStor? ☑ Yes ☐ No | | |
| If yes, provide EnviroStor Name<br>FRANK OTIS ELEMENTARY SCHOOL | EnviroStor Number<br>(60003971) | |
| Site Name<br>Otis Elementary School | | |
| Street Address<br>3010 Fillmore Street | | |
| City<br>Alameda | County<br>Alameda | Zip Code<br>94501 |
| Assessor's Parcel Number(s)<br>69-14-1 | | |
| **Please attach a site location map and a current site plan** | | |

**SECTION 2 SITE INFORMATION (continued)**

| **Current Owner** | | |
|---|---|---|
| Contact Name<br>Alameda Unified School District | | Phone<br>( 510 ) 337 - 7000 |
| Street Address (mailing)<br>2060 Challenger Drive | | |
| City<br>Alameda | State<br>CA | Zip Code<br>94501 |

**Background and Previous Business Operations**

Name

Type

Years of Operation

If known, list all previous businesses operating on site

Based on the Phase I ESA findings, the site consisted of undeveloped/vacant land prior to the existing school development in 1955.

What hazardous substances/wastes have been associated with the site?

Phase I ESA identified fill material potentially used to level the site prior to the existing school development in the 1950s. The undocumented fill material source is identified as a potential source of impacts. Additionally, lead-based paint present on structures developed prior to 1978 has been identified.

What environmental media is/was/may be contaminated?

☐ air ☐ groundwater ☑ soil ☐ surface water

Has sampling or other investigations been conducted? ☑ Yes ☐ No

Specify

Initial sampling was April 2025, a second sampling event was conducted in July 2025. The analytical results from Terracon's initial site investigation identified metals arsenic, cadmium, hexavalent chromium, and lead at concentrations exceeding Department of Toxic Substances Control (DTSC) Screening Levels (SLs).

If yes, what hazardous substances have been detected and what were their maximum concentrations?

Lead - 130 mg/kg
Arsenic - 22 mg/kg
Cadmium - 13 mg/kg
Mercury - 1.3 mg/kg
Hexavalent Chromium - 0.49 mg/kg

Are any federal, state, or local regulatory agencies currently involved with the site? ☐ Yes ☑ No

If yes, provide the agency name, involvement, and contact names and telephone numbers below:

| Agency | Involvement | Contact Name | Phone |
|---|---|---|---|
| | | | ( ) - |
| | | | ( ) - |
| | | | ( ) - |

| How many future students and classrooms will the site accommodate? | What is the anticipated opening date? |
|---|---|
| 564 students. 22 classrooms | August 2028 |

What oversight service is being requested of the Department?

☑ PEA ☐ RI/FS ☐ Removal Action ☐ Remedial Action ☐ RAP ☐ Certification

☐ Other (describe the proposed project)

Is there currently a potential of exposure of the community or workers to hazardous substances at the site?

☐ Yes ☐ No

If yes, please explain

No. Pressing the "no" box selects all the boxes above.

**SECTION 3 COMMUNITY INFORMATION**

Describe the site property (include approximate size)

The Frank Otis Elementary School campus is located at 3010 Fillmore Street in Alameda, California, and consists of an approximately 2.7-acre tract of land identified as Assessor Parcel Number (APN) 69-14-1. The school campus is composed of a main admin/classroom bldg, MPR, Second classroom bldg and 5 portables.

Describe the surrounding land use (including proximity to residential housing, schools, day care facilities, churches, etc.)

North, east and west sides are residential. South side has a city park.

Describe the visibility of activities on the site to neighbors

highly visible

What are the demographics of the community (socioeconomic level, ethnic composition, specific language considerations, etc.)?

middle to upper-middle class, varied ethnic composition.

**Local Interest**

Has there been any media coverage?

no

**Past Public Involvement**

Has there been any past public interest in the site as reflected by community meetings, ad hoc committees, workshops, fact sheets, newsletters, etc.?

On September 10th, there was a public meeting to inform the parents of the upcoming construction project and the logistics of the temporary campus that students will attend off-site during construction. No environmental concerns were brought up at this time.

**SECTION 3 COMMUNITY INFORMATION (continued)**

| **Key Issues and Concerns** |
|---|
| Have any specific concerns/issues been raised by the community regarding past operations or present activities at the site?<br>No |
| Are there any concerns/issues anticipated regarding site activities?<br>Construction noise and vibrations from pile driving activities. |
| Are there any general environmental concerns/issues in the community relative to neighboring sites?<br>No |
| **Key Contacts** |
| Please attach a list of key contacts for this site, including city manager, city planning department, county environmental health department, local elected officials, and any other community members interested in the site. Please include addresses and phone numbers for each contact. |

**SECTION 4 CERTIFICATION**

The signatory below is an authorized representative of the Project Proponent and certifies that the preceding information is true to the best of their knowledge. The Applicant agrees to reimburse the lead agency (the Department of Toxic Substances Control) for the lead agency's costs in preparing and negotiating the appropriate cost recovery agreement, regardless of whether the agreement is subsequently executed by the Applicant and the lead agency, and, in the event the cost recovery agreement is executed by the parties, for oversight of the activities identified in the Scope of Work of the selected Agreement.

| Authorized Representative Name (Print) | Title | |
|---|---|---|
| Shariq Khan | Assistant Superintendent of Business Services | |
| Signature<br>SKhan<br>Shariq Khan (10/22/2025 14:21:09 PDT) | | Date<br>10-22-2025 |

Please forward the completed application and attachment(s) by mail or in person to:

Ms. Tina Kahaduwa
Agreement Coordinator
Brownfields Restoration and Schools Evaluation Branch– Cypress
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630
Phone: (714) 484-5486
Email: tina.kahaduwa@dtsc.ca.gov

Application for Review School Phase 1 (August 2025)
Estimated Fee: $11,500.00

Environmental Oversight Program Application
Estimated Fee: $60,000.00

Total Estimated Fee: $71,500.00

Ms. Kahaduwa will prepare and forward an agreement for review and signature. Subsequently, a project manager will contact the identified principal contact for the proponent to schedule a scoping meeting.

# Department of Toxic Substances Control
# Application for Review
# School Phase I or Phase I Addendum Report

The purpose of this application is to provide the Department of Toxic Substances Control (DTSC) sufficient information regarding your proposed school project and for DTSC to obtain reimbursement from the Proponent for DTSC's oversight in reviewing the Phase I or Phase I addendum Report. The detailed site information requested in this application will also help expedite DTSC's review and provides needed information for DTSC's database, EnviroStor. Please submit the application and the Phase I or Phase I Addendum Report, along with a check in the amount of $1,500 payable to DTSC, to DTSC's Phase I Coordinator for processing. Additional pages may be used, if necessary. DTSC will issue refunds to a school district if Phase I or Phase I addendum costs are less than $1,500. DTSC may also issue invoices to a school district for Phase I or Phase I addendum review costs that exceed $1,500.

## SECTION 1
## APPLICANT/PRIMARY CONTACT INFORMATION

Applicant Name: Alameda Unified School District

Applicant Point of Contact Name: Monty Patterson

E-mail Address: MPatterson@alamedaunified.org

Phone: (510)337-7000

Address, City, County & Zip Code: 2060 Challenger Drive, Alameda, CA 94501

Applicant's relationship to site: Current Owner ☒ Prospective Purchaser ☐
Other (please describe):

Consulting Firm Name: Terracon Consultants, Inc.

Consultant Point of Contact Name: Joe Rosenbery, MS, PG

E-mail Address: Joe.Rosenbery@terracon.com

Phone: (916)928-4690

Address, City, County & Zip Code: 50 Goldenland Ct. Ste 100, Sacramento, CA 95834

Agency's Primary Point of Contact for this Site: Applicant Contact ☐ or Consultant Contact ☒

Billable Party Information: Alameda Unified School District

Billing Point of Contact Name: Construction Department

E-mail Address: construction@alamedaunified.org

Phone: (510)337 - 7000

**Department of Toxic Substances Control**
**Application for Review**
**School Phase I or Phase I Addendum Report**

## SECTION 2
## SITE INFORMATION

If applicable, the applicant may supplement the responses to this section with information from a Phase I Environmental Assessment or other site investigation reports available for the site.

1. Is this site listed on EnviroStor? Yes ☐ No ☒ and/or Geotracker? Yes ☐ No ☒

2. Name of Site (Proposed school name or existing school name): Frank Otis Elementary School

3. Address, City, County, ZIP: 3010 Fillmore St, Alameda, CA 94501

4. APN(s): 69-14-1

5. Provide a Site Location Map and a Site Diagram showing significant features

6. Describe the site property (include approximate size & description of features): School property is roughly 119,000sf. It includes an existing Administration/Classroom Building, an MPR, a newer two-story classroom building and five portable classrooms.

7. Describe the proposed project (include location, existing features and development plan): The proposed project includes demolition of the existing administration/classroom building with partial one and two-stories, one portable building, blacktop playground and concrete paving, select trees and vegetation, gardens, irrigation systems, utilities and perimeter fencing in designated areas. These removals make way for a new one-story administration/media center, a two-story classroom building, a CMU trash enclosure, and comprehensive site upgrades including utilities, landscaping, fire safety systems, solar power, and outdoor learning and recreational spaces.

8. Provide the projected schedule of the proposed project: Summer 2026 -Summer 2028

9. Latitude: 37.7543 Longitude: -122.2386

10. Proposed No. of Classrooms: 22 Proposed No. of Students: 564

11. Past historical Site names, if any:

## SECTION 3
## CERTIFICATION

The signatory below is an authorized representative of the Project Applicant and certifies that the preceding information is true to the best of their knowledge. **Project Applicant agrees to reimburse DTSC for all costs incurred by DTSC related to all work**

**Department of Toxic Substances Control**
**Application for Review**
**School Phase I or Phase I Addendum Report**

**associated with completion of a Phase I, including site visits, and, if required, a Phase I Addendum**

Monty Patten — 8/13/2025 — Sr. Director of Construction

Applicant Representative — Date — Title

SKhan
Shariq Khan (08/14/2025 14:59:29 PDT)

08/14/2025

Asst. Sup. - Business Services

Total not to exceed: $11,500.00

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 a Nonpublic, Nonsectarian School/Agency Services Master Contract "Master Contract" with Non-Public Schools and Non-Public Agencies to support Special Education students. Through the year, Individual Service Agreements (ISAs) are entered into under the terms and conditions of the Master Contracts which allocate funds for services required to provide support to individual student needs in accordance with the Individuals with Disabilities in Education Act (IDEA).<br><br>Below are details of ISAs executed and attached to this agenda item.<br><br>1. (Fund 01) Individual Services Agreement between AUSD and Pine Health for a total of $62,370.00.<br>2. (Fund 01) Amendment No. 1 to Individual Services Agreement between AUSD and The Phillips Academy for an increase of $10,492.00 for a new total of $89,656.00.<br><br>ISAs uploaded to this item have been redacted to maintain student confidentiality. |
| **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 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 |

**ATTACHMENTS:**

| | Description | Upload Date | Type |
|---|---|---|---|
| 🗋 | Pine Health_Para 5 | 10/23/2025 | Backup Material |
| 🗋 | The Phillips Academy_Amendment 1 | 10/21/2025 | Backup Material |

## INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 9/2/25, and services may only begin following the date of the final authorized signature. This agreement terminates at 5:00 P.M. on 6/4/26 unless sooner terminated as provided in the Master Contract and by applicable law.

| | |
|---|---|
| LEA - Alameda Unified School District | (NPA) Pine Health |
| 2060 Challenger Drive<br>Alameda, CA 94501 | (Address)<br>(City, State, Zip) 2999 N. 44th St, Suite 220, Phoenix, AZ 85018 |
| **Anum Khan, Coordinator**<br>anumkhan@alamedaunified.org<br>**Emily Langworth, Contracts/Billing**<br>elangworth@alamedaunified.org | (Rep/Contact) Adam Boxberger |
| [redacted] | (CDE Cert #) 9903791 |
| [redacted] | (Title of Position(s)) Para 5 |
| [redacted] | (Name(s) of Individual Assigned) Aline Sandoval |

***The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.***

| SERVICE | # of Hours or Sessions | Cost per Hourly Rate or Session | Maximum Number of Hours or Sessions | Estimated Maximum Total Cost for Contracted Period |
|---|---|---|---|---|
| Intensive Individual Services (340) | 6 | $ 63 | 165 | 62,370 |
| Language/Speech Therapy (415) | | | | |
| Adapted Physical Ed. (425) | | | | |
| Health and Nursing: Specialized Physical Health Care (435) | | | | |
| Health and Nursing Services: Other (436) | | | | |
| Assistive Technology Services (445) | | | | |
| Occupational Therapy (450) | | | | |
| Physical Therapy (460) | | | | |
| Individual Counseling (510) | | | | |
| Counseling and guidance (515). | | | | |
| Social Work Services (525) | | | | |
| Psychological Services (530) | | | | |
| Behavior Intervention Services (535) | | | | |
| Specialized Services for Low Incidence Disabilities (610) | | | | |
| Specialized Deaf and Hard of Hearing Services (710) | | | | |
| Interpreter Services (715) | | | | |
| Audiological Services (720) | | | | |
| Specialized Vision Services (725) | | | | |

| SERVICE | # of Hours or Sessions | Cost per Hourly Rate or Session | Maximum Number of Hours or Sessions | Estimated Maximum Total Cost for Contracted Period |
|---|---|---|---|---|
| Orientation and Mobility (730) | | | | |
| Braille Transcription (735) | | | | |
| Specialized Orthopedic Service (740) | | | | |
| Reader Services (745) | | | | |
| Note Taking Services (750) | | | | |
| Transcription Services (755) | | | | |
| Recreation Services (760) | | | | |
| College Awareness Preparation (820) | | | | |
| Vocational Assessment, Counseling, Guidance and Career Assessment (830) | | | | |
| Career Awareness (840) | | | | |
| Work Experience Education (850) | | | | |
| Mentoring (860) | | | | |
| Agency Linkages (865) | | | | |
| Other Transition Services (890) | | | | |
| Other | | | | |

**TOTAL ESTIMATED COSTS NOT TO EXCEED** $ 62,370.00

*Additional services or service hours must be processed as an Amendment to this ISA*

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

Pine Health
(Name of Nonpublic Agency)

(Signature) 10/22/25 (Date)

Adam Boxberger, SVP of Operations
(Name and Title)

-LEA-

ALAMEDA UNIFIED SCHOOL DISTRICT

Kirsten Zazo (10/23/2025 08:19:51 PDT) 10/23/2025

(Signature) (Date)

Kirsten Zazo, Assistant Superintendent of Educational Services

**(CONTRACTS EXCEEDING $114,800 ARE NOT APPROVED NOR AUTHORIZED TO BEGIN WITHOUT SIGNATURE OF THE BOARD PRESIDENT)**

President, Board of Education (Date)
Alameda Unified School District

*Amendment No. 1*
*Dated: August 12, 2025*

# *INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES*

*EC. Sections 56365 et seq.*

*This agreement is effective on* **October 14, 2025** *or the date student begins attending a nonpublic school, if after the date identified, and terminates at 5:00 P.M. on* **June 30, 2026**, *unless sooner terminated as provided in the Master Contract and by applicable law.*

| | | | |
|---|---|---|---|
| *Local Education Agency* | Alameda Unified School District | *Nonpublic School* | The Phillips Academy |
| *LEA/Case Manager* | Jorge Wahner | *Email* | jwahner@alamedaunified.org |
| *Pupil Name* | [redacted] | | |
| *Address* | | | |
| *DOB* | | | |
| *Parent/Guar.* | | | |
| *Address* | | | |

Agreement Terms:

| | | |
|---|---|---|
| *1. Nonpublic School: The average number of minutes in the instructional day will be:* | 360 | during the regular school year (RSY) |
| | 240 | during the extended school year (ESY) |
| *2. Nonpublic School: The number of school days in the calendar of the school year are:* | 180 | during the regular school year (RSY) |
| | 24 | during the extended school year (ESY) |

*3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.*

*Daily Rate* $322.00

**A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):**

| | | | | | | |
|---|---|---|---|---|---|---|
| *Estimated Number of Days - Regular SY* | 180 | days x | daily rate | $0.00 | *Projected Basic Ed. Costs RSY* | *$0.00* |
| *Estimated Number of Days - Extended SY* | 24 | days x | daily rate | $0.00 | *Projected Basic Ed. Costs ESY* | *$0.00* |
| | | | | | *Total Estimated Basic Education Costs (regular school year and extended school year)* | |

**B. Related Services**

| *Service* | *Provider* | *RSY & ESY* | *Cost per Hour* | *Individual* | *Frequency* | *Group* | *Frequency* | *Consult* | *Frequency* | *Total* |
|---|---|---|---|---|---|---|---|---|---|---|
| Occupational therapy | NPS | RSY+ESY | $113.00 | 30 | mins/weekly | 0 | mins/weekly | 0 | year | $2,429.50 |
| | | | | 30 | mins/weekly | 0 | mins/weekly | 0 | mins/mo/year | |
| | | | | | | | | | *Total Cost* | *$2,429.50* |
| Education Therapy | NPS | RSY | $125.00 | 90 | mins/weekly | 0 | mins/weekly | 0 | mins/mo/year | $8,062.50 |
| | | ESY | | 90 | mins/weekly | 0 | mins/weekly | 0 | mins/mo/year | |
| | | | | | | | | | *Total Cost* | *$8,062.50* |
| | NPS | RSY | | 0 | mins/weekly | 0 | mins/weekly | 0 | mins/mo/year | |
| | | ESY | | 0 | mins/weekly | 0 | mins/weekly | 0 | mins/mo/year | |
| | | | | | | | | | *Total Cost* | *$0.00* |
| | NPS | RSY | | 0 | mins/weekly | 0 | mins/weekly | 0 | mins/mo/year | |
| | | ESY | | 0 | mins/weekly | 0 | mins/weekly | 0 | mins/mo/year | |
| | | | | | | | | | *Total Cost* | *$0.00* |
| | NPS | RSY | | 0 | mins/weekly | 0 | mins/weekly | 0 | mins/mo/year | |
| | | ESY | | 0 | mins/weekly | 0 | mins/weekly | 0 | mins/mo/year | |
| | | | | | | | | | *Total Cost* | *$0.00* |
| | NPS | RSY | | 0 | mins/weekly | 0 | mins/weekly | 0 | mins/mo/year | |
| | | ESY | | 0 | mins/weekly | 0 | mins/weekly | 0 | mins/mo/year | |
| | | | | | | | | | *Total Cost* | *$0.00* |
| | NPS | RSY | | 0 | mins/weekly | 0 | mins/weekly | 0 | mins/mo/year | |
| | | ESY | | 0 | mins/weekly | 0 | mins/weekly | 0 | hrs/year | |
| | | | | | | | | | *Total Cost* | *$0.00* |
| | NPS | RSY | | 0 | mins/weekly | 0 | mins/weekly | 0 | mins/mo/year | |
| | | ESY | | 0 | mins/weekly | 0 | mins/weekly | 0 | mins/mo/year | |
| | | | | | | | | | *Total Cost* | *$0.00* |
| | NPS | RSY | | 0 | mins/weekly | 0 | mins/weekly | 0 | mins/mo/year | |
| | | ESY | | 0 | mins/weekly | 0 | mins/weekly | 0 | mins/mo/year | |
| | | | | | | | | | *Total Cost* | *$0.00* |
| | NPS | RSY | | 0 | mins/weekly | 0 | mins/weekly | 0 | mins/mo/year | |
| | | ESY | | 0 | mins/weekly | 0 | mins/weekly | 0 | mins/mo/year | |
| | | | | | | | | | *Total Cost* | *$0.00* |

| | |
|---|---|
| *Amended Total Basic Education and Related Service Costs :* | *$10,492.00* |
| *Original ISA Amount :* | *$79,164.00* |
| Total Estimated Maximum Basic Education and Related Services Costs : | $89,656.00 |

*4. Other Provisions/Attachments:*

*5. Progress Reporting Requirements:* Quarterly (x) Monthly *Other (please specify):*

*The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.*

| *Contractor* | *LEA* |
|---|---|
| The Phillips Academy | Alameda Unified School District |
| *Name of Nonpublic School/Agency* | *Name of LEA* |
| Esther Cohen 10/8/25 | Kirsten Zazo (10/11/2025 07:44:43 PDT) 10/11/2025 |
| *Signature* *Date* | *Signature* *Date* |
| *Name and Title* | *Kirsten Zazo, Assistant Superintendent of Educational Services* |
| Dr. Esther Cohen, Executive Director | |
| | *Signature* *Date* |
| | *President, Board of Education, Alameda Unified School District* |
| | (CONTRACTS EXCEEDING $114,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT) |

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

| | |
|---|---|
| **Item Title:** | Approval of New High School Course Description: Forensic Sciences |
| **Item Type:** | Consent |
| **Background:** | Staff seek approval of the following new course description that will be offered at the high schools beginning with the 2026-27 SY.<br><br>**Course Title:** Forensic Sciences<br>**Prerequisite:** Biology<br>**Elective/Required:** None<br>**Grade Level:** 11th and 12th<br>**Subject Area:** Science/Biology<br>**Length:** 1 Year<br>**Credits:** 10<br>**Proposed by:** Vernon Walton, Director of Secondary Education |
| **AUSD LCAP Goals:** | 1. Eliminate barriers to student success and maximize learning time.\| 2a. Support all students in becoming college and career ready.\| 2b. Support all English Learners (ELs) in becoming college and career ready.\| 4. Ensure that all students have access to basic services. |
| **Fund Codes:** | |
| **Fiscal Analysis** | |
| **Amount (Savings) (Cost):** | N/A |
| **Recommendation:** | Approve as submitted. |
| **AUSD Guiding Principle:** | #1 - All students have the ability to achieve academic and personal success.\| #2 - Teachers must challenge and support all students to reach their highest academic and personal potential. |
| **Submitted By:** | Vernon Walton, Director of Secondary Education |

**ATTACHMENTS:**

| | Description | Upload Date | Type |
|---|---|---|---|
| 🗋 | New HS Course Description: Forensic Sciences | 10/16/2025 | Backup Material |

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

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**Item Title:** Approval of School Family Involvement Policies for the 2025-26 School Year

**Item Type:** Consent

**Background:** In support of strengthening student academic achievement, each school within the district that receives Title I Part A funds must develop a written Family Involvement Policy in alignment with AUSD's Parent Involvement Policy (BP 6020). This policy comes before the Board annually and requires Board approval.

No changes have been made to the district's Parent Involvement Policy (BP 6020) since the last revision in October 2020.

The Title I schools listed below have reviewed their site's School Family Involvement Policy with stakeholders and seek Board approve of the policies and compact attached to this agenda item.

- Love Elementary
- Paden Elementary
- Ruby Bridges Elementary
- Wood Middle School

**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

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**ATTACHMENTS:**

| | Description | Upload Date | Type |
|---|---|---|---|
| 🗋 | AUSD_BP/AR 6020_Parent Involvement Policy_10.27.20 | 10/17/2025 | Backup Material |
| 🗋 | 25-26 Family Involvement Policy and Compact_Love Elementary | 10/17/2025 | Backup Material |
| 🗋 | 25-26 Family Involvement Policy and Compact_Paden Elementary | 10/17/2025 | Backup Material |
| 🗋 | 25-26 Family Involvement Policy and Compact_Ruby Bridges Elementary | 10/17/2025 | Backup Material |
| 🗋 | 25-26 Family Involvement Policy and Compact_Wood MS | 10/17/2025 | Backup Material |

## Policy 6020: Parent Involvement

**Status:** ADOPTED

**Original Adopted Date:** 06/12/2007 | **Last Revised Date:** 10/27/2020 | **Last Reviewed Date:** 10/27/2020

The Governing Board recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent/guardian involvement in the education of their children contributes greatly to student achievement and a positive school environment. The Superintendent or designee shall work with parents/guardians and family members to jointly develop and agree upon policy and strategies to meaningfully involve parents/guardians and family members in district and school activities at all grade levels; advisory, decision-making, and advocacy roles; and activities to support learning at home.

Parents/guardians shall be notified of their rights to be informed about and to participate in their children's education and of the opportunities available to them to do so.

The district's local control and accountability plan (LCAP) shall include goals and strategies for parent/guardian involvement and family engagement, including district efforts to seek parent/guardian input in district and school site decision making and to promote parent/guardian participation in programs for English learners, foster youth, students eligible for free and reduced-price meals, and students with disabilities. (Education Code 42238.02, 52060)

The Superintendent or designee shall regularly evaluate and report to the Board on the effectiveness of the district's parent/guardian and family engagement efforts, including, but not limited to, input from parents/guardians, family members, and school staff on the adequacy of involvement opportunities and on barriers that may inhibit participation.

**Title I Schools**

The Superintendent or designee shall involve parents/guardians and family members in establishing district expectations and objectives for meaningful parent/guardian and family engagement in schools supported by Title I funding, developing strategies that describe how the district will carry out each activity listed in 20 USC 6318, as contained in the accompanying administrative regulation, and implementing and evaluating such programs, activities, and procedures. As appropriate, the Superintendent or designee shall conduct outreach to all parents/guardians and family members. (Education Code 11503; 20 USC 6318)

When the district's Title I, Part A allocation exceeds the amount specified in 20 USC 6318, the Board shall reserve at least one percent of the funding to implement parent/guardian and family engagement activities and shall distribute at least 90 percent of those reserved funds to eligible schools, with priority given to high-need schools as defined in 20 USC 6631. The Superintendent or designee shall involve parents/guardians and family members of participating students in decisions regarding how the district's Title I funds will be allotted for parent/guardian and family engagement activities. (20 USC 6318)

Expenditures of such funds shall be consistent with the activities specified in this policy and shall include at least one of the following: (20 USC 6318)

1. Support for schools and nonprofit organizations in providing professional development for district and school staff regarding parent/guardian and family engagement strategies, which may be provided jointly to teachers, principals, other school leaders, specialized

instructional support personnel, paraprofessionals, early childhood educators, and parents/guardians and family members

2. Support for programs that reach parents/guardians and family members at home, in the community, and at school

3. Dissemination of information on best practices focused on parent/guardian and family engagement, especially best practices for increasing the engagement of economically disadvantaged parents/guardians and family members

4. Collaboration, or the provision of subgrants to schools to enable collaboration, with community-based or other organizations or employers with a record of success in improving and increasing parent/guardian and family engagement

5. Any other activities and strategies that the district determines are appropriate and consistent with this policy

If the district also receives funds under federal Title IV, Part E, to coordinate and enhance family engagement programs, the Superintendent or designee shall inform parents/guardians and organizations of the existence of Title IV. (20 USC 6318)

The district's Board policy and administrative regulation containing parent/guardian and family engagement strategies shall be incorporated into the district's LCAP in accordance with 20 USC 6312. (20 USC 6318)

The Superintendent or designee shall ensure that each school receiving Title I funds develops a school-level parent/guardian and family engagement policy in accordance with 20 USC 6318.

District and school-level parent/guardian and family engagement policies and administrative regulations shall be distributed to parents/guardians of students participating in Title I programs and shall be available to the local community. Parents/guardians shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand. (20 USC 6318)

**Non-Title I Schools**

The Superintendent or designee shall develop and implement strategies applicable to each school that does not receive federal Title I funds to encourage the involvement and support of parents/guardians in the education of their children, including, but not limited to, strategies describing how the district and schools will address the purposes and goals described in Education Code 11502. (Education Code 11504)

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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 18275 | Child care and development programs; parent involvement and education |
| Ed. Code 11500-11505 | Programs to encourage parent involvement |
| Ed. Code 48985 | Notices to parents in language other than English |

| | |
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| Ed. Code 51101 | Parents Rights Act of 2002 |
| Ed. Code 52060-52077 | Local control and accountability plan |
| Ed. Code 54444.1-54444.2 | Parent advisory councils; services to migrant children |
| Ed. Code 56190-56194 | Community advisory committee; special education |
| Ed. Code 64001 | School plan for student achievement; consolidated application programs |
| Lab. Code 230.8 | Time off to visit child's school |

| **Federal** | **Description** |
|---|---|
| 20 USC 6311 | State plan |
| 20 USC 6312 | Local educational agency plan |
| 20 USC 6314 | Schoolwide programs |
| 20 USC 6318 | Parent and family engagement |
| 20 USC 6631 | Teacher and school leader incentive program; purposes and definitions |
| 28 CFR 35.104 | Definitions, auxiliary aids and services |
| 28 CFR 35.160 | Effective communications for individuals with disabilities |

| **Management Resources** | **Description** |
|---|---|
| California Department of Education Publication | Family Engagement Framework: A Tool for California School Districts, 2014 |
| California Department of Education Publication | Title I School-Level Parental Involvement Policy |
| U.S. Department of Education Publication | Parental Involvement:  Title I, Part A, Non-Regulatory Guidance, April 23, 2004 |
| Website | CSBA District and County Office of Education Legal Services |
| Website | California Department of Education, Family, School, Community Partnerships |
| Website | California Parent Center |
| Website | California State Parent Teacher Association |
| Website | CSBA |
| Website | National PTA |
| Website | Parent Information and Resource Centers |
| Website | Parents as Teachers National Center |
| Website | U.S. Department of Education |

**Cross References**

| **Code** | **Description** |
|---|---|
| 0000 | Vision |

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|---|---|
| 0000 | Vision |
| 0100 | Philosophy |
| 0400 | Comprehensive Plans |
| 0410 | Nondiscrimination In District Programs And Activities |
| 0420 | School Plans/Site Councils |
| 0420 | School Plans/Site Councils |
| 0430 | Comprehensive Local Plan For Special Education |
| 0430 | Comprehensive Local Plan For Special Education |
| 0450 | Comprehensive Safety Plan |
| 0450 | Comprehensive Safety Plan |
| 0460 | Local Control And Accountability Plan |
| 0460 | Local Control And Accountability Plan |
| 0500 | Accountability |
| 1000 | Concepts And Roles |
| 1100 | Communication With The Public |
| 1100 | Communication With The Public |
| 1113 | District And School Websites |
| 1113 | District And School Websites |
| 1113-E PDF(1) | District And School Websites |
| 1114 | District-Sponsored Social Media |
| 1220 | Citizen Advisory Committees |
| 1220 | Citizen Advisory Committees |
| 1230 | School-Connected Organizations |
| 1230 | School-Connected Organizations |
| 1240 | Volunteer Assistance |
| 1240 | Volunteer Assistance |
| 1250 | Visitors/Outsiders |
| 1250 | Visitors/Outsiders |
| 1260 | Educational Foundation |
| 1400 | Relations Between Other Governmental Agencies And The Schools |
| 1700 | Relations Between Private Industry And The Schools |
| 2230 | Representative And Deliberative Groups |

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|---|---|
| 3100 | Budget |
| 3100 | Budget |
| 3231 | Impact Aid |
| 3280 | Sale Or Lease Of District-Owned Real Property |
| 3280 | Sale Or Lease Of District-Owned Real Property |
| 4115 | Evaluation/Supervision |
| 4115 | Evaluation/Supervision |
| 4131 | Staff Development |
| 4131 | Staff Development |
| 4215 | Evaluation/Supervision |
| 4231 | Staff Development |
| 4231 | Staff Development |
| 4315 | Evaluation/Supervision |
| 4331 | Staff Development |
| 4331 | Staff Development |
| 5020 | Parent Rights And Responsibilities |
| 5020 | Parent Rights And Responsibilities |
| 5030 | Student Wellness |
| 5113 | Absences And Excuses |
| 5113 | Absences And Excuses |
| 5113.1 | Chronic Absence And Truancy |
| 5113.1 | Chronic Absence And Truancy |
| 5121 | Grades/Evaluation Of Student Achievement |
| 5121 | Grades/Evaluation Of Student Achievement |
| 5123 | Promotion/Acceleration/Retention |
| 5123 | Promotion/Acceleration/Retention |
| 5141.22 | Infectious Diseases |
| 5141.22 | Infectious Diseases |
| 5142.2 | Safe Routes To School Program |
| 5142.2 | Safe Routes To School Program |
| 5145.6 | Parent/Guardian Notifications |
| 5145.6-E PDF(1) | Parent/Guardian Notifications |
| 5148 | Child Care And Development |

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|---|---|
| 5148 | Child Care And Development |
| 5148.2 | Before/After School Programs |
| 5148.2 | Before/After School Programs |
| 5148.3 | Preschool/Early Childhood Education |
| 5148.3 | Preschool/Early Childhood Education |
| 6000 | Concepts And Roles |
| 6011 | Academic Standards |
| 6120 | Response To Instruction And Intervention |
| 6142.6 | Visual And Performing Arts Education |
| 6142.8 | Comprehensive Health Education |
| 6142.8 | Comprehensive Health Education |
| 6145 | Extracurricular And Cocurricular Activities |
| 6145 | Extracurricular And Cocurricular Activities |
| 6146.11 | Alternative Credits Toward Graduation |
| 6146.11 | Alternative Credits Toward Graduation |
| 6154 | Homework/Makeup Work |
| 6154 | Homework/Makeup Work |
| 6154-E PDF(1) | Homework/Makeup Work |
| 6161.1 | Selection And Evaluation Of Instructional Materials |
| 6161.1 | Selection And Evaluation Of Instructional Materials |
| 6161.1-E PDF(1) | Selection And Evaluation Of Instructional Materials |
| 6162.5 | Student Assessment |
| 6162.51 | State Academic Achievement Tests |
| 6162.51 | State Academic Achievement Tests |
| 6164.5 | Student Success Teams |
| 6164.5 | Student Success Teams |
| 6170.1 | Transitional Kindergarten |
| 6171 | Title I Programs |
| 6171 | Title I Programs |
| 6173.1 | Education For Foster Youth |
| 6173.1 | Education For Foster Youth |
| 6173.2 | Education Of Children Of Military Families |
| 6174 | Education For English Learners |

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|---|---|
| 6174 | Education For English Learners |
| 6174-E PDF(1) | Education For English Learners |
| 6175 | Migrant Education Program |
| 6175 | Migrant Education Program |
| 6177 | Summer Learning Programs |
| 6178 | Career Technical Education |
| 6178 | Career Technical Education |
| 6178.1 | Work-Based Learning |
| 6178.1 | Work-Based Learning |
| 6184 | Continuation Education |
| 6184 | Continuation Education |
| 9200 | Limits Of Board Member Authority |
| 9310 | Board Policies |

**Regulation 6020: Parent Involvement** **Status:** ADOPTED

**Original Adopted Date:** 06/12/2007 | **Last Revised Date:** 10/27/2020 | **Last Reviewed Date:** 10/27/2020

**District Strategies for Title I Schools**

To ensure that parents/guardians and family members of students participating in Title I programs are provided with opportunities to be involved in their children's education, the district shall:

1. Involve parents/guardians and family members in the joint development of a district plan that meets the requirements of 20 USC 6312 and in the development of school support and improvement plans pursuant to 20 USC 6311 (20 USC 6318)

   The Superintendent or designee may:

   a. In accordance with Education Code 52063, establish a district-level parent advisory committee and, as applicable, an English learner parent advisory committee to review and comment on the district's local control and accountability plan (LCAP) in accordance with the review schedule established by the Governing Board

   b. Invite input on the plan from other district committees and school site councils

   c. Communicate with parents/guardians through the district newsletter, web site, or other methods regarding the plan and the opportunity to provide input

   d. Provide copies of working drafts of the plan to parents/guardians in an understandable and uniform format and, to the extent practicable, in a language the parents/guardians can understand

   e. Ensure that there is an opportunity at a public Board meeting for public comment on the plan prior to the Board's approval of the plan or revisions to the plan

   f. Ensure that school-level policies on parent/guardian and family engagement address the role of school site councils and other parents/guardians as appropriate in the development and review of school plans

2. Provide coordination, technical assistance, and other support necessary to assist and build the capacity of Title I schools in planning and implementing effective parent/guardian and family engagement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations or individuals with expertise in effectively engaging parents/guardians and family members in education (20 USC 6318)

   The Superintendent or designee may:

   a. Assign district personnel to serve as a liaison to the schools regarding Title I parent/guardian and family engagement issues

b. Identify funding and other resources, including community resources and services, that may be used to strengthen district and school parent/guardian and family engagement programs

c. Provide training for the principal or designee of each participating school regarding Title I requirements for parent/guardian and family engagement, leadership strategies, and communication skills to assist in facilitating the planning and implementation of related activities

d. With the assistance of parents/guardians, provide information and training to teachers and other staff regarding effective parent/guardian involvement practices and legal requirements

e. Provide information to schools about the indicators and assessment tools that will be used to monitor progress

3. To the extent feasible and appropriate, coordinate and integrate Title I parent/guardian and family engagement strategies with parent/guardian and family engagement strategies of other relevant federal, state, and local programs and ensure consistency with federal, state, and local laws (20 USC 6318)

   The Superintendent or designee may:

   a. Identify overlapping or similar program requirements

   b. Involve district and school site representatives from other programs to assist in identifying specific population needs

   c. Schedule joint meetings with representatives from related programs and share data and information across programs

   d. Develop a cohesive, coordinated plan focused on student needs and shared goals

4. Conduct, with meaningful involvement of parents/guardians and family members, an annual evaluation of the content and effectiveness of the parent/guardian and family engagement policy in improving the academic quality of the schools served by Title I, including identification of: (20 USC 6318)

   a. Barriers to greater participation in parent/guardian and family engagement activities, with particular attention to parents/guardians who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background

   b. The needs of parents/guardians and family members, so they can better assist with their children's learning and engage with school personnel and teachers

   c. Strategies to support successful school and family interactions

      The Superintendent or designee may:

      a. Use a variety of methods, such as focus groups, surveys, and workshops, to evaluate the satisfaction of parents/guardians and staff with the quality and frequency of district communications

b. Gather and monitor data regarding the number of parents/guardians and family members participating in district activities and the types of activities in which they are engaged

c. Recommend to the Board measures to evaluate the impact of the district's parent/guardian and family engagement efforts on student achievement

The Superintendent or designee shall notify parents/guardians of this review and assessment through regular school communications mechanisms and shall provide a copy of the assessment to parents/guardians upon their request. (Education Code 11503)

5. Use the findings of the evaluation conducted pursuant to item #4 above to design evidence-based strategies for more effective parent/guardian and family involvement and, if necessary, to revise the parent/guardian and family engagement policy (20 USC 6318)

   The Superintendent or designee may:

   a. Analyze data from the evaluation to identify parent/guardian and family engagement activities that have been successful and those activities that have had lower participation or less meaningful involvement by parents/guardians

   b. Analyze parent/guardian and family participation to determine the level of participation by traditionally underrepresented groups

   c. With the involvement of parents/guardians, recommend and draft proposed policy revisions to submit to the Board for consideration

6. Involve parents/guardians in the activities of schools served by Title I, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents/guardians or family members served by the district to adequately represent the needs of the population served by the district for the purposes of developing, revising, and reviewing the parent/guardian and family engagement policy (20 USC 6318)

   The Superintendent or designee may:

   a. Include information about school activities in district communications to parents/guardians and family members

   b. To the extent practicable, assist schools with translation services or other accommodations needed to encourage participation of parents/guardians and family members

   c. Establish processes to encourage parent/guardian input regarding their expectations and concerns for their children

In addition, the district shall promote the effective involvement of parents/guardians and support a partnership among the school, parents/guardians, and the community to improve student achievement by implementing the actions specified in item #7 of the section "School-Level Policies for Title I Schools" below. (20 USC 6318)

**School-Level Policies for Title I Schools**

At each school receiving Title I funds, a written policy on parent/guardian and family engagement shall be developed jointly with the parents/guardians and family members of participating students. The school policy shall describe the means by which the school will: (20 USC 6318)

1. Convene an annual meeting, at a convenient time, to which all parents/guardians of participating students shall be invited and encouraged to attend, in order to inform parents/guardians of their school's participation in Title I and to explain Title I requirements and the right of parents/guardians to be involved

2. Offer a flexible number of meetings, such as meetings in the morning or evening, for which related transportation, child care, and/or home visits may be provided as such services relate to parent/guardian involvement

3. Involve parents/guardians in an organized, ongoing, and timely way in the planning, review, and improvement of Title I programs, including the planning, review, and improvement of the school's parent/guardian and family engagement policy and, if applicable, the joint development of the plan for schoolwide programs pursuant to 20 USC 6314

   The school may use an existing process for involving parents/guardians in the joint planning and design of the school's programs provided that the process includes adequate representation of parents/guardians of participating students.

4. Provide the parents/guardians of participating students all of the following:

   a. Timely information about Title I programs

   b. A description and explanation of the school's curriculum, forms of academic assessment used to measure student progress, and the achievement levels of the state academic standards

   c. If requested by parents/guardians, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions related to their children's education. The district shall respond to any such suggestions as soon as practicably possible.

5. If the schoolwide program plan is not satisfactory to the parents/guardians of participating students, submit any parent/guardian comments when the school makes the plan available to the district

6. Jointly develop with the parents/guardians of participating students a school-parent compact that outlines how parents/guardians, the entire school staff, and students will share responsibility for improved student academic achievement and the means by which the school and parents/guardians will build a partnership to help students achieve state standards

   This compact shall address:

   a. The school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to achieve the state's challenging academic achievement standards

   b. Ways in which parents/guardians will be responsible for supporting their children's learning, volunteering in the classroom, and participating, as appropriate, in decisions

related to their children's education and the positive use of extracurricular time

c. The importance of communication between teachers and parents/guardians on an ongoing basis through, at a minimum:

   i. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as it relates to the student's achievement

   ii. Frequent reports to parents/guardians on their children's progress

   iii. Reasonable access to staff, opportunities to volunteer and participate in their child's classroom, and observation of classroom activities

   iv. Regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand

7. Promote the effective involvement of parents/guardians and support a partnership among the school, parents/guardians, and the community to improve student achievement through the following actions:

   a. Assist parents/guardians in understanding such topics as the state academic standards, state and local academic assessments, the requirements of Title I, and how to monitor a child's progress and work with educators to improve the achievement of their children

   b. Provide parents/guardians with materials and training, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to help them work with their children to improve their children's achievement

   c. With the assistance of parents/guardians, educate teachers, specialized instructional support personnel, principals and other school leaders, and other staff, in the value and utility of parent/guardian contributions and in how to reach out to, communicate with, and work with parents/guardians as equal partners, implement and coordinate parent/guardian programs, and build ties between parents/guardians and the schools

   d. To the extent feasible and appropriate, coordinate and integrate parent/guardian involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents/guardians in fully participating in their children's education

   e. Ensure that information related to school and parent/guardian programs, meetings, and other activities is sent to the parents/guardians of participating students in a format and, to the extent practicable, in a language the parents/guardians can understand

   f. Provide other such reasonable support for parent/guardian involvement activities as parents/guardians may request

In addition, the school plan may include strategies to:

a. Involve parents/guardians in the development of training for teachers, principals, and other educators to improve the effectiveness of such training

b. Provide necessary literacy training, using Title I funds if the district has exhausted all other reasonably available sources of funding for such training

c. Pay reasonable and necessary expenses associated with parent/guardian involvement activities, including transportation and child care costs, to enable parents/guardians to participate in school-related meetings and training sessions

d. Train parents/guardians to enhance the involvement of other parents/guardians

e. Arrange school meetings at a variety of times or, when parents/guardians are unable to attend such conferences, conduct in-home conferences between parents/guardians and teachers or other educators who work directly with participating students, in order to maximize parent/guardian involvement and participation

f. Adopt and implement model approaches to improving parent/guardian involvement

g. Establish a parent advisory council to provide advice on all matters related to parent/guardian involvement in Title I programs

h. Develop appropriate roles for community-based organizations and businesses in parent/guardian involvement activities

i. Make referrals to community agencies and organizations that offer literacy training, parent/guardian education programs, and/or other services that help to improve the conditions of parents/guardians and families

j. Provide a master calendar of district/school activities and meetings

k. Provide information about opportunities for parent/guardian and family engagement through the district newsletter, web site, or other written or electronic means

l. Engage parent-teacher organizations to actively seek out and involve parents/guardians through regular communication updates and information sessions

m. To the extent practicable, provide translation services at school sites and at meetings involving parents/guardians and family members as needed

n. Provide training and information to members of district and school site councils and advisory committees to help them fulfill their functions

o. Provide ongoing workshops to assist school site staff, parents/guardians, and family members in planning and implementing improvement strategies, and seek their input in developing the workshops

p. Regularly evaluate the effectiveness of staff development activities related to parent/guardian and family engagement

q. Include expectations for parent/guardian outreach and involvement in staff job descriptions and evaluations

r. To the extent practicable, provide opportunities for the informed participation of parents/guardians and family members (including parents/guardians and family members with limited English proficiency, parents/guardians and family members with disabilities, and

parents/guardians and family members of migrant children), including providing information and school reports required under 20 USC 6311(h) in a format and language such parents/guardians can understand

If the school has a parent involvement policy that applies to all parents/guardians, it may amend that policy to meet the above requirements. (20 USC 6318)

Each school receiving Title I funds shall annually evaluate the effectiveness of its parent/guardian and family engagement policy. Such evaluation may be conducted during the process of reviewing the school plan for student achievement in accordance with Education Code 64001.

The school's policy shall be periodically updated to meet the changing needs of parents/guardians and the school. (20 USC 6318)

**District Strategies for Non-Title I Schools**

For each school that does not receive federal Title I funds, the Superintendent or designee shall, at a minimum:

1. Engage parents/guardians and family members positively in their children's education by providing assistance and training on topics such as state academic standards and assessments to increase their knowledge and skills to use at home to support their children's academic efforts at school and their children's development as responsible members of society (Education Code 11502, 11504)

   The Superintendent or designee may:

   a. Provide or make referrals to literacy training and/or parent education programs designed to improve the skills of parents/guardians and enhance their ability to support their children's education

   b. Provide information, in parent handbooks and through other appropriate means, regarding academic expectations and resources to assist with the subject matter

   c. Provide parents/guardians with information about students' class assignments and homework assignments

2. Inform parents/guardians that they can directly affect the success of their children's learning, by providing them with techniques and strategies that they may use to improve their children's academic success and to assist their children in learning at home (Education Code 11502, 11504)

   The Superintendent or designee may:

   a. Provide parents/guardians with information regarding ways to create an effective study environment for their children at home and to encourage good study habits

   b. Encourage parents/guardians to monitor their children's school attendance, homework completion, and television viewing

   c. Encourage parents/guardians to volunteer in their child's classroom and to participate in school advisory committees

3. Build consistent and effective two-way communication between the home and school so that parents/guardians and family members may know when and how to assist their children in support of classroom learning activities (Education Code 11502, 11504)

   The Superintendent or designee may:

   a. Ensure that teachers provide frequent reports to parents/guardians on their children's progress and hold parent-teacher conferences at least once per year with parents/guardians of elementary school students

   b. Provide opportunities for parents/guardians to observe classroom activities and to volunteer in their child's classroom

   c. Provide information about parent/guardian and family engagement opportunities through district, school, and/or class newsletters, the district's web site, and other written or electronic communications

   d. To the extent practicable, provide notices and information to parents/guardians in a format and language they can understand

   e. Develop mechanisms to encourage parent/guardian input on district and school issues

   f. Identify barriers to parent/guardian and family participation in school activities, including parents/guardians and family members who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background

   g. Encourage greater parent/guardian participation by adjusting meeting schedules to accommodate parent/guardian needs and, to the extent practicable, by providing translation or interpreter services, transportation, and/or child care

4. Train teachers, administrators, specialized instructional support personnel, and other staff to communicate effectively with parents/guardians as equal partners (Education Code 11502, 11504)

   The Superintendent or designee may:

   a. Provide staff development to assist staff in strengthening two-way communications with parents/guardians, including parents/guardians who have limited English proficiency or limited literacy

   b. Invite input from parents/guardians regarding the content of staff development activities pertaining to home-school communications

5. Integrate and coordinate parent/guardian and family engagement activities within the LCAP with other activities

   The Superintendent or designee may:

a. Include parent/guardian and family engagement strategies in school reform or school improvement initiatives

b. Involve parents/guardians and family members in school planning processes

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| Ed. Code 52060-52077 | Local control and accountability plan |
| Ed. Code 54444.1-54444.2 | Parent advisory councils; services to migrant children |
| Ed. Code 56190-56194 | Community advisory committee; special education |
| Ed. Code 64001 | School plan for student achievement; consolidated application programs |
| Lab. Code 230.8 | Time off to visit child's school |

| **Federal** | **Description** |
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| 20 USC 6312 | Local educational agency plan |
| 20 USC 6314 | Schoolwide programs |
| 20 USC 6318 | Parent and family engagement |
| 20 USC 6631 | Teacher and school leader incentive program; purposes and definitions |
| 28 CFR 35.104 | Definitions, auxiliary aids and services |
| 28 CFR 35.160 | Effective communications for individuals with disabilities |

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|---|---|
| California Department of Education Publication | Family Engagement Framework: A Tool for California School Districts, 2014 |
| California Department of Education Publication | Title I School-Level Parental Involvement Policy |
| U.S. Department of Education Publication | Parental Involvement: Title I, Part A, Non-Regulatory Guidance, April 23, 2004 |
| Website | CSBA District and County Office of Education Legal Services |
| Website | California Department of Education, Family, School, |

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|---|---|
| | Community Partnerships |
| Website | California Parent Center |
| Website | California State Parent Teacher Association |
| Website | CSBA |
| Website | National PTA |
| Website | Parent Information and Resource Centers |
| Website | Parents as Teachers National Center |
| Website | U.S. Department of Education |

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|---|---|
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| 0400 | Comprehensive Plans |
| 0410 | Nondiscrimination In District Programs And Activities |
| 0420 | School Plans/Site Councils |
| 0420 | School Plans/Site Councils |
| 0430 | Comprehensive Local Plan For Special Education |
| 0430 | Comprehensive Local Plan For Special Education |
| 0450 | Comprehensive Safety Plan |
| 0450 | Comprehensive Safety Plan |
| 0460 | Local Control And Accountability Plan |
| 0460 | Local Control And Accountability Plan |
| 0500 | Accountability |
| 1000 | Concepts And Roles |
| 1100 | Communication With The Public |
| 1100 | Communication With The Public |
| 1113 | District And School Websites |
| 1113 | District And School Websites |
| 1113-E PDF(1) | District And School Websites |
| 1114 | District-Sponsored Social Media |
| 1220 | Citizen Advisory Committees |

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| 1220 | Citizen Advisory Committees |
| 1230 | School-Connected Organizations |
| 1230 | School-Connected Organizations |
| 1240 | Volunteer Assistance |
| 1240 | Volunteer Assistance |
| 1250 | Visitors/Outsiders |
| 1250 | Visitors/Outsiders |
| 1260 | Educational Foundation |
| 1400 | Relations Between Other Governmental Agencies And The Schools |
| 1700 | Relations Between Private Industry And The Schools |
| 2230 | Representative And Deliberative Groups |
| 3100 | Budget |
| 3100 | Budget |
| 3231 | Impact Aid |
| 3280 | Sale Or Lease Of District-Owned Real Property |
| 3280 | Sale Or Lease Of District-Owned Real Property |
| 4115 | Evaluation/Supervision |
| 4115 | Evaluation/Supervision |
| 4131 | Staff Development |
| 4131 | Staff Development |
| 4215 | Evaluation/Supervision |
| 4231 | Staff Development |
| 4231 | Staff Development |
| 4315 | Evaluation/Supervision |
| 4331 | Staff Development |
| 4331 | Staff Development |
| 5020 | Parent Rights And Responsibilities |
| 5020 | Parent Rights And Responsibilities |
| 5030 | Student Wellness |
| 5113 | Absences And Excuses |
| 5113 | Absences And Excuses |
| 5113.1 | Chronic Absence And Truancy |

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| 5113.1 | Chronic Absence And Truancy |
| 5121 | Grades/Evaluation Of Student Achievement |
| 5121 | Grades/Evaluation Of Student Achievement |
| 5123 | Promotion/Acceleration/Retention |
| 5123 | Promotion/Acceleration/Retention |
| 5141.22 | Infectious Diseases |
| 5141.22 | Infectious Diseases |
| 5142.2 | Safe Routes To School Program |
| 5142.2 | Safe Routes To School Program |
| 5145.6 | Parent/Guardian Notifications |
| 5145.6-E PDF(1) | Parent/Guardian Notifications |
| 5148 | Child Care And Development |
| 5148 | Child Care And Development |
| 5148.2 | Before/After School Programs |
| 5148.2 | Before/After School Programs |
| 5148.3 | Preschool/Early Childhood Education |
| 5148.3 | Preschool/Early Childhood Education |
| 6000 | Concepts And Roles |
| 6011 | Academic Standards |
| 6120 | Response To Instruction And Intervention |
| 6142.6 | Visual And Performing Arts Education |
| 6142.8 | Comprehensive Health Education |
| 6142.8 | Comprehensive Health Education |
| 6145 | Extracurricular And Cocurricular Activities |
| 6145 | Extracurricular And Cocurricular Activities |
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| 6146.11 | Alternative Credits Toward Graduation |
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| 6154-E PDF(1) | Homework/Makeup Work |
| 6161.1 | Selection And Evaluation Of Instructional Materials |
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| 6161.1-E PDF(1) | Selection And Evaluation Of Instructional Materials |

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| 6162.5 | Student Assessment |
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| 6174 | Education For English Learners |
| 6174 | Education For English Learners |
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| 6175 | Migrant Education Program |
| 6175 | Migrant Education Program |
| 6177 | Summer Learning Programs |
| 6178 | Career Technical Education |
| 6178 | Career Technical Education |
| 6178.1 | Work-Based Learning |
| 6178.1 | Work-Based Learning |
| 6184 | Continuation Education |
| 6184 | Continuation Education |
| 9200 | Limits Of Board Member Authority |
| 9310 | Board Policies |

*We want you to know that your involvement--as parents and caregivers of our students--is very important to our school. Did you know that family involvement is one of the main things affecting students' academic achievement and overall experience at school?*

*In this document, we want to share all of the different ways that our school is committed to involving families in our policies and our everyday actions. We take these responsibilities seriously, not just to fulfill our requirements, but because it's what's best for our students and our school.*

*If you have questions or concerns, or if you would like to get more involved in our school, please contact our principal, assistant principal, or School Site Council, chairperson.*

# Love Elementary School
# *Family Involvement Policy*

* * * * *

## PART I. GENERAL EXPECTATIONS

**Love Elementary School** agrees to implement the following legal requirements:

- During School Site Council meetings, the school will jointly develop with parents/guardians and distribute to parents/guardians a *School Family Involvement Policy* that the school and parents/guardians agree on.
- The school will notify parents/guardians about the *School Family Involvement Policy* in an understandable and uniform format and, to the extent practicable, will distribute and post this policy to parents/guardians in a language the parents/guardians can understand.
- The school will make the *School Family Involvement Policy* available to the local community. For example, we will leave copies of the policy in our school's office. We will post a notice to the community on our website notifying community members that they may obtain copies of our policy in our school's office.
- The school will periodically update the *School Family Involvement Policy* to meet the changing needs of parents/guardians and the school.
- The school will adopt the school's School-Family Agreement as a component of its *School Family Involvement Policy*.
- The school agrees to be governed by the following legal definition of family involvement and will carry out programs, activities, and procedures in accordance with this definition:

*Family involvement means the participation of parents/guardians in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring—*

*(A) that parents/guardians play an integral role in assisting their student's learning;*

*(B) that parents/guardians are encouraged to be actively involved in their student's education at school;*

*(C) that parents/guardians are full partners in their student's education and are included, as appropriate, in decision-making and on advisory committees to assist in the education of their student;*

*(D) the carrying out of other activities, such as those described in Section 1118 of the ESEA (Elementary and Secondary Education Act).*

## PART II. DESCRIPTION OF HOW THE SCHOOL WILL IMPLEMENT REQUIRED SCHOOL FAMILY INVOLVEMENT POLICY COMPONENTS

1. **Love Elementary School** will take the following actions to involve parents/guardians in the joint development and joint agreement of its *School Family Involvement Policy* and its schoolwide plan, if applicable, in an organized, ongoing, and timely way under section 1118(b) of the ESEA:

    a. Schedule a meeting of all parents/guardians to discuss the Title 1 program and to disseminate information.
    b. Review Title 1 policy and needs assessments through a cycle of inquiry as documented in our Single Plan for Student Achievement (SPSA). The SPSA will be revised in the winter.
    c. Work collaboratively with all parent groups and advisory councils to update and inform parents/guardians of the Title 1 program.

2. **Love Elementary School** will take the following actions to distribute to all parents/guardians and the local community, the *School Family Involvement Policy*:

    a. Copy and distribute the policy school-wide at the beginning of each school year and disseminate information to all parents/guardians.
    b. Provide information on parent square and PTA newsletter. Note: online newsletter can be translated into multiple languages.

3. **Love Elementary School** will periodically update its *School Family Involvement Policy* to meet the changing needs of parents/guardians and the school:

    a. School Site Council will update the *School Family Involvement Policy* yearly with input from parents/guardians and advisory groups.
    b. School Site Council will collect feedback from parents/guardians for the *School Family Involvement Policy* throughout the year.

4. **Love Elementary School** will convene an annual meeting to inform parents/guardians of the following:

a. That their student's school participates in the Title 1 schoolwide program,
b. About the requirements of Title 1, and
c. Of their rights to be involved in school activities, functions, and governance.

5. **Love Elementary School** will hold a flexible number of meetings at varying times. Our school will use Title I funding to make family involvement more convenient for families by arranging for translation and child care,
6. **Love Elementary School** will provide timely information about Title I programs to all parents/guardians in a timely manner using the following:

    a. Annual Title 1 Meeting (at various times including Back to School Night)
    b. *Parent Square*
    c. *Love Title 1 Fact Page* (given at meetings and available on the school website)
    d. School Site Council meetings and bulletin board

7. **Love Elementary School** will provide to all parents/guardians a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet by using the following:

    a. Back to School Night
    b. Trimester Report Card (indicating skill areas for parents/guardians to help their students)
    c. Parent Teacher Conferences in 1st trimester (all students) and 2nd trimester (limited for students of greatest need)
    d. Open House

8. **Love Elementary School** will provide parents/guardians of participating students, if requested by parents/guardians, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their students, and respond to any such suggestions as soon as practicably possible using the following:
    a. Annual Title 1 Meeting
    b. Parent Teacher Conferences
    c. School Site Council Meetings

9. **Love Elementary School** will submit to the district any parent comments if the schoolwide plan under section (1114)(b)(2) is not satisfactory to parents/guardians following the District Uniform Complaint process.

## PART III. SHARED RESPONSIBILITIES FOR HIGH STUDENT ACADEMIC ACHIEVEMENT

1. **Love Elementary School** will build the school's and parents/guardians' capacity for strong family involvement, in order to ensure effective involvement of parents/guardians and to support a partnership among the school, parents/guardians, and the community to improve student academic achievement, through the following activities specifically described below:

    - Provide opportunities for school, family, community partnership: Back to School Night, Annual Title 1 Meetings, English Language Advisory Council, Parent Teacher Conferences, School Site Council, Parent Teacher Association, family nights, volunteer opportunities, Alameda Education Foundation, Parent Handbook,

Student Study Team meetings, Individualized Education Plan meetings, School Smarts.

- Create a School-Family Agreement yearly with parents/guardians through School Site Council. The agreement will explain how the responsibility for high student academic achievement will be shared between teachers, parents/guardians, and students.
- Publicize to families that anyone can attend School Site Council (SSC) meetings.

2. **Love Elementary School** will, with the assistance of its district, provide assistance to parents/guardians of students served by the school in understanding topics such as the following, by undertaking the actions described in this paragraph --

    - the State's Common Core State Standards (CCSS),
    - the State's student academic achievement standards,
    - the State and local academic assessments including alternate assessments,
    - the requirements of Title I,
    - how to monitor their student's progress, and
    - how to work with educators:

    *Information will be distributed in the following ways to provide assistance to parents/guardians in understanding how to work with their students and school staff*

    - School Registration Packet provided online
    - Parent Square
    - Back to School Night
    - Title 1, English Language Advisory Council, School Site Council meetings
    - Report Card and Parent Teacher Conferences
    - Student Study Team meetings or Individual Educational Plan meetings

3. **Love Elementary School** will, with the assistance of its district, provide materials and training to help parents/guardians work with their students to improve their student's academic achievement, such as literacy training, and using technology, as appropriate, to foster family involvement, by
    - Distributing and posting information to parents/guardians regarding district-wide training and information through Parent Square sent electronically.

4. **Love Elementary School** will, with the assistance of its district and parents/guardians, educate its staff on how to reach out to, communicate with, and work with parents/guardians as equal partners in the value and utility of contributions of parents/guardians, and in how to implement and coordinate parent programs and build ties between parents/guardians and schools, by
    - Providing Professional Development through staff meetings, workshops, conferences, or informational materials
    - Designating a Teacher Liaison to attend all Parent Teacher Association meetings
    - Having the principal attend Parent Teacher Association Executive Board meetings.
    - Providing family outreach by parent liaison

5. **Love Elementary School** will, to the extent feasible and appropriate, coordinate and integrate family involvement and activities with preschools and other programs such as LEAPS after-school program and the Woodstock Child Development Center program, that encourage and support parents/guardians in more fully participating in the education of their students, by

- Disseminating and posting information to parents/guardians regarding programs and activities
- Communicating with other programs through emails, staff meetings, phone calls

6. **Love Elementary School** will, to the extent feasible and appropriate, take the following actions to ensure that information related to the school and parents, such as programs, meetings, and other activities, is sent to parents/guardians in an understandable and uniform format, including alternative formats upon request, and, to the extent practicable, in a language the parents/guardians can understand, by

    - Disseminating information to parents/guardians via Parent Square, robocalls, Love website, emails, and text messages.
    - Posting information to parents/guardians in our front office, bulletin boards around the school, and on our Parent Square website
    - Disseminating and posting information in multiple languages
    - Providing interpreters for parents/guardians at school meetings, conferences, and events
    - Providing required Title 1 information, including parental/guardian rights and program details specific to our school, in a simplified and condensed one-page handout

## PART IV. DISCRETIONARY SCHOOL FAMILY INVOLVEMENT POLICY COMPONENTS

NOTE: The School Family Involvement Policy may include additional paragraphs listing and describing other discretionary activities that the school, in consultation with its parents/guardians, chooses to undertake to build parents/guardians' capacity for involvement in the school to support their students' academic achievement, such as the following discretionary activities listed under section 1118(e) of the Elementary and Secondary Education Act (ESEA):

- involving parents/guardians in the professional development of training for teachers, principals, and other educators to improve the effectiveness of that training;
- providing necessary literacy training for parents/guardians from Title I, Part A funds, if the school district has exhausted all other reasonably available sources of funding for that training;
- training parents/guardians to enhance the involvement of other parents/guardians;
- in order to maximize family involvement and participation in their students' education, arranging school meetings at a variety of times, or using a variety of communication methods such as phone calls, emails, parentsquare
- researching, adopting, and implementing model approaches to improving family involvement;
- maintaining documentation related to our *School Family Involvement Policy* for our parents/guardians and advisory councils;
- establishing a district wide parent advisory council to provide advice on all matters related to family involvement in Title I, Part A programs;
- developing appropriate roles for community-based organizations and businesses, including faith-based organizations, in family involvement activities; and
- providing other reasonable support for family involvement activities under section 1118 as parents/guardians may request.

## PART V. ADOPTION

This *School Family Involvement Policy* has been developed jointly with and agreed upon with, all parents/guardians of **Love Elementary School** students, as evidenced by School Site Council meeting agendas and minutes.

This policy was adopted by **Love Elementary School on** and will be in effect for the school year. After adoption, the school will distribute this policy to all parents/guardians of Love Elementary School students. It will be made available to the local community within one month of adoption. **Love Elementary School** will notify parents/guardians of this policy in an understandable and uniform format and, to the extent practicable, provide a copy of this policy to parents/guardians in a language the parents/guardians can understand.

*SSC Chairperson*

9/29/2025
*Date*

Tina K. Lagdamen
*Principal*

9.29.25
*Date*

# LOVE ELEMENTARY SCHOOL
# SCHOOL-FAMILY AGREEMENT 2025_2026

- ☐ **Provide high-quality curriculum and instruction** in a supportive and effective learning environment that enables all children to meet the Common Core State Standards.
- ☐ **Monitor student progress** and ensure all students get help as needs arise.
- ☐ **Communicate with parents and guardians** throughout the year about how their child is doing and ways the family can support their child's success.
- ☐ **Create a partnership** with every family in my class and be accessible to parents at reasonable times through phone calls, notes, emails, or conferences.
- ☐ **Provide a safe, positive, and healthy** learning environment.
- ☐ **Provide parents opportunities** to volunteer and participate in our class activities
- ☐ Follow AUSD guidance on Covid safety.
- ☐ **Ensure each student has access t**o a Chromebook and the internet by coordinating with Love Parent Liaisons and administrators.

## As a PARENT or GUARDIAN, I agree to:

- ☐ **Make sure my student is on time for class and strive for perfect attendance (unless sick)** to ensure academic success and to help our school get full ADA funding.
- ☐ **Make sure my student gets the right amount of sleep, ensure that they have appropriate downtime from screens and activities, and provides access to nutritious food.**
  *The American Academy of Pediatrics recommends that three- to five-year-olds get 10-13 hours of sleep a night and six- to twelve-year-olds get 9-12 hours of sleep a night.*

- ☐ **Provide a quiet, well-lighted learning and homework area** & establish a regular time to study so my child is ready to learn.
- ☐ **Use materials** the school provides to help my student.
- ☐ **Talk to my student about their assignments** and how reading, math, and science can help when pursuing goals.
- ☐ **Read with my student and play numbers games.**
- ☐ **Find out how my student is progressing** by attending conferences with the teacher and contacting the teacher whenever I have questions about my student.
- ☐ **Support my student's life skills development to become respectful, responsible, and safe community members.**
- ☐ **Understand, model, & support the 4 B's** (Be Respectful, Be Responsible, Be Safe, Be an Ally).
- ☐ **Participate in school activities.**
- ☐ Follow AUSD guidance on Covid safety.
- ☐ **Help my student follow Digital Acceptable Use Policy.**

## As a STUDENT, I agree to the following:

- ☐ **Do my personal best** on my school assignments and homework.
- ☐ **Ask questions** when I don't understand.
- ☐ **Be responsible** with my assignments by ensuring I understand them and turn them into my teacher when they are due.
- ☐ **Talk to my parent** or guardian about my school day and ask for help when needed.
- ☐ **Read on my own and/or with my family every day.**
- ☐ **Use my life skills to be a respectful, responsible, and safe community member.** Be an ally.
- ☐ **Go to bed on time and get ready for school** each morning promptly.
- ☐ **Make sure I am focused on learning** and do not have other distractions, websites, or devices during school time.
- ☐ Follow AUSD guidance on Covid safety.
- ☐ **Follow Digital Acceptable Use Policy**

*We promise to carry out the School-Family Agreement.*

Student sign : _____ Date: _____

Family sign: _____ Teacher sign:_____

# SCHOOL FAMILY INVOLVEMENT POLICY

Paden Elementary School
444 Central Ave. Alameda, CA 94501
510-748-4014

## I. GENERAL EXPECTATIONS

Paden Elementary agrees to implement the following statutory requirements:

**A.** The School Site Council/Title I Advisory Committee will jointly develop and distribute a Family Involvement Policy agreed upon by the school and families of students.

**B.** The school will notify parents about the Family Involvement Policy, to the extent possible, in a language they can understand.

**C.** The school will make the Family Involvement Policy and Parent Compact available to the local community.

**D.** The school will update the Family Involvement Policy and Parent Compact periodically as needs of parents/guardians and the school change.

**E.** The school agrees to be governed by the following statutory definition of "family involvement" and will carry out programs, activities and procedures accordingly:

## II. HOW THE SCHOOL WILL IMPLEMENT REQUIRED SCHOOL FAMILY INVOLVEMENT POLICY COMPONENTS

**A.** Paden Elementary will involve parents/guardians in the joint development and joint agreement of its School Parental Involvement Policy and its school-wide plan, if applicable, in an organized, ongoing, and timely way under § 1118(b) of the ESEA through:

- School Site Council/Title I Advisory Committee Meetings
- English Learner Advisory Committee
- Parent Teacher Association "PTA" Meetings

**B.** To make accessible the School Parental Involvement Policy to parents/guardians of participating children and the local community, Paden Elementary will distribute the (i) Parent Compact, (ii) Notification of Title I Services, and (iii) Family Involvement Policy at Fall Conferences and to new families upon registration.

**C.** To meet the changing needs of parents/guardians, Paden Elementary School will update periodically its School Parental Involvement Policy and share updates with parents/guardians through:

- School Site Council ("SSC")/Title I Advisory Committee
- PTA Meetings
- English Language Advisory Committee (Spring) (English Language Advisory Committee/"ELAC")

**D.** Paden Elementary School will convene an annual meeting to inform parents/guardians of the following:

- Their child's school participates in Title I and a description of the school's program
- The requirements of Title I
- Parents'/guardians' right to be involved (See School Compact)

**E.** In order to maximize parental involvement and participation in their children's education, Paden Elementary School will hold a flexible number of additional meetings and parent trainings at varying times and and provide child care, refreshments, and translation services as needed paid for with Title I funding, as long as these services relate to family involvement:

- Childcare and refreshments provided at School Site Council, PTA and ELAC meetings as needed
- Special Events for families including Family fun Nights, Parent Classes, and Open House
- Invitations to events translated and/or communicated by phone in the family's primary language, using the translation service provided by phone as well as placing direct text into parent square posts and messages.
- Principal and Coach attend all ELAC meetings
- Translators provided for Student Study Team meetings, conferences, Back To School Night, conferences; parent square has multiple language options.
- Student performances during and beyond the school day
- Provision of family counseling and student counseling provided upon request

**F.** Paden Elementary School will provide information about Title I programs to parents/guardians of participating children in a timely manner through:

- Parent Square to remind families of upcoming events or schedule changes
- School marquee
- Principal's newsletter, *The Paden Post* via Parent Square
- Flyers to publicize events
- Translators to contact families regarding special events

**G.** Paden Elementary I will provide to parents of participating children a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet through:

- Back To School Night & Spring Open House
- Principal Presentation on Assessment, Curriculum, and Instruction
- Student Success Team meetings
- Fall and Spring Conferences
- Individualized Intervention Plans

**H.** Paden Elementary School will provide parents/guardians of participating children, if requested, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible, through:

- School Site Council/Title I Advisory Committee (October/January/March/May)
- PTA Meetings (4-5 times per year)
- Site English Learner Advisory Committee (Fall, Winter, Spring)
- Fall Family Conferences
- Student Study Team Meetings

**I.** Paden Elementary School will submit to the district any parent comments if the school wide plan under section (1114)(b)(2) is not satisfactory to parents/guardians of participating children, communicated by:

- Email/Parent Square communication
- District complaint procedure
- Meetings with site and district administration

## III. SHARED RESPONSIBILITIES FOR HIGH STUDENT ACADEMIC ACHIEVEMENT

**A.** To ensure effective involvement of parents/guardians and to support a partnership among the school, parents/guardians, and the community to improve student academic achievement, Paden Elementary School will offer the following:

- Individualized Intervention Plans
- Small group instruction at your child's level through our Title 1 program or general ed staff
- Family Education Events and family fun Nights

**B.** The school will encourage parents/guardians to sign the school-parent compact at Back To School Night, Fall Conferences, or upon registration as a component of its School Parental Involvement Policy, which compact is monitored by administration.

**C.** The school will, with the assistance of the AUSD district, help parents/guardians understand the following topics through the actions described below:

- the state's Common Core standards (Back To School Night, Report Cards, Conferences)
- the state's student academic achievement standards (Report Cards, Conferences)
- the state and local academic assessments including alternate assessments (Report Cards, Conferences, Student Study Team meetings) the requirements of Title I (Parent Compact)
- how to monitor their child's progress (Fall Conferences)

**D.** The school will, with the assistance of the AUSD district, provide materials and training to help parents/guardians work with their children to improve their children's academic achievement by:

- Parent University/Trainings
- ELAC meetings
- Title I/family education workshop

**E.** To the extent feasible and appropriate, the school will coordinate and integrate parental involvement programs and activities with PTA, GEMS, and other programs that encourage and

support parents/guardians in more fully participating in the education of their children, by providing:

- Childcare program on site
- Information Night and School Tours (TK/Kindergarten Introductory Night)
- English Language Advisory Committee Meetings
- Phone calls to parents/guardians of English learners (in their primary language)
- Increased translation of special event flyers and notices

**F.** The school will, with the assistance of the AUSD district and parents, educate its teachers, student services personnel, principals and other staff, in how to reach out to, communicate with, and work Paden Elementary School Parental Involvement Policy with parents as equal partners, in the value and utility of contributions of parents, and in how to implement and coordinate parent programs and build ties between parents and schools, through:

- Bi-monthly faculty meetings and three professional development days; staff meetings and collaboration
- Distribution of articles on equity and parent/guardian involvement
- Staff representation on School Site Council, Title I Advisory Committee, ELAC and PTA

## IV. DISCRETIONARY SCHOOL FAMILY INVOLVEMENT POLICY COMPONENTS

**A.** All newsletters, flyers, and announcements that are sent or mailed home will be translated in major languages

**B.** Federal and state funds will be used to pay reasonable and necessary expenses associated with parental involvement activities, including child care costs, to enable parents to participate in school related meetings and training sessions.

**C.** The school will foster appropriate roles for community-based organizations and businesses, including faith-based organizations, Coast Guard, in parental involvement activities.

**D.** We will provide other reasonable support for parental involvement activities under § 1118 as parents/guardians may request.

## V. ADOPTION

This School Parental Involvement Policy has been developed jointly with, and agreed on with, parents/guardians of children participating in Title I, Part A programs, as evidenced by School Site Council in May of 2017 and language has been adopted, reviewed and approved by School Site Council yearly.

Last review: 10/7/2025
Approved by SSC: 10/7/2025

This policy was reviewed and revised by the Paden Elementary School Site Council/Title I Advisory Committee, and will be in effect for the period of one year. The school will distribute this policy to all parents/guardians of participating Title I, Part A children and to the local community on or before 10/7/2025. The Paden Elementary School's notification to families of this policy will be in an understandable format and, to the extent practicable, provided to parents/guardians in a language that they can understand.

*Tri Nguyen, Principal*

10/8/25

*Emily Allegrotti, SSC Chairperson*

10/9/2025

# Paden Elementary School
# Student-Parent-Teacher-Principal Title 1 Compact/Agreement
# 2025-2026 School Year

As a student, I agree to:

- Use my best effort to learn and complete assignments
- Discuss with my parents what I am learning in school and my goals
- Follow the school and classroom rules
- Advocate for my needs and the well being of others, be an ally
- Ask questions about things I do not understand or am curious about
- Participate in literacy activities related to my goals daily
- Use my tools to help me make good decisions and learn from mistakes

As a parent/guardian, I agree to:

- Provide a quiet study time at home and encourage good study habits
- Talk with my child about school activities every day and support the toolbox tools
- Communicate and collaborate with the teacher and the school by attending conferences, Title I Parent Meetings, looking at school work, and talking to the teacher
- Encourage my child to engage in activities to help them reach their literacy goals.
- Ensure that my child gets adequate rest, nourishment, and arrives at school on time

As a teacher I agree to:

- Provide motivating and interesting learning experiences in my classroom and on technology.
- Explain my expectations and instructional goals. Teach, Review and model Toolbox tools.
- Engage students in creating successful norms for our learning environment
- Communicate and collaborate with parent(s)/guardian(s) about student goals to ensure the best education possible and a strong working relationship with families.
- Provide families tools to support with school-wide goals at home (literacy, math, SEL)
- Provide a safe, positive, and healthy learning environment

As a principal, I agree to:

- Create a welcoming and safe environment for children and families
- Communicate to students and families the school's goals and expectations.
- Ensure a safe and orderly learning environment
- Encourage the partnership between student, parent(s)/guardian(s), and staff
- Act as the instructional leader by supporting teachers in their classroom
- Provide appropriate in-service and training for teachers and parents

**We agree to carry out the compact/agreement.**

_____
Student's Signature
Date: _____

_____
Parent's Signature
Date: _____

_____
Teacher's Signature
Date: _____

_____
Principal's Signature
Date: _____

# 25/26 SCHOOL FAMILY INVOLVEMENT POLICY

**Ruby Bridges Elementary School • 351 Jack London Avenue**

**Alameda, CA 94501 • (510) 748-4006**

## I. GENERAL EXPECTATIONS

Ruby Bridges Elementary School agrees to implement the following statutory requirements:

A. The School Site Council/Title I Advisory Committee will review and distribute a Family Involvement Policy agreed upon by the school and families of students.

B. The school will notify parents about the Family Involvement Policy, to the extent possible, in a language they can understand.

C. The school will make the Family Involvement Policy available to the local community.

D. The school will update the Family Involvement Policy periodically as needs of parents/guardians and the school change.

E. The school agrees to be governed by the following statutory definition of "family involvement" and will carry out programs, activities and procedures accordingly:

## II. HOW THE SCHOOL WILL IMPLEMENT REQUIRED SCHOOL FAMILY INVOLVEMENT POLICY COMPONENTS

A. Ruby Bridges Elementary School will involve parents/guardians in the joint development and joint agreement of its School Parental Involvement Policy and its school-wide plan, if applicable, in an organized, ongoing, and timely way under § 1118(b) of the ESEA through:

- ★ School Site Council/Title I Advisory Committee Meetings
- ★ English Learner Advisory Committee
- ★ PTA Meetings

B. To make accessible the School Parental Involvement Policy to parents/guardians of participating children and the local community, Ruby Bridges Elementary School will distribute the (i) "Student-Family-Teacher-Principal Title 1 Compact/Agreement, (ii) Notification of Title I Services, and (iii) Family Involvement Policy at Fall Conferences and to new families upon registration.

C. To meet the changing needs of parents/guardians, Ruby Bridges Elementary School will update periodically its School Parental Involvement Policy and share updates with parents/ guardians through:

★ The School Site Council ("SSC")/Title I Advisory Committee meetings held as scheduled.
★ PTA meetings are held up to four times per year.
★ English Language Advisory Committee ("ELAC") held up to four times per year.

D. Ruby Bridges Elementary School will convene an annual meeting to inform parents/guardians of the following:

★ Their child's school participates in Title I and a description of the school's program
★ The requirements of Title I schools
★ Parents'/guardians' right to be involved (See School Pledge for Learning; Student Success Team information; Promotion, and Retention, Intervention letter, SSC invitations to join the committee)

E. In order to maximize parental involvement and participation in their children's education, Ruby Bridges Elementary School may hold a flexible number of additional meetings at varying times. We will provide childcare with Title 1 funding as long as these services relate to family involvement (and as funds are available).

★ Childcare provided at School Site Council and ELAC meetings as needed

★ Special Events for families including: Heritage Night, Field Day
★ Family Education Events: Read Around the World
★ Invitations to events translated and/or communicated by email or phone in the family's primary language whenever possible (ParentSquare)
★ Principal/designee and English Language Development paraeducator attend all English Learner Advisory Committee meetings
★ Translators provided for Student Study Team meetings, conferences, Back To School Night
★ Student performances done in a safe and/or virtual manner
★ Principal, Assistant Principal or designee, meet annually meet with Coast Guard, Alameda Point Collaborative, and Bay Port families within their communities
★ AUSD reaches out to families that are homeless or in transitional housing
★ Provision of family counseling provided upon request (Alameda Family Services)

F. Ruby Bridges Elementary School will provide information about Title I programs to parents/guardians of participating children in a timely manner through:

- ★ ParentSquare communication
- ★ School marquee
- ★ Principal's newsletter
- ★ Flyers to publicize events
- ★ School website
- ★ Family/Parent liaison

G. Ruby Bridges Elementary School will provide to parents of participating children a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet through:

- ★ Back To School Night & Spring Open House
- ★ Student Success Team meetings
- ★ Fall and Spring Conferences
- ★ English Learner Advisory Committee Meetings
- ★ Annual Title 1 parent meeting

H. Ruby Bridges Elementary School will provide parents/guardians of participating children, if requested, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible, through:

- ★ School Site Council/Title I Advisory Committee (quarterly or as scheduled)
- ★ PTA Meetings (4-5 times per year)
- ★ Site English Learner Advisory Committee - ELAC
- ★ Fall and Spring Family Conferences
- ★ COST/Student Study Team Meetings
- ★ PAR/POSSIBLE RETENTION meetings re: interventions (January, March, May)

I. Ruby Bridges Elementary School will submit to the district any parent comments if the school wide plan under section (1114)(b)(2) is not satisfactory to parents/guardians of participating children, communicated by:

- ★ Email communication
- ★ District complaint procedure
- ★ Meetings with site and district administration

## III. SHARED RESPONSIBILITIES FOR HIGH STUDENT ACADEMIC ACHIEVEMENT

A. To ensure effective involvement of parents/guardians and to support a partnership among the school, parents/guardians, and the community to improve student academic achievement, Ruby Bridges Elementary School will offer the following:

- ★ Designated and Integrated English Language Instruction for English learners
- ★ After-school academic enrichment (Champions, Woodstock Child Development Center; such programs include homework support)
- ★ Family education events

B. The school will encourage parents/guardians to sign the Student-Family-Teacher-Principal Title 1 Compact/Agreement,during Fall Conferences, or upon registration as a component of its School Parental Involvement Policy, which compact is monitored by the Title I Coach.

C. The school will, with the assistance of the AUSD district, help parents/guardians understand the following topics through the actions described below:

- ★ The state's Common Core standards (Back To School Night, Report Cards, Conferences)
- ★ The state's student academic achievement standards (Report Cards, Conferences)
- ★ The state and local academic assessments including alternate assessments
- ★ Conferences, Student Study Team meetings
- ★ The requirements of Title I ("Pledge for Learning" Compact)
- ★ How to monitor their child's progress (Fall and Spring Conferences)
- ★ Instruction for adult English learners (sponsored by the AUSD Adult School)

D. The school will, with the assistance of the AUSD district, provide materials and training to help parents/guardians work with their children to improve their children's academic achievement through:

- ★ ELAC meetings
- ★ Title I family education night(s)
- ★ AUSD Special Education Meetings inclusive of families (coordinated by District Office SPED)

E. To the extent feasible and appropriate, the school will coordinate and integrate parental involvement programs and activities with public preschool and other programs that encourage and support parents/guardians in more fully participating in the education of their children, by providing:

- ★ Childcare program on site (Headstart and Transitional Kindergarten)
- ★ TK/Kindergarten Information Night
- ★ ELAC Meetings
- ★ Communication to parents/guardians of English learners (in their primary language)
- ★ Increased translation of special event flyers and notices (ParentSquare)

F. The school will, with the assistance of the AUSD district and parents, educate its teachers, pupil services personnel, principals and other staff, in how to reach out to, communicate with, and work with parents as equal partners, in the value and utility of contributions of parents, and in how to implement and coordinate parent programs and build ties between parents and schools, through:

- ★ Monthly faculty meetings and scheduled professional development days; grade level collaboration,
- ★ Distribution of articles on equity and parent/guardian involvement
- ★ Staff representation on School Site Council, Title I Advisory Committee, ELAC and PTA

## IV. DISCRETIONARY SCHOOL FAMILY INVOLVEMENT POLICY COMPONENTS

Ruby Bridges will provide full opportunities for the participation of parents with limited English proficiency, parents with disabilities, and parents of migratory students including providing information and school reports required under section 6311 in a format and, to the extent practicable, in a language such parents understand. (20 u.s.c. §6318(f).)

All newsletters, flyers, and announcements that are sent or mailed home can be translated in the five major languages: Arabic, Chinese, Tagalog, Spanish, and Vietnamese using our Parent Square or our school website. All visitors have to do is select the language of their choice. The selection option is at the bottom of the title page. Oral translation can also be provided for during our English Learner Advisory Committee Meetings.

A. Federal and state funds will be used to pay reasonable and necessary expenses associated with parental involvement activities, including child care costs, to enable parents to participate in school-related meetings and training sessions.

B. The school will foster appropriate roles for community-based organizations and businesses, including faith-based organizations, and military, in parental involvement activities.

C. We will provide other reasonable support for parental involvement activities under § 1118 as parents/guardians may request.

## V. ADOPTION

This School Parental Involvement Policy has been developed jointly with, and agreed on with, parents/guardians of children participating in Title I, Part A programs, as evidenced by the School Site Council/Title I Advisory Committee minutes.

This policy was reviewed and revised by the Ruby Bridges Elementary School Site Council/Title I Advisory Committee, on October 16, 2025 and will be in effect for the period of one year. The school will distribute this policy to all parents/guardians of participating Title I, Part A children and to the local community on or before December 19, 2025. The Ruby Bridges Elementary School's notification to families of this policy will be in an understandable format and, to the extent practicable, provided to parents/guardians in a language that they can understand.

10/16/25

**Juan Flores, Principal** **Date**

10/16/2025

**Danielle Tizol, SSC Chair** **Date**

THE ALAMEDA UNIFIED SCHOOL DISTRICT (AUSD) IS COMMITTED TO ENSURING EQUAL, FAIR, AND MEANINGFUL ACCESS TO EMPLOYMENT AND EDUCATION SERVICES. THE AUSD DOES NOT DISCRIMINATE IN ANY EMPLOYMENT PRACTICE, EDUCATION PROGRAM, OR EDUCATIONAL ACTIVITY ON THE BASIS AND/OR ASSOCIATION WITH A PERSON OR GROUP WITH ONE OR MORE OF THESE ACTUAL OR PERCEIVED CHARACTERISTICS OF AGE, ANCESTRY, COLOR, DISABILITY, ETHNICITY, GENDER, GENDER IDENTITY OR EXPRESSION, GENETIC INFORMATION, MARITAL STATUS, MEDICAL CONDITION, NATIONAL ORIGIN, POLITICAL AFFILIATION, PREGNANCY AND RELATED CONDITIONS, RACE, RELIGION, RETALIATION, SEX (INCLUDING SEXUAL HARASSMENT), SEXUAL ORIENTATION, VIETNAM ERA VETERANS' STATUS, OR ANY OTHER BASIS PROHIBITED BY CALIFORNIA STATE AND FEDERAL NONDISCRIMINATION LAWS RESPECTIVELY.

# Ruby Bridges Elementary School
# Student-Family-Teacher-Principal Title 1 Compact/Agreement
# 2025-2026 School Year

As the student, I agree to:

- Use my best effort to learn and complete assignments
- Discuss with my family what I am learning in school and my goals
- Follow the school and classroom rules
- Advocate for my needs and the well being of others, be a friend
- Ask questions about things I do not understand or am curious about
- Participate in literacy activities related to my goals daily and try to read daily
- Use my 12 tools and the 4B's; to help me make good decisions and learn from mistakes

As the family, we agree to:

- Provide a quiet study time at home and encourage good study habits
- Talk with my student about their school activities every day and support the 4 B's and 12 toolbox tools
- Communicate and collaborate with the teacher and the school by attending conferences, Title I Parent Meetings, looking at school work, and communicate with the teacher
- Encourage my student(s) to engage in activities to help them reach their literacy goals.
- Ensure that my student gets adequate rest, nourishment, and arrives at school on time

As the teacher, I agree to:

- Provide motivating and interesting learning experiences in my classroom using technology
- Explain my expectations and instructional goals. Teach, Review and model the 4B's, the 12 tools and Life Skills
- Engage students in creating successful norms for our learning environment
- Communicate and collaborate with families using Parent Square or the families' specified/preferred method about student goals to ensure the best education possible and a strong working partnership with families
- Provide families with the tools to support with school-wide goals at home (literacy, math, SEL- Social Emotional Learning)
- Provide a safe, positive, and healthy learning environment

As the principal, I agree to:

- Create and ensure a welcoming and safe learning environment for students, families, and school staff
- Communicate to students and families the school's goals, expectations and family involvement opportunities
- Encourage and promote the partnership between student, family, and school staff
- Act as the instructional leader by supporting teachers and students in their classrooms
- Provide training for school staff and families

**We agree to carry out the compact/agreement.**

| Student's Signature | Date | Family's Signature | Date |
|---|---|---|---|
| Teacher's Signature | Date | Principal's Signature | Date |

# SCHOOL FAMILY INVOLVEMENT POLICY

Will C. Wood Middle School
1801 Sandcreek Way
Alameda, CA 94501
510.748.4015

## I. GENERAL EXPECTATIONS

Wood Middle School agrees to implement the following statutory requirements:

A. The School Site Council/Title I Advisory Committee will jointly develop and distribute a Family Involvement Policy agreed upon by the school and families of students.
B. The school will notify parents about the Family Involvement Policy, to the extent possible, in a language they can understand.
C. The school will make the Family Involvement Policy and Home-School Compact available to the local community.
D. The school will update the Family Involvement Policy and Home-School Compact periodically as needs of parents/guardians and the school change.
E. The school agrees to be governed by the following statutory definition of "family involvement" and will carry out programs, activities, and procedures accordingly:

## II. HOW THE SCHOOL WILL IMPLEMENT REQUIRED SCHOOL FAMILY INVOLVEMENT POLICY COMPONENTS

A. Wood Middle School will involve parents/guardians in the joint development and joint agreement of its School Parental Involvement Policy and its school-wide plan, if applicable, in an organized, ongoing, and timely way under § 1118(b) of the ESEA through:
    1. School Site Council/Title I Advisory Committee
    2. English Learner Advisory Committee
    3. PTA Meetings
B. To make accessible the School Parental Involvement Policy to parents/guardians of participating children and the local community, Wood Middle School will distribute the (i) Home-School Compact, (ii) Notification of Title I Services, (iii) Family Involvement Policy at Fall Conferences (Family School Action Plan Meetings) and to new families upon registration.
C. To meet the changing needs of parents/guardians, Wood Middle School will update periodically its School Parental Involvement Policy and share updates with parents/guardians through:
    1. The Spring School Site Council ("SSC") Title I Advisory Committee
    2. Spring PTA Meetings
    3. English Language Advisory Committee (Spring) ("ELAC")

D. Wood Middle School will convene and annual meeting to inform parents/guardian of the following:
    1. Their child's school participates in Title I and a description of the school's program
    2. The requirements of Title I
    3. Parents'/guardians' right to be involved (See Home-School Compact)

E. To maximize parental involvement and participation in their children's education, Wood Middle School will hold a flexible number of additional meetings and parent trainings at varying times and provide childcare, refreshments, and translation services as needed paid for with Title I funding if these services relate to family involvement:
    1. Childcare and refreshments provided at School Site Council, PTA, and ELAC meetings as needed
    2. Special Events for families including STEAM Nights, Parent and Open House
    3. Invitations to events translated and/or communicated by phone in the family's primary language whenever possible
    4. School administrator attend all ELAC meetings
    5. Translators provided for Student Study Team meetings, conferences, Back To School Night, phone dialer has Spanish and Cantonese option
    6. Student performances during and beyond the school day
    7. AUSD Family liaison reaches out to families that are homeless or in transitional housing
    8. Provision of family counseling provided upon request

F. Wood Middle School will provide information about Title I programs to parents/guardians of participating children in a timely manner through:
    1. Parent Square to remind families of upcoming events or schedule changes
    2. School Marquee
    3. Principal's weekly newsletter
    4. Flyers to publicize events
    5. Translators to contact families re: special events
    6. School website/Parent Square

G. Wood Middle School will provide to parents of participating children a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet through:
    1. Back To School Night & Spring Open House
    2. Student Success Team meetings as needed
    3. Fall Conferences: Family School Action Plan/Hopes and Dreams Conferences
    4. Individualized Intervention Plans

H. Wood Middle will provide parents/guardians of participating children, if requested, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and response to any such suggestions as soon as practicably possible, through:
   1. School Site Council/Title I Advisory Committee
   2. PTA Meetings (4-5 times per year)
   3. Site English Learner Advisory Committee (Fall, Winter, Spring)
   4. Fall Family Conferences: Family School Action Plan Meetings
   5. Student Study Team Meetings

I. Wood Middle School will submit to the district any parent comments if the school wide plan under section (1114)(b)(2) is not satisfactory to parents/guardians of participating children, communicated by:
   1. Email/Parent Square communication
   2. District complaint procedure
   3. Meetings with site and district administration

## III. SHARED RESPONSIBILITIES FOR HIGH STUDENT ACADEMIC ACHIEVEMENT

A. To ensure effective involvement of parents/guardian and to support a partnership among the school, parents/guardians, and the community to improve student academic achievements, Wood Middle School will offer the following:
   1. Individualized Intervention Plans
   2. After School Tutoring academic and enrichment activities/After school program
   3. Family Education Events (PIE Nights) and STEAM activities

B. The school will encourage parents/guardians to sign the Home-School compact at Back To School Night, Fall Conferences, or upon registration as a component of its School Family Involvement Policy, which compact is monitored by administration.

C. The school will, with the assistance of the AUSD district, help parents/guardians understand the following topics through the actions described below:
   1. the state's Common Core standards (Back To School, Report Cards, Conferences)
      a. the State's student academic achievement standards (Report Cards, Conferences)
   2. the state and local academic assessments including alternate assessments (Report Cards, Conferences, Student Study Team meetings)
   3. how to monitor their child's progress (Fall Conferences)

D. The school will, with the assistance of the AUSD district, provide materials and training to help parents/guardians work with their children to improve their children's academic achievement by:
   1. ELAC and PTA meetings
   2. Title I/Family Education Nights (PIE Nights)

E. To the extent feasible and appropriate, the school will coordinate and integrate parental involvement programs and activities with PTA, Alameda Education Foundation, and other programs that encourage and support parents/guardians in more fully participating in the education of their children, by providing:
   1. Childcare program on site
   2. Information Night and School Tours
   3. ELAC Meetings
   4. Phone calls to parents/guardians of English learners (in their primary language)
   5. Increased translation of special event flyers and notices

F. The school will, with the assistance of the AUSD district and parents, educate its teachers, student services personnel, principals and other staff, in how to reach out to, communicate with, and work Wood Middle School Parental Involvement Policy with parents as equal partners, in the value and utility of contributions of parents, and in how to implement and coordinate parent programs and build ties between parents and schools, through:
   1. Bi-monthly faculty meetings and two professional development days; weekly grade level collaboration
   2. Distribution of articles on Committee, EAC and PTA and parent/guardian involvement
   3. Staff representation on the School Site Council. Title I Advisory

## IV. DISCRETIONARY SCHOOL FAMILY INVOLVEMENT POLICY COMPONENTS

A. All newsletters, flyers, and announcements that are sent to mailed home will be translated in major languages
B. Federal and state funds will be used to pay reasonable and necessary expenses associated with parental involvement activities, including childcare costs, to enable parents to participate in school related meetings and training sessions.
C. The school will foster appropriate roles for community-based organizations and businesses, including faith-based organizations, Coast Guard, in parental involvement activities.
D. WE will provide other reasonable support for parental involvement activities under § 1118 as parents/guardians may request.

## V. ADOPTION

This School Parental Involvement Policy has been developed jointly with, and agreed on with, parents/guardians of children participating in Title I, Part A programs, as evidenced by School Site Council on September 30, 2025.

This policy was reviewed and revised by the Wood Middle School Site Council/Title I Advisory Committee and will be in effect for the period of one year. The school will

distribute this policy to all parents/guardians of participating Title I, Part A children and to the local community on or before September 20, 2025. The Wood Middle School's notification to families of this policy will be an understandable format and, to the extent practicable, provided to parents/guardians in a language that they can understand.

*Signature of Authorized Official*
*Jessica Lucio Principal*

September 30, 2025
Date

*SSC Chair*

September 30, 2025
Date

**Home-School Compact attached**

# Will C. Wood Middle School
# HOME-SCHOOL COMPACT

In Alameda Unified School District it is important that families and schools work together to achieve high academic standards and social emotional health. Through a process that included teachers, families, and students, the following are agreed upon rules and responsibilities that we as partners will carry out to support success in school and in life.

**As a teacher I will**:

- Provide high-quality curriculum and instruction and a continued focus on social emotional learning.
- Utilize positive behavior incentives and discipline with dignity and a culturally and linguistically responsive approach.
- Have high expectations and help every child to develop skills for life-long learning.
- Communicate regularly with the families about student progress and update Aeries regularly.
- Homework and Agenda will be posted in each class each day.
- Provide a warm, safe, and caring learning environment.
- Provide meaningful, homework assignments to reinforce and extend learning.
- Provide B.U.I.L.D. time opportunities to differentiate learning.
- Participate in professional development opportunities that improve teaching and learning and support the formation of partnerships with families and the community.
- Actively participate in collaborative decision-making and consistently work with families and my school-colleagues to make schools accessible and welcoming places for families, which help each student achieve the school's high academic standards.
- Respect the school, students, staff, and families.

**As a parent/guardian or family member I will:**

- Provide a quiet time, place for homework.
- Monitor screen viewing and screen viewing time.
- Encourage my child to read every day.
- Communicate with the teacher or the school when I have concerns.

- Ensure that my child attends school every day, gets adequate sleep, regular medical attention, and proper nutrition.
- Weekly monitor my child's progress in school through Aeries if possible and check the student planner.
- Participate at school in activities, such as attending parent-teacher conferences, Back-To-School Night, Open House, and if time allows, volunteering.
- Communicate the importance of education and learning to my child.
- Respect the school, staff, students, and families.
- Respect traffic rules during drop-off and pick-up to ensure the safety of our community.

**As a student I will:**

- Come to school regularly and on time to learn and work hard.
- Bring necessary materials, completed assignments and homework.
- Write homework in planner for each class, and if there isn't homework, write down the agenda.
- Be safe, be responsible, be respectful and be an ally.
- Ask for help when I need it, and participate positively in B.U.I.L.D. (Response to Intervention/Differentiation) time.
- Communicate regularly with my parents and teachers about school experience so that they can help me to be successful in school.
- Limit my TV watching, and recreational computer screen time, and try to study or read every day after school.
- Respect the school property and grounds; classmates; staff; and families.
- Be a great digital citizen and use technology respectfully and follow the school and classroom phone policy.
- Travel safely to and from school by obeying traffic rules.

We agree to fulfill the above responsibilities to the best of our abilities:

_____Teacher Signature  Parent Signature  Student Signature

Date: September 30, 2025

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

**Item Title:** Approval of Superintendent's Recommendation to Appoint Members to the Parcel Tax Oversight Committee

**Item Type:** Consent

**Background:** In October 2020, the Board approved changes to Board Policy 3471 to allow for combining the oversight committees of Measure B1 (approved by voters in 2016) and Measure A (approved by voters in 2020). The creation of a combined "AUSD Parcel Tax Program Oversight Committee" allows for a more unified and efficient approach to managing AUSD's parcel tax programs.

The primary task of the Oversight Committee is to review the District's compliance with the terms of both measures.

Three seats on the Oversight Committee opened in 2025. AUSD advertised the open positions on its website, in its newsletter, and across social media channels starting September 24, 2025. Three community members applied.

The Superintendent recommends appointing:
• Jeff Cambra
• Simon Chiu
• Kathleen Vermazen Radez

Their redacted applications are attached, and they will begin serving on the 2025-26 Oversight Committee in February, 2026.

The resulting Oversight Committee will include members from across the community with expertise in finance, educational policy, regulatory practices, civic organizations, non-profit management, and government, as well as one AEA member. The committee will begin meeting in February 2025 and then meet three to four more times over the next year to complete its Annual Report, which will be presented to the Board of Education in January, 2027.

All meetings of the Oversight Committee comply with the Brown Act. Minutes, agendas, and any other relevant communications and information are posted on AUSD's website 72 hours prior to each meeting. Meetings do not exceed two hours unless extended by majority vote. Meetings start on time and are open to the public. Members of the public have the opportunity to address the Committee at the time of any item or presentation on which they wish to speak.

Any recommendations or reports from the Oversight Committee must be supported by a majority of Oversight Committee members voting, but the Oversight Committee has the goal and intention of reaching agreement by consensus. A chair is selected annually from among voting members to conduct the meetings and to serve in representative capacity as needed.

**AUSD LCAP Goals:** 1. Eliminate barriers to student success and maximize learning time.| 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.| #6 - Allocation of funds must support our vision, mission, and guiding principles.

**Submitted By:** Susan Davis, Sr. Manager of Community Affairs

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**ATTACHMENTS:**

| | Description | Upload Date | Type |
|---|---|---|---|
| 🗋 | Cambra Application | 10/21/2025 | Backup Material |
| 🗋 | Chiu Application | 10/21/2025 | Backup Material |
| 🗋 | Radez Application | 10/21/2025 | Backup Material |

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

2060 Challenger Drive
Alameda, CA 94501
Phone 510.337-7066
Fax 510.521-0529

# Parcel Tax Program Oversight Committee
# Application for Appointment

***Note: All information on this application is subject to public disclosure***

**PURPOSE:** The purpose of the Oversight Committee is to annually review the District's compliance with the terms of Measure B1 and Measure A.

**TIME COMMITMENT:** Three to six public meetings of 1-2 hours in length and additional preparation time for meetings as needed.

**DEADLINE FOR APPLICATION:** **5 pm,** October 17, 2025

**DATE OF APPOINTMENT:** October 28, 2025

**EMAIL APPLICATIONS TO:** sdavis@alamedaunified.org

**APPLICANT INFORMATION**

**NAME:** Jeff Cambra

**HOME ADDRESS:** ***[Pursuant to AUSD Board Policy, all Oversight Committee members must be Alameda residents.]***

Alameda, CA 94501

**AUSD ELEMENTARY, MIDDLE, AND/OR HIGH SCHOOL ENROLLMENT ZONE:** Alameda High School

*[A map of enrollment zones can be found here: http://apps.schoolsitelocator.com/?districtcode=66066].*

**PREFERRED TELEPHONE #:**

**EMAIL:**

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

***Please check all that apply:***

- [x] Member of the Alameda business community
- [x] Property Owner
- [ ] Parent/Guardian of AUSD student(s). *If so, please indicate below which school(s):*

_____

- [ ] AUSD employee
- [ ] AUSD student
- [ ] Member of community organization(s). *If so, please indicate which organizations, in which capacity(ies), and length of membership(s).* *

League of Women Voters - board member for years
Alfarena Playhouse - board member 5+ years combined
City of Health Care District - Trustee - 2 years

***Briefly describe why you would like to serve on the Committee:***

I support Alameda schools, the District, and all the individuals that make it work. I would be honored to contribute to its ongoing success.

***Describe your qualifications or skills that you believe will benefit the Committee:***

Ability to read and analyse financial statements
Basic understanding of construction projects from scheduling to state architect approval to bidding and project completion

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

***Please check the length of term you would like to serve***

○ 1 year Whatever is needed

○ 3 years

**CERTIFICATION OF APPLICANT:** I certify that the above information is true and correct to the best of my knowledge and belief.

**Signature:** Jeff Camlin **Date:** 10/08/2025

* I currently serve on the Peralta Community College District Bond Measure Oversight Committee. I have served for 2 years.

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

2060 Challenger Drive
Alameda, CA 94501
Phone 510.337-7066
Fax 510.521-0529

# Parcel Tax Program Oversight Committee
# Application for Appointment

***Note: All information on this application is subject to public disclosure***

**PURPOSE:** The purpose of the Oversight Committee is to annually review the District's compliance with the terms of Measure B1 and Measure A.

**TIME COMMITMENT:** Three to six public meetings of 1-2 hours in length and additional preparation time for meetings as needed.

**DEADLINE FOR APPLICATION:** 5 pm, October 17, 2025

**DATE OF APPOINTMENT:** October 28, 2025

**EMAIL APPLICATIONS TO:** sdavis@alamedaunified.org

**APPLICANT INFORMATION**

**NAME:** Simon Chiu

**HOME ADDRESS:** ***[Pursuant to AUSD Board Policy, all Oversight Committee members must be Alameda residents.]***

Alameda CA 94502

**AUSD ELEMENTARY, MIDDLE, AND/OR HIGH SCHOOL ENROLLMENT ZONE:** Earhart, Lincoln, Alameda

*[A map of enrollment zones can be found here: http://apps.schoolsitelocator.com/?districtcode=66066].*

**PREFERRED TELEPHONE #:**

**EMAIL:**

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

***Please check all that apply:***

- ○ Member of the Alameda business community
- ☒ Property Owner
- ○ Parent/Guardian of AUSD student(s). *If so, please indicate below which school(s):*

  _____

- ○ AUSD employee ○ AUSD student
- ○ Member of community organization(s). *If so, please indicate which organizations, in which capacity(ies), and length of membership(s).*

  _____

  _____

***Briefly describe why you would like to serve on the Committee:***

- Serve on behalf of Alameda homeowners to ensure taxes are spent in compliance with rules
- promote transparency among Alameda community

***Describe your qualifications or skills that you believe will benefit the Committee:***

- 25 year career in secondary education with roles as teacher, assistant principal, principal and president as well as fundraising
- 25 year Alameda resident
- deep understanding of school finances

***Please check the length of term you would like to serve***

○ 1 year

⊘ 3 years

**CERTIFICATION OF APPLICANT:** I certify that the above information is true and correct to the best of my knowledge and belief.

**Signature:** _____ **Date:** 9.27.25

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

2060 Challenger Drive
Alameda, CA 94501
Phone 510.337-7066
Fax 510.521-0529

# Parcel Tax Program Oversight Committee
# Application for Appointment

*Note: All information on this application is subject to public disclosure*

PURPOSE: The purpose of the Oversight Committee is to annually review the District's compliance with the terms of Measure B1 and Measure A.

TIME COMMITMENT: Three to six public meetings of 1-2 hours in length and additional preparation time for meetings as needed.

DEADLINE FOR APPLICATION: 5 pm, October 17, 2025

DATE OF APPOINTMENT: October 28, 2025

EMAIL APPLICATIONS TO: sdavis@alamedaunified.org

APPLICANT INFORMATION

NAME: Kathleen (Kathy) Vermazen Radez

HOME ADDRESS: ***[Pursuant to AUSD Board Policy, all Oversight Committee members must be Alameda residents.]***

Alameda, CA 94501

AUSD ELEMENTARY, MIDDLE, AND/OR HIGH SCHOOL ENROLLMENT ZONE: Otis - Lincoln - Alameda HS

*[A map of enrollment zones can be found here: http://apps.schoolsitelocator.com/?districtcode=66066].*

PREFERRED TELEPHONE #: [redacted]

EMAIL: [redacted]

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

*Please check all that apply:*

- ○ Member of the Alameda business community
- ◉ Property Owner
- ◉ Parent/Guardian of AUSD student(s). *If so, please indicate below which school(s):*

  _____

- ○ AUSD employee ○ AUSD student
- ○ Member of community organization(s). *If so, please indicate which organizations, in which capacity(ies), and length of membership(s).*

  _____

  _____

***Briefly describe why you would like to serve on the Committee:***

I am interested in helping to support a strong partnership between the school district and community for the benefit of students, and to build community trust and confidence in the tax program.

***Describe your qualifications or skills that you believe will benefit the Committee:***

I am a lawyer and public servant with experience in state and local government, including tax issues, public meetings, and government ethics. I am also an active parent and community member.

*Please check the length of term you would like to serve*

- ○ 1 year
- ● 3 years

**CERTIFICATION OF APPLICANT:** I certify that the above information is true and correct to the best of my knowledge and belief.

Signature: Kathleen V. Rader Date: 9/27/25

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

| | |
|---|---|
| **Item Title:** | Approval of the Agreement between Alameda Unified School District and the San Francisco Bay Conservation and Development Commission Imposing Public Access Restrictions on the Use of Real Property |
| **Item Type:** | Consent |
| **Background:** | This agreement implements Special Conditions of BCDC Permit No. M1990.096.04, which authorizes various improvements to the Encinal Junior & High School athletic fields and related facilities, including enhancements and modifications approved under multiple amendments to the original permit.<br><br>As required under the McAteer-Petris Act, the agreement ensures permanent public access to a designated portion of the property, including, but not limited to, areas improved with pathways, viewing areas, and benches, for the benefit of the public **at a future date.** Contracts for any services to complete these improvements will come to the Board for approval at a future date.<br><br>Staff is asking the Board of Education to approve this agreement and allow for the Assistant Superintendent of Business Services to execute and the district to formally record with the County of Alameda. |
| **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:** | #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 |
|---|---|---|---|
| 🗋 | Agreement | 10/14/2025 | Backup Material |

Recorded at the request of
State of California
San Francisco Bay Conservation
and Development Commission

WHEN RECORDED, mail to:
San Francisco Bay Conservation
and Development Commission
375 Beale Street, Suite 510
San Francisco, California 94105

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free Recording
pursuant to
Government Code
Sections 6103 and 27383

NO TAX DUE

THIS SPACE FOR RECORDER

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**Notice of Conditions, Covenants,**
**and Restrictions Affecting**

Alameda County Assessor Parcel 074-1310-001-02

1. An agreement imposing public access restrictions on the use of the affected parcels.

2. BCDC Permit No. M1990.096 dated March 11, 1991, as amended through Amendment No. 4 dated November 4, 2024.

**Agreement Imposing Public Access Restrictions**
**on the Use of Real Property**

This agreement is made this 28th day of October, 2025 between Alameda Unified School District, hereinafter referred to as "the permittee," and the San Francisco Bay Conservation and Development Commission, hereinafter referred to as "Commission."

WHEREAS, the permittee owns certain real property referred to as "the subject property" that is located in the City of Alameda, County of Alameda, State of California, and is more particularly described in Exhibit A, attached hereto and incorporated by reference into this agreement; and

WHEREAS, pursuant to the McAteer-Petris Act (Cal. Govt. Code § 66600 et seq.), the permittee sought in Application No. M1990.096.04 a permit for the following:

1. Within the 100-foot shoreline band:

a. Improve the Encinal High School baseball and football fields and running track by:

i. (1) Removing two backstops, 1,800 square feet each; (2) installing a 2,400-square-foot backstop; (3) installing 3,372 square feet of asphalt behind the new backstop; (4) resurfacing 7,942 square feet of running track surface; (5) regrading a baseball field to a 1.5% grade; (6) installing two catch basins and irrigation on the baseball field; and (7) replacing a drinking fountain; (8) capping two irrigation lines. (Original Authorization)

ii. (1) Install an electronic scoreboard, 14 feet wide and 9 feet high on 10 foot poles at the southeast corner of the site; (2) replace an existing dugout on the south side of the site with a handicap accessible dugout; (3) install 3 bleachers at the southwest corner of the site; (4) relocate the bullpen and warning track; (5) install a chain link hood on existing backstop; and (6) add chain link panels to an existing chain link fence on both sides of the backstop. (Amendment No. One)

iii. (1) Alter the right field fence by installing a 40-foot- high, 240-foot-long safety screen; and (2) replace the irrigation system underneath the football field by (a) disconnecting and abandoning in place the existing irrigation system, (b) replacing one valve and two irrigation heads, (c) installing approximately 45 lineal feet of pipe, (d) installing a 680-foot strip drain, and (e) reseeding approximately 16,720 square feet of the field's surface. (Amendment No. Three)

iv. (1) Pave an approximately 4,240-square-foot concrete walkway around the stadium track and entry to the bleachers; (2) Replace a natural grass field with approximately 8,500 square feet of artificial turf and expand the area of the field in the shoreline band by approximately 40 square feet; (3) Replace the existing dirt track field with approximately 12,065 square feet of all-weather track; (4) replace an existing scoreboard and stadium lighting; (5) install a stormwater drainage

system; (6) remove existing perimeter fence and install new perimeter fence; (7) conduct site preparation and grading, including the area within the Reserved Public Access Area shown in Exhibit A of the permit. (Amendment No. Four)

2. In the Bay and within the 100-foot shoreline band:

a. (1) Install an approximately 925-square-foot asphalt public access pathway to a viewing area; (2) install a 460-square- foot asphalt viewing area at the end of the pathway (792 square feet of the public access pathway and viewing area will be fill in the Bay); (3) install two public access benches at the viewing area; (4) install three public access gates; and (5) install three public access signs at locations approved by BCDC staff. (Amendment No. One, revised by Amendment No. Four).

WHEREAS, the Commission has issued Permit No. M1990.096.04, a copy of which is attached as Exhibit B and incorporated by reference, hereinafter referred to as "the permit", for this work and the uses subject to conditions that are imposed for the benefit of the public and surrounding landowners, and without agreement to which by the permittee the Commission could not issue the permit;

WHEREAS, the parties previously entered into that certain "Agreement Imposing Public Access Restrictions on the Use of Real Property" dated May 25, 1994, pursuant to Amendment No. Two of the permit[1]; included as Exhibit D to this agreement, and

WHEREAS, Special Condition II.B.2 to the permit provides that the permittee must dedicate or otherwise permanently restrict certain real property more specifically described in Exhibit C to this agreement, which is attached and incorporated by reference into this agreement, for public access purposes.

[1] Although Special Condition II.B.2 of BCDC Permit No. M1990.096.004 references an "Agreement Imposing Public Access Restrictions on the Use of Real Property" executed May 4, 1992, pursuant to Amendment No. One of the permit, the correct agreement appears to be that certain "Agreement Imposing Public Access Restrictions on the Use of Real Property" dated May 25, 1994, pursuant to Amendment No. Two of the permit.

NOW, THEREFORE, in consideration of the issuance of the permit and Special Conditions to the permit by the Commission and of the benefit conferred thereby on the subject property, the permittee, on behalf of the permittee and the permittee's heirs, successors and assigns, hereby covenants and agrees with the Commission, its successors and assigns that the portion of property more particularly described in Exhibit C, which is attached and incorporated by reference, shall be made available exclusively to the public for unrestricted public access for walking, bicycling, sitting, viewing, fishing, picnicking, and other related purposes as described in Special Condition II.B.1.

FURTHER, this agreement expressly supersedes that certain "Agreement Imposing Public Access Restrictions on the Use of Real Property" dated May 25, 1994, pursuant to Amendment No. Two of the permit.

FURTHER, the permittee agrees on behalf of the permittee and the permittee's heirs, successors and assigns that this public access restriction shall be attached to and become a part of the deed of the property.

FURTHER, the permittee acknowledges that any violation of this public access condition and deed restriction shall constitute a violation of the McAteer-Petris Act and of Permit No. M1990.096.04, and, in addition to any other remedies provided by law, will subject the permittee or any other person violating this public access condition and deed restriction to remedies as provided by sections 66637-66642 of the McAteer-Petris Act.

IT IS FURTHER RECOGNIZED that pursuant to sections 10503(c) and (d) of the Commission's regulations and Standard Condition IV.D to this permit, this agreement and deed restriction is a covenant running with the land for as long as the terms and conditions of the permit remain in effect or for so long as any use or construction authorized by this permit exists, whichever is longer, and shall bind the permittee, and the permittee's heirs, successors, and assigns. The permittee further agrees that the permittee shall insert the restriction herein described in any subsequent deed or other legal instrument that divests the permittee of either the fee simple title to or possessory interest in the subject property or some portion thereof.

In witness thereof, the parties hereto have duly executed this agreement.

Executed on this _____ day of _____, 20_____, at_____, California.

_____

Shariq Khan,
Assistant Superintendent, Business
Alameda Unified School District

---

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**State of California**
**County of** _____ )

On _____ , before me, _____ , a Notary Public, personally appeared ___ , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

Executed on this _____ day of _____, 20___,

at_____, California.

_____

LAWRENCE J. GOLDZBAND
Executive Director
San Francisco Bay Conservation and
Development Commission

---

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**State of California**
**County of** _____ )

On _____ , before me, _____ , a Notary Public, personally appeared ___ Lawrence J. Goldzband ___ , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT A
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 ALAMEDA UNIFIED SCHOOL DISTRICT, AS DESCRIBED BY DEEDS RECORDED IN BOOK 5711, AT PAGE 129 AND BOOK 5777, AT PAGE 343, OFFICIAL RECORDS OF ALAMEDA COUNTY, AND AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "R/S NO. 3157" RECORDED OCTOBER 23, 2019 IN BOOK 46 OF RECORDS OF SURVEYS AT PAGES 19 THROUGH 20, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF ALAMEDA UNIFIED SCHOOL DISTRICT AND BEING THE SOUTHEAST CORNER OF LOT 21, SECTION 10, TOWNSHIP 2 SOUTH, RANGE 4 WEST, M.D.M., AS SHOWN ON SAID RECORD OF SURVEY; THENCE LEAVING SAID CORNER AND COINCIDENT WITH THE WEST LINE OF LOTS 13 AND 20 OF SAID SECTION NORTH 01°04'54" EAST 1620.87 FEET TO THE SOUTHERLY LINE OF CENTRAL AVENUE AS DESCRIBED BY DEEDS RECORDED IN BOOK 6809, AT PAGE 453 AND BOOK 6710, AT PAGE 147, OFFICIAL RECORDS OF ALAMEDA COUNTY; THENCE LEAVING SAID LINE ALONG A NON-TANGENT CURVE TO THE LEFT FROM WHICH ITS RADIUS BEARS NORTH 55°51'41" EAST 726.34 FEET, THROUGH A CENTRAL ANGLE OF 21°26'35" FOR AN ARC LENGTH OF 271.84 FEET; THENCE CONTINUING ALONG SAID LINE SOUTH 55°34'54" EAST 558.01 FEET; THENCE LEAVING SAID LINE AND COINCIDENT WITH THE WESTERLY LINE OF BLOCK 1, AS SHOWN AND DELINEATED ON THAT CERTAIN MAP ENTITLED "TRACT 3105" RECORDED FEBRUARY 26, 1970 IN BOOK 63 OF MAPS, AT PAGES 79-82, ALAMEDA COUNTY RECORDS, SOUTH 01°05'40" WEST 1192.73 FEET; LEAVING SAID LINE AND ENTERING SAID LOT 20 THE FOLLOWING FOUR (4) COURSES

1. SOUTH 39°33'50" WEST 57.03 FEET;

2. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 88.00 FEET THROUGH A CENTRAL ANGLE OF 27°00'00" FOR AN ARC LENGTH OF 41.47 FEET;

3. SOUTH 12°33'50" WEST 52.00 FEET;

4. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 80.00 FEET THROUGH A CENTRAL ANGLE OF 57°30'00" FOR AN ARC LENGTH OF 80.29 FEET;

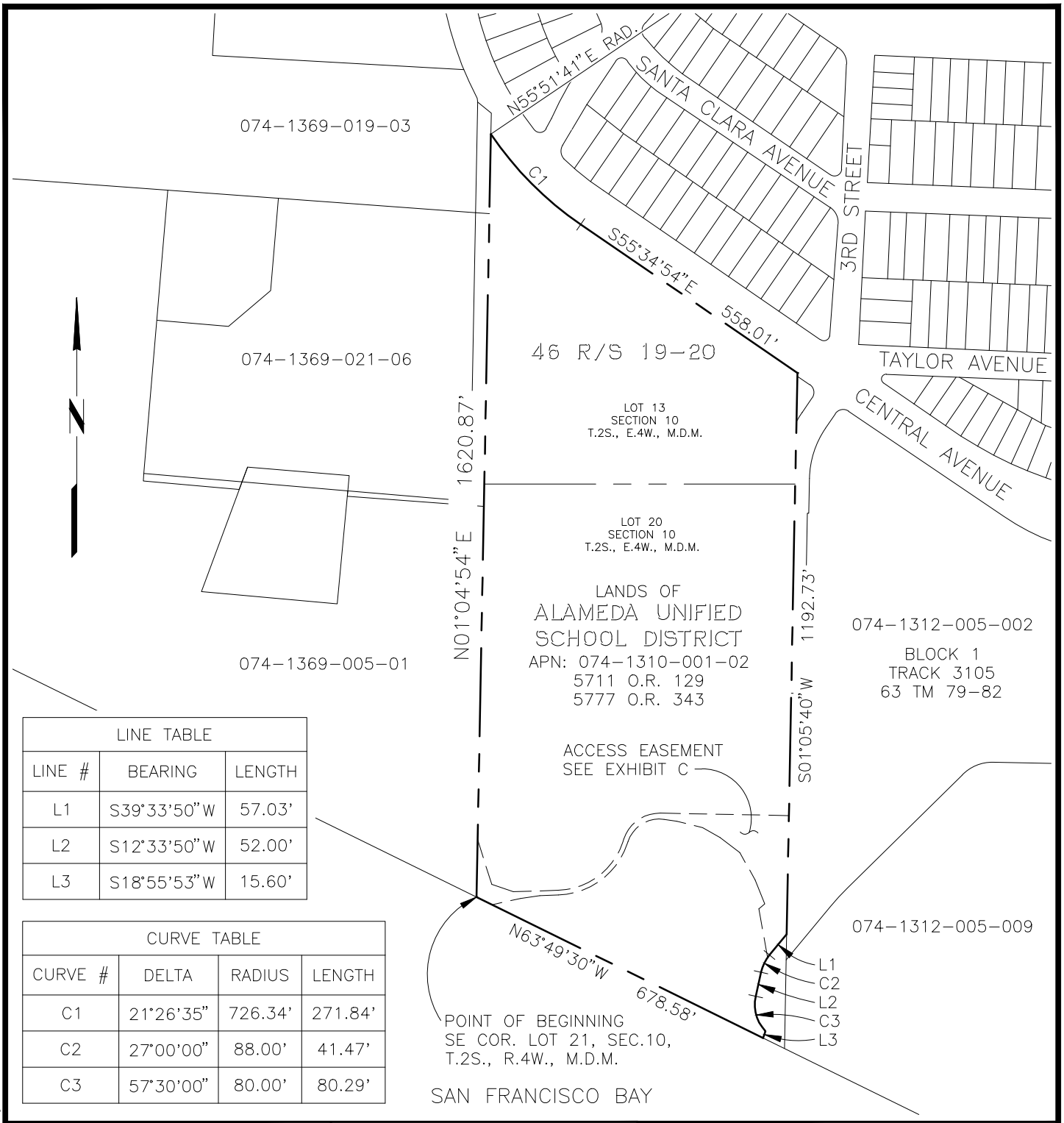
THENCE NORTH 63°49'30" WEST 678.58 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 22.59 ACRES, MORE OR LESS.

BASIS OF BEARINGS: IDENTICAL WITH THAT CERTAIN RECORD OF SURVEY ENTITLED "R/S NO. 3157" RECORDED OCTOBER 23, 2019 IN BOOK 46 OF RECORDS OF SURVEYS AT PAGES 19 THROUGH 20, ALAMEDA COUNTY RECORDS.

APN: 074-1310-001-02 DATE: OCTOBER 8, 2025

PREPARED BY: BRELJE & RACE, CONSULTING ENGINEERS JOB NO.: 3882.16




| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | LENGTH |
| L1 | S39°33'50"W | 57.03' |
| L2 | S12°33'50"W | 52.00' |
| L3 | S18°55'53"W | 15.60' |

| CURVE TABLE | | | |
|---|---|---|---|
| CURVE # | DELTA | RADIUS | LENGTH |
| C1 | 21°26'35" | 726.34' | 271.84' |
| C2 | 27°00'00" | 88.00' | 41.47' |
| C3 | 57°30'00" | 80.00' | 80.29' |

THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION.

0 300 600

SCALE IN FEET
1" = 300 Ft.

10-08-25

PROFESSIONAL LAND SURVEYOR
JEFFREY D. ROACH
No. L9158
Exp. 03-31-27
STATE OF CALIFORNIA

JEFFREY D. ROACH PLS 9158

# EXHIBIT A-1

## ALAMEDA UNIFIED SCHOOL DISTRICT ENCINAL CAMPUS

OWNER: ALAMEDA UNIFIED SCHOOL DISTRICT
2060 CHALLENGER DRIVE
ALAMEDA CA 94501

5711 OR 129
5777 OR 343

APN: 074-1310-001-02

PREPARED BY

Brelje & Race
CONSULTING ENGINEERS
475 Aviation Blvd. • Suite 120 • Santa Rosa, CA 95403 • 707-576-1322
www.brce.com

3882.16

TAB: Exhibit A-1

10-08-25 roach \3882\map\3882.16 Shoreline Public Access Easement.dwg

RECORDING REQUESTED BY:

Alameda Unified School District
2060 Challenger Dr.
Alameda, CA 94501

**AND WHEN RECORDED MAIL TO:**

San Francisco Bay Conservation
and Development Commission
375 Beale Street, Suite 510
San Francisco, California 94105

THIS SPACE FOR RECORDER'S USE ONLY

---

# DOCUMENT TITLE

**San Francisco Bay Conservation and Development Commission**

BCDC Permit No. M1990.096.04 dated November 4, 2024.

San Francisco Bay Conservation and Development Commission
375 Beale Street, Suite 510, San Francisco, California 94105 tel 415 352 3600
State of California | Gavin Newsom – Governor | info@bcdc.ca.gov | www.bcdc.ca.gov

RECORDER'S COPY

# PERMIT NO. M1990.096.04
# AMENDMENT NO. FOUR

(Original Issued on March 11, 1991, As Amended Through November 4, 2024)

Alameda Unified School District
2060 Challenger Dr.
Alameda, California 94501

## I. Authorization

### A. Authorized Project

Subject to the conditions stated below, the permittee, Alameda Unified School District, is hereby authorized to do the following:

**Location**: In the Bay and within the 100-foot shoreline band, at Encinal High School, 210 Central Avenue, in the City of Alameda, Alameda County.

**Description**: 1. Within the 100-foot shoreline band:

a. Improve the Encinal High School baseball and football fields and running track by:

i. (1) Removing two backstops, 1,800 square feet each; (2) installing a 2,400-square-foot backstop; (3) installing 3,372 square feet of asphalt behind the new backstop; (4) resurfacing 7,942 square feet of running track surface; (5) regrading a baseball field to a 1.5% grade; (6) installing two catch basins and irrigation on the baseball field; and (7) replacing a drinking fountain; (8) capping two irrigation lines. (Original Authorization)

ii. (1) Install an electronic scoreboard, 14 feet wide and 9 feet high on 10 foot poles at the southeast corner of the site; (2) replace an existing dugout on the south side of the site with a handicap accessible dugout;

(3) install 3 bleachers at the southwest corner of the site; (4) relocate the bullpen and warning track; (5) install a chain link hood on existing backstop; and (6) add chain link panels to an existing chain link fence on both sides of the backstop. (Amendment No. One)

iii. (1) Alter the right field fence by installing a 40-foot-high, 240-foot-long safety screen; and (2) replace the irrigation system underneath the football field by (a) disconnecting and abandoning in place the existing irrigation system, (b) replacing one valve and two irrigation heads, (c) installing approximately 45 lineal feet of pipe, (d) installing a 680-foot strip drain, and (e) reseeding approximately 16,720 square feet of the field's surface. (Amendment No. Three)

iv. (1) Pave an approximately 4,240-square-foot concrete walkway around the stadium track and entry to the bleachers; (2) Replace a natural grass field with approximately 8,500 square feet of artificial turf and expand the area of the field in the shoreline band by approximately 40 square feet; (3) Replace the existing dirt track field with approximately 12,065 square feet of all-weather track; (4) replace an existing scoreboard and stadium lighting; (5) install a stormwater drainage system; (6) remove existing perimeter fence and install new perimeter fence; (7) conduct site preparation and grading, including the area within the Reserved Public Access Area shown in Exhibit A. (Amendment No. Four)

2. In the Bay and within the 100-foot shoreline band:

   a. (1) Install an approximately 925-square-foot asphalt public access pathway to a viewing area; (2) install a 460-square-foot asphalt viewing area at the end of the pathway (792 square feet of the public access pathway and viewing area will be fill in the Bay); (3) install two public access benches at the viewing area; (4) install three public access gates; and (5) install three public access signs at locations approved by BCDC staff. (Amendment No. One, revised by Amendment No. Four)

### B. Based on the Application Dated

This amended authority is generally pursuant to and limited by the original application dated December 6, 1990, the letter dated August 30, 1991, requesting Amendment No. One, the letter dated May 1, 1992, requesting Amendment No. Two, the letter dated January 28, 1994, requesting Amendment No. Three, and the letter dated May 21, 2024, requesting Amendment No. Four, including their accompanying and subsequent exhibits, and all conditions of this amended permit.

### C. Deadlines for Commencing and Completing Authorized Work

Work authorized through Amendment No. Three was to be diligently pursued to completion and be completed within three years of commencement, or by April 1, 1995, whichever was earlier, unless an extension of time was granted by a further amendment of this amended permit.

Work authorized by Amendment No. Four must commence prior to November 30, 2025, and be diligently pursued to completion within two years of commencement or no later than November 30, 2027, whichever date is earlier. This amended permit will lapse and become null and void if the authorized work is not commenced as specified, unless an extension is granted by a further amendment of this amended permit.

## II. Special Conditions

The amended authorization made herein shall be subject to the following special conditions, in addition to the standard conditions in Part IV:

### A. Specific Plans and Plan Review

1. Construction Documents
   a. Amendment No. Three
      The safety screen authorized by Amendment No. Three herein shall be constructed generally according to specifications described in the engineering design report entitled "Safety Screen - Encinal High School Baseball Field," prepared for the permittee by Sear-Brown Group and dated January 10, 1994.

   b. Amendment No. Four
      The development authorized by Amendment No. Four shall be built generally in conformance with the plan set entitled "Encinal High School Stadium Renovation," prepared by Quattrocchi Kwok Architects, dated August 23, 2024, as modified by revised Sheet C1 ("Demolition Plan"), C2 ("Grading Plan Athletic Field"), and C7 ("Layout and Erosion Control Plan"), prepared by Quattrocchi Kwok Architects and dated October 21, 2024. No further plan review is required provided the work is conducted in a manner consistent with these plans.
      No changes to the design of the project shall be made without the prior written approval of the BCDC staff.

The permittee is responsible for assuring that the Construction Documents accurately and fully reflect the terms and conditions of this permit and any legal instruments submitted pursuant to this authorization. No substantial changes shall be made to these documents without prior review and written approval by or on behalf of the Commission through plan review or a permit amendment.

2. Document Review and Approval

Unless otherwise provided by this permit, no work whatsoever shall commence pursuant to this amended permit until final construction documents regarding authorized activities are approved in writing by or on behalf of the Commission. All documents are reviewed within 45 days of receipt. To save time, preliminary documents may be submitted prior to the submittal of final documents. If final construction document review is not completed by or on behalf of the Commission within the 45-day period, the permittee may carry out the project authorized herein in a manner substantially consistent with the plans referred to in Special Condition II.A.1 of this permit.

a. Document Details

Construction documents shall be labeled, as appropriate, with: the Mean High Water line or the upland extent of marsh vegetation no higher than +5 feet above Mean Sea Level and the tidal datum reference (NAVD88 or, if appropriate, Mean Lower Low Water (MLLW)); the corresponding 100-foot shoreline band; property lines; the location, types, and dimensions of materials, structures, and project phases authorized herein; grading limits; and the boundaries of Public Access Areas and view corridor(s) required herein. Construction documents for shoreline protection projects must be dated and include the preparer's certification of project safety and contact information. No substantial changes shall be made to these documents without prior review and written approval by or on behalf of the Commission through plan review or a permit amendment.

b. Conformity with Final Approved Documents

All authorized development and uses shall conform to the final documents. Prior to use of the facilities authorized herein, the appropriate professional(s) of record shall certify in writing that the work covered by the authorization has been implemented in accordance with the approved criteria and in substantial conformance with the approved documents. No substantial changes shall be made to these documents without prior review and written approval by or on behalf of the Commission through plan review or a permit amendment.

c. Discrepancies between Approved Plans and Special Conditions

In case of a discrepancy between final approved documents and the special conditions of this permit or legal instruments, the special condition shall prevail.

d. Reconsideration of Plan Review

The permittee may request reconsideration of a plan review action taken pursuant to this special condition within 30 days of a plan review action by submitting a written request for reconsideration to the Commission's Executive Director. Following the Executive Director's receipt of such a request, the Executive Director shall respond to the permittee within 30 days with a determination on whether the plan review action in question shall remain unchanged or an additional review and/or action shall be performed by or on behalf of the Commission, including, but not limited to, an amendment to the permit.

## B. Public Access—Revised by Amendment No. Four

1. Area

The approximately 35,000-square-foot area generally shown on Exhibit A as the Reserved Public Access Area shall be made available exclusively to the public for unrestricted public access for walking, bicycling, sitting, viewing, fishing, picnicking, and related purposes. If the permittee wishes to use the public access area for other than public access purposes, it must obtain prior written approval by or on behalf of the Commission. (Amendment No. Four)

2. Permanent Guarantee

Within one year of the commencement of any grading or construction activity associated with the project authorized by Amendment No. Four, the permittee shall, by instrument or instruments acceptable to counsel for the Commission, deed restrict or otherwise permanently guarantee rights for the public to access the 35,000-square-foot Reserved Public Access Area as shown in Exhibit A. The instrument(s) shall create rights in favor of the public which shall commence no later than the completion of construction of any public access improvements within the Reserved Public Access Area required by Section II.B.5 of this authorization and prior to the use of any structures within the Reserved Public Access Area.

Such instrument shall be in a form that meets recordation requirements of Alameda County and shall include a legal description of the property being restricted and a map that clearly shows the shoreline (Mean High Water Line or 5 feet above Mean Sea Level if marsh is present), the property being restricted for public access, the legal description of the property and of the area being restricted for public access, and other appropriate landmarks and topographic features of the site, such as the location and elevation of the top of bank of any levees, any significant elevation changes, and the location of the nearest public street and adjacent public access areas. Approval or disapproval of the instrument shall occur within 30 days after submittal for approval and shall be based on the following:

(a) Sufficiency of the instrument to create legally enforceable rights and duties to provide the public access area required by this authorization;

(b) Inclusion of an exhibit to the instrument that clearly shows the area to be reserved with a legally sufficient description of the boundaries of such area; and

(c) Sufficiency of the instrument to create legal rights in favor of the public for public access that will run with the land and be binding on any subsequent purchasers, licensees, and users

The instrument shall indicate that it supersedes the existing "Agreement Imposing Public Access Restrictions on the Use of Real Property" executed May 4, 1992, pursuant to Amendment No. One of this permit, and may exclude the portion of the baseball field dedicated under the 1992 instrument. (Amendment No. One, revised by Amendment No. Four)

3. Recordation of the Instrument
Within 30 days after approval of the instrument, the permittee shall record the instrument on all parcels affected by this instrument and shall provide evidence of recording to the Commission. No changes shall be made to the instrument after approval without the express written consent by or on behalf of the Commission. (Amendment No. Four)

4. Improvements Within the Public Access Area
By January 1, 1995, the permittee shall install an approximately 460-square-foot asphalt viewing area with two benches, as generally shown on Exhibit A. (Amendment No. One, revised by Amendment No. Four)

5. Development of Reserved Public Access Area
Within five years of the date of issuance of this permit, the permittee or its assignee shall commence development of public access improvements within the Reserved Public Access Area. Prior to development, the permittee shall prepare a public access improvement plan for the Reserved Public Access Area to be reviewed and approved by or on behalf of the Commission. The plan should provide for connectivity to and along the shoreline between Encinal Beach boat ramp and Tideway Drive, including an improved shoreline path, benches, and other improvements, consistent with Exhibit A of this amended permit. The permittee or its assignee shall seek a permit amendment to authorize the proposed improvements. The permittee may enter into an agreement with another entity to meet the terms of this condition, which may include (but is not limited to) the transfer of the Reserved Public Access Area to a new owner. (Amendment No. Four)

6. Public Access Connections
The permittee or assignee shall coordinate and work with the owners and/or project sponsors of the adjacent properties to connect the public access areas and shoreline paths required herein with any existing and future public access areas and shoreline paths on the adjacent properties to create a continuous public access area. This shall include any necessary adjustments to the current configuration of the Encinal High School Stadium and adjacent public access authorized by this permit. (Amendment No. Four)

7. Maintenance
The areas and improvements within the total 35,000-square-foot Reserved Public Access Area shall be permanently maintained by and at the expense of the permittee or its assignees. Such maintenance shall include, but is not limited to, repairs to all path surfaces; replacement of any trees or other plant materials that die or become unkempt; repairs or replacement as needed of any public access amenities such as signs, benches, drinking fountains, trash containers and lights; periodic cleanup of litter and other materials deposited within the access areas; removal of any encroachments into the access areas; and assuring that the public access signs remain in place and visible. Within 30 days after notification by staff, the permittee shall correct any maintenance deficiency noted in a staff inspection of the site. (Amendment No. One, revised by Amendment No. Four)

8. Reasonable Rules and Restrictions
The permittee may impose reasonable rules and restrictions for the use of the public access areas to correct particular problems that may arise. Such limitations, rules, and restrictions shall have first been approved by or on behalf of the Commission upon a finding that the proposed rules would not significantly affect the public nature of the area, would not unduly interfere with reasonable public use of the public access areas, and would tend to correct a specific problem that the permittee has both identified and substantiated. Rules may include restricting hours of use and delineating appropriate behavior. (Amendment No. Four)

## C. Debris Removal

Prior to the use of any improvements authorized by Amendment No. Four, the permittee shall remove the debris piles on the southwestern side of the football field, adjacent to the Encinal Boat Ramp, and dispose of the debris outside of the Commission's jurisdiction.

All construction debris, earthen fill debris, fencing debris, and irrigation debris shall be removed to a location outside the jurisdiction of the Commission. In the event that any such material is placed in any area within the Commission's jurisdiction, the permittee,

its assigns, or successors in interest, or the owner of the improvements, shall remove such material, at its expense, within ten days after it has been notified by the Executive Director of such placement. (Amendment No. Four)

## D. Turf Replacement

Amendment No. Four authorizes only the initial installation of the artificial turf field as depicted in Exhibit A. Any future substantial replacement of the field beyond standard maintenance patching is not authorized under this amendment. Should the permittee seek a substantial replacement of the artificial turf field, the permittee will be required to submit a new permit amendment application seeking such authorization, subject to the approval of the Commission. At the time of any future substantial replacement proposal, the project will be subject to evaluation based on the best available science regarding environmental or health concerns related to artificial turf and microplastics that may have emerged since the issuance of this permit amendment. (Amendment No. Four)

## E. Site Management

The activities authorized herein shall be managed to prevent materials from falling, washing, or blowing into the Bay. In the event that such material escapes or is placed in an unauthorized area within the Commission's jurisdiction, the permittee shall immediately remove such material at its expense to a location outside the Commission's jurisdiction. (Amendment No. Four)

## F. Notice to Contractor

The permittee shall provide a copy of this permit to any contractor or person working in concert with the permittee to carry out the activities authorized herein and shall point out the special conditions contained herein. (Amendment No. Four)

## G. Certification of Contractor Review

Prior to commencing any grading, demolition, or construction, the general contractor or contractors in charge of that portion of the work shall submit written certification that they have reviewed and understands the requirements of the permit and the final BCDC-approved plans, particularly as they pertain to any public access or open space required herein, or environmentally sensitive areas. (Amendment No. Four)

## H. Recording

The permittee shall record this permit on all parcels affected by this permit with Alameda County within 30 days after execution of the permit issued pursuant to this authorization and shall, within 30 days after recordation, provide the original recordation to the Commission. (Original Authorization)

# III. Findings and Declarations

On behalf of the Commission, I find and declare that:

## A. Original Project Through Amendment No. Three

The project authorized by this amended permit involves the placement of small amounts of inert inorganic fill, the extraction of small amounts of materials, or a substantial change of use of any area within the 100-foot shoreline band, so long as the placement, extraction, or change in use does not have a significant adverse effect on present or possible future maximum feasible public access to the Bay consistent with the project, on present or possible future use for a designated priority water-related use, and on the environment, and is minor fill for improving public access that complies with section 10701 and that does not exceed 1,000 square feet in area, and thus is a "minor repair or improvement" for which the Executive Director may issue (l) a permit, pursuant to Government Code Section 66632(f) and Regulation Section 10622(a); and (2) an amendment to a permit, pursuant to Regulation Section 10812.

The project authorized by this amended permit involves improvement of existing athletic facilities at Encinal High School. Such improvements will bring additional people to the site which will adversely affect public access to the Bay and shoreline. The public access area will provide a place for the public to view the Bay and shoreline. The public access will also provide access from the public street to the public access area. For these reasons, the Commission finds that this amended project provides the maximum feasible public access consistent with the project.

As required by Special Condition II-D, the installation of the safety screen authorized by Amendment No. Three herein involves the installation of a net which provides a sufficient amount of transparency through its mesh and frame materials and, thus, minimally impacts views to the Bay and shoreline appearance.

The project authorized by this amended permit is consistent with the McAteer-Petris Act and with the San Francisco Bay Plan in that it will not adversely affect the Bay nor public access to and enjoyment of the Bay.

## B. Fill for Public Access

Section 66605 of the McAteer-Petris Act states that minor fill in the Bay may be authorized for improving public access to the Bay. Regulation 10601(a)(11) states that minor fill for improving public access is permitted if it complies with Regulation Section 10701 and does not exceed 1,000 square feet in area. Regulation Section 10701 states that fill for public access is necessary only when inadequate public access to the Bay shoreline exists in the area and it is either physically impracticable or economically

infeasible to improve public access without filling. Regulation Section 10701 also requires that such fill improve public access to the Bay and that the fill be the minimum amount necessary.

The public access pathway authorized by Amendment No. One consists of a 185-foot-long, 5-foot-wide pathway and a 177-square-foot viewing area with a bench on it. The majority of viewing area will be located upland of the line of highest tidal action. The views at the viewing area will not be obstructed by riprap. There is no alternative way to get to the viewing area other than by crossing an area below the line of highest tidal action. The 5-foot wide public access pathway will involve only 100 cubic yards of fill. The project will bring public access to an area where little public access exists currently. Thus, the fill for the public access pathway authorized by this amended permit is consistent with the McAteer-Petris Act and the Commission's regulations. (Amendment No. One)

## C. Amendment No. Four

Amendment No. Four authorizes the renovation of the football stadium within the 100-foot shoreline band at Encinal Junior and Senior High School. The project will involve replacing the existing natural grass field with an artificial turf field, including 8,500 square feet within the Commission's jurisdiction; paving a walkway and entry around the field; replacing the existing dirt track with an all-weather track; replacing the existing scoreboard and stadium lighting with a new scoreboard and lighting fixtures; installing a new stormwater drainage system; removing the existing perimeter fence and installing new fencing; and site preparation activities at the stadium and in the Reserved Public Access Area outside of school grounds. The Alameda Unified School District (District) has determined that the project is necessary for the school to continue to hold regulation games on site. The project will generally take place on previously developed lands on school grounds and involves the replacement of existing facilities with similar facilities. The new field and paving will, however, be more intensive development compared to the existing facilities, as they will increase the amount of non-permeable coverage of the site, and represent a large investment that will extend the life of the school's facilities.

South of the school's playing fields is an undeveloped segment of the Bay shoreline that is part of a gap in the Bay Trail around the City of Alameda. While there is not currently formal public access along this segment, there is a well-developed Bay Trail segment to the west of the school starting at Encinal Beach, and paved public roads to the east at Tideway Drive. Amendment No. One of this permit previously required the development of a public access path from 3rd Street through the school's baseball field to a viewing area to be developed near Tideway Drive. The Alameda Unified School District (District) deed restricted the area of the pathway as required and developed a viewing area, but the path through the field and along the shoreline to the viewing area has not been

provided. While the path through the field may have been available at some point in the past, the District has deemed that it is no longer feasible due to State law regarding the security of school grounds.

The shoreline adjacent to the football field is narrow and characterized by rock, broken concrete, and erosion. To address concerns that development of the replacement field would preclude future opportunities to formalize an accessible pedestrian connection in this area, the District sited the new field as far north as possible and agreed to reserve the space outside of the perimeter fence for public access purposes only and has committed to completing public access improvements within this area.

Amendment No. Four revises the public access requirements associated with this permit and require a new public access alignment along the shore from the property line Tideway Drive in the east to the Encinal Boat Ramp at the western end of school property. This requirement replaces the previous requirement from Amendment No. One as well as meets the specifications of San Francisco Bay Plan Public Access Policy No. 2 for maximum feasible public access consistent with the project authorized by Amendment No. Four. Due to urgency around the delivery of the stadium project, and because the unimproved public access area may be informally utilized in the interim, the public access improvements are being permitted to be completed after the completion of the stadium. Special Condition II.B ("Public Access") requires the deed restriction of the 35,000-square-foot area south of school property identified as the Reserved Public Access Area to ensure that it be maintained for public access purposes only. Special Condition II.B.5 specifies that the permittee must begin construction of public access, improvements including a public pathway and benches, within five years of the issuance of this amendment. Special Condition II.B.6 specifies that the public access shall connect to access on adjacent properties, and that reconfiguration of the stadium development may be required to facilitiate such a connection. Special Condition II.B also removes references to improvements that are no longer required, but retains the requirement for the public viewing area, which is still in place on site. Special Condition II.C requires the removal of a pile of unpermitted debris at the western property line to allow for the future installation of an accessible entry to the public access area.

Emerging research has raised some concerns that artificial turf generally can have a negative impact on water quality by releasing micro-plastics and other chemicals into runoff. Thus, Special Condition II.D limits the authorization of the field to the initial installation and minor patching and requires that any substantial replacement of the

turf be authorized through an amendment of the permit. This is to ensure that any future authorizations of the field be based on the best available scientific consensus on the environmental impacts of artificial turf.

Special Condition II.A, II.F, and II.G are added to ensure that the project is built consistent with this permit, and Special Condition II.E is included to ensure that ongoing operations will not impact Bay water quality.

As conditioned, the project authorized by this amended permit is consistent with the McAteer-Petris Act and with the San Francisco Bay Plan in that it will not adversely affect the Bay nor public access to and enjoyment of the Bay.

As such, the project involves "the placement of small amounts of inert inorganic fill, the extraction of small amounts of materials, or a substantial change of use of any area so long as the placement, extraction, or change in use does not have a significant adverse effect on existing or possible future public access, on existing or possible future use for a designated water-oriented priority land use; or on the environment," consistent with Regulation Section 10601(b)(1), thereby qualifying as a "minor repair or improvement" for which the Executive Director may issue a non-material amendment to an administrative permit, pursuant to Government Code Section 66632(f) and Regulation Section 10810.

## D. Coastal Zone Management Act

The Commission further finds, declares, and certifies that the activity or activities authorized herein are consistent with the Commission's Amended Management Program for San Francisco Bay, as approved by the Department of Commerce under the Federal Coastal Zone Management Act of 1972, as amended.

## E. California Environmental Quality Act

Pursuant to Regulation Section 11501, the project authorized by the original permit through Amendment No. Three is categorically exempt from the California Environmental Quality Act (CEQA) requirement to prepare an environmental impact report.

On March 12, 2024, the Alameda Unified School District, as lead agency, adopted a Notice of Exemption for the project authorized by Amendment No. Four. The District found that the project is categorically exempt from the CEQA requirement to prepare an environmental impact report pursuant to CEQA Guidelines Section 15302, where the replacement facilities will be located on the same site as the structure replaced and will have substantially the same purpose and capacity), and Section 15314, for minor additions to existing school within existing school grounds where the addition does not increase the original student capacity by more than 25 percent or 10 classrooms, whichever is less.

### F. Administrative Listing

Pursuant to Regulation Section 10620, the original project was listed with the Commission on February 21, 1991.

### G. Enforcement Program and Civil Penalties

The Commission has an enforcement program that reviews its permits for compliance. The Commission may issue cease and desist and civil penalty orders if violations are discovered. The McAteer-Petris Act provides for the imposition of administrative civil penalties ranging from $10 to $2,000 per day up to a maximum of $30,000 per violation. The Act also provides for the imposition of court-imposed civil penalties of up to $30,000 in addition to any other penalties, penalties for negligent violations of between $50 and $5,000 per day, knowing and intentional penalties of between $100 and $10,000 per day, and exemplary penalties, which are supplemental penalties, in an amount necessary to deter future violations. In addition, anyone who places fill, extracts materials, or makes any substantial change in use of any water, land or structure within the area of the Commission's jurisdiction without securing a permit from the Commission is guilty of a misdemeanor.

## IV. Standard Conditions

### A. Permit Execution

This permit shall not take effect unless the permittee(s) execute the original of this permit and return it to the Commission within ten days after the date of the issuance of the permit. No work shall be done until the acknowledgment is duly executed and returned to the Commission.

### B. Notice of Completion

The attached Notice of Completion and Declaration of Compliance form shall be returned to the Commission within 30 days following completion of the work.

### C. Permit Assignment

The rights, interests, and obligations contained in this permit are assignable in full or in part. This permit shall be assigned within thirty (30) days whenever: (a) the permittee transfers any interest in any real property on which an activity is authorized by a permit to occur; or (b) reassignment is necessary to achieve full compliance with one or more conditions of a permit. To assign this permit, the permittee-assignor and the assignee shall execute and submit for review and approval by Commission counsel a permit assignment document executed and dated by the assignor and assignee or their authorized representatives that contains all of the information specified in section 10830(a) of the Commission's regulations (14 C.C.R. § 10830(a)) and that also complies with sections 10830(b) or 10830(c), if applicable.

## D. Permit Runs with the Land

Unless otherwise provided in this permit, the terms and conditions of this permit shall bind all future owners and future possessors of any legal interest in the land and shall run with the land.

## E. Other Government Approvals

All required permissions from governmental bodies must be obtained before the commencement of work; these bodies include, but are not limited to, the U. S. Army Corps of Engineers, the State Lands Commission, the Regional Water Quality Control Board, and the city or county in which the work is to be performed, whenever any of these may be required. This permit does not relieve the permittee(s) of any obligations imposed by State or Federal law, either statutory or otherwise.

## F. Built Project must be Consistent with Application

Work must be performed in the precise manner and at the precise locations indicated in your application, as such may have been modified by the terms of the permit and any plans approved in writing by or on behalf of the Commission.

## G. Life of Authorization

Unless otherwise provided in this permit, all the terms and conditions of this permit shall remain effective for so long as the permit remains in effect or for so long as any use or construction authorized by this permit exists, whichever is longer.

## H. Commission Jurisdiction

Any area subject to the jurisdiction of the San Francisco Bay Conservation and Development Commission under either the McAteer-Petris Act or the Suisun Marsh Preservation Act at the time the permit is granted or thereafter shall remain subject to that jurisdiction notwithstanding the placement of any fill or the implementation of any substantial change in use authorized by this permit. Any area not subject to the jurisdiction of the San Francisco Bay Conservation and Development Commission that becomes, as a result of any work or project authorized in this permit, subject to tidal action shall become subject to the Commission's "bay" jurisdiction.

## I. Changes to the Commission's Jurisdiction as a Result of Natural Processes

This permit reflects the location of the shoreline of San Francisco Bay when the permit was issued. Over time, erosion, avulsion, accretion, subsidence, relative sea level change, and other factors may change the location of the shoreline, which may, in turn, change the extent of the Commission's regulatory jurisdiction. Therefore, the issuance of this permit does not guarantee that the Commission's jurisdiction will not change in the future.

## J. Violation of Permit May Lead to Permit Revocation

Except as otherwise noted, violation of any of the terms of this permit shall be grounds for revocation. The Commission may revoke any permit for such violation after a public hearing held on reasonable notice to the permittee(s) or their assignees if the permit has been effectively assigned. If the permit is revoked, the Commission may determine, if it deems appropriate, that all or part of any fill or structure placed pursuant to this permit shall be removed by the permittee(s) or their assignees if the permit has been assigned.

## K. Should Permit Conditions Be Found to be Illegal or Unenforceable

Unless the Commission directs otherwise, this permit shall become null and void if any term, standard condition, or special condition of this permit shall be found illegal or unenforceable through the application of statute, administrative ruling, or court determination. If this permit becomes null and void, any fill or structures placed in reliance on this permit shall be subject to removal by the permittee(s) or their assignees if the permit has been assigned to the extent that the Commission determines that such removal is appropriate. Any uses authorized shall be terminated to the extent that the Commission determines that such uses should be terminated.

## L. Permission to Conduct Site Visit

The permittee(s) shall grant permission to any member of the Commission's staff to conduct a site visit at the subject property during and after construction to verify that the project is being and has been constructed in compliance with the authorization and conditions contained herein. Site visits may occur during business hours without prior notice and after business hours with 24-hour notice.

## M. Abandonment

If, at any time, the Commission determines that the improvements in the Bay authorized herein have been abandoned for a period of two years or more, or have deteriorated to the point that public health, safety or welfare is adversely affected, the Commission may require that the improvements be removed by the permittee(s), its assignees or successors in interest, or by the owner of the improvements, within 60 days or such other reasonable time as the Commission may direct.

## N. Best Management Practices

1. Debris Removal

   All construction debris shall be removed to an authorized location outside the jurisdiction of the Commission. In the event that any such material is placed in any area within the Commission's jurisdiction, the permittee, its assigns, or successors in interest, or the owner of the improvements, shall remove such material, at their expense, within ten days after they have been notified by the Executive Director of such placement.

2. Construction Operations
   All construction operations shall be performed to prevent construction materials from falling, washing or blowing into the Bay. In the event that such material escapes or is placed in an area subject to tidal action of the Bay, the permittee shall immediately retrieve and remove such material at its expense.

## O. In-Kind Repairs and Maintenance

Any in-kind repair and maintenance work authorized herein shall not result in an enlargement of the authorized structural footprint and shall only involve construction materials approved for use in San Francisco Bay. Work shall occur during periods designated to avoid impacts to fish and wildlife. The permittee(s) shall contact Commission staff to confirm current restricted periods for construction.

Executed at San Francisco, California, on behalf of the San Francisco Bay Conservation and Development Commission on the date first above written.

LAWRENCE J. GOLDZBAND
Executive Director
San Francisco Bay Conservation and Development Commission

LJG/KP/ra

cc: U. S. Army Corps of Engineers, Attn: Regulatory Functions Branch
San Francisco Bay Regional Water Quality Control Board,
Attn: Certification Section
Environmental Protection Agency
City of Alameda Planning Department

* * * * * * * * * * * * * * * * * * * * * * * *

**Receipt acknowledged, contents understood and agreed to:**

Executed at Alameda, California

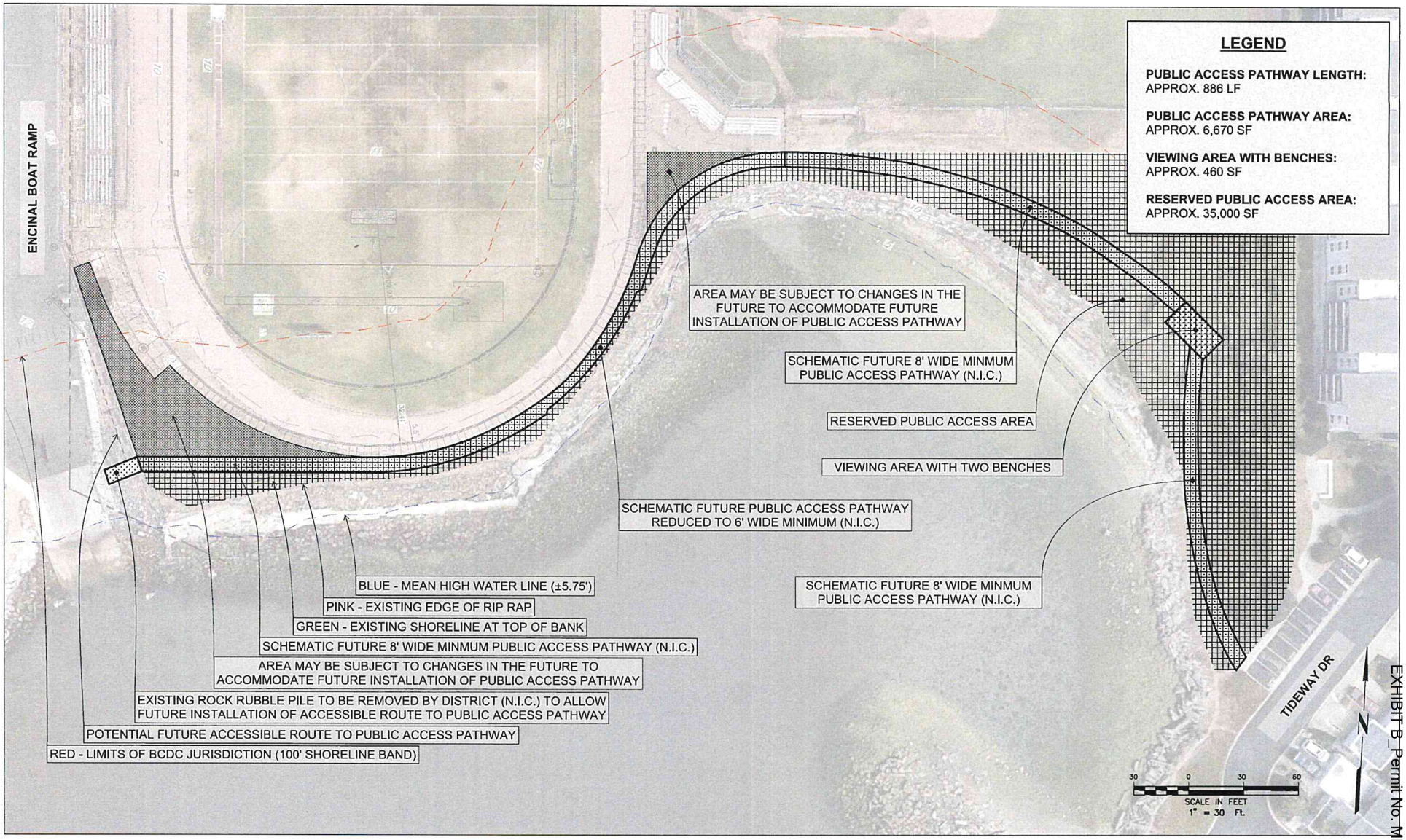
On November 13, 2024

Alameda Unified School District
**Permittee**

Shariq Khan
**Signature**

SHARIQ KHAN
**Print Name**

ASSISTANT SUPERINTENDENT, BUSINESS SERVICES
**Title**




AUSD ALAMEDA UNIFIED SCHOOL DISTRICT
EXCELLENCE & EQUITY FOR ALL STUDENTS

**ENCINAL HIGH SCHOOL STADIUM RENOVATION**

BCDC PERMIT NO. M1990.096.01 - EXHIBIT A

10.30.202

EXHIBIT B_Permit No. M1990.096.04

**CALIFORNIA ACKNOWLEDGMENT** **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda }

On 11-13-2024 before me, Deborah Dobbins, Notary Public,
*Date* *Here Insert Name and Title of the Officer*

personally appeared Shariq Khan
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

DEBORAH E. DOBBINS
Notary Public - California
Alameda County
Commission # 2396506
My Comm. Expires Mar 9, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
*Signature of Notary Public*

*Place Notary Seal and/or Stamp Above*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**
Title or Type of Document: San Francisco Bay Conservation and Develop.
Document Date: 11-4-2024 Number of Pages: 116
Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

| Signer's Name: Shariq Khan | Signer's Name: |
|---|---|
| ☐ Corporate Officer – Title(s): | ☐ Corporate Officer – Title(s): |
| ☐ Partner – ☐ Limited ☐ General | ☐ Partner – ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☑ Other: Asst. Superintendent, Bus. Serv. | ☐ Other: |
| Signer is Representing: Alameda Unified School District | Signer is Representing: |

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# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**State of California**
**County of** San Francisco } **S.S.**

On November 7, 2024, before me, Reyna Amezcua, Notary Public,
Name of Notary Public, Title

personally appeared Lawrence J. Goldzband
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she/~~they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

REYNA AMEZCUA
COMM. #2408165
Notary Public - California
San Francisco County
My Comm. Expires July 12, 2026

Seal

## OPTIONAL INFORMATION

*Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.*

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of BCDC Permit No. MI990.096.04,

containing _____ pages, and dated 11/4/2024.

The signer(s) capacity or authority is/~~are~~ as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

### Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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EXHIBIT C
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 ALAMEDA UNIFIED SCHOOL DISTRICT, AS DESCRIBED BY DEEDS RECORDED IN BOOK 5711 PAGE 129 AND BOOK 5777 PAGE 343, OFFICIAL RECORDS OF ALAMEDA COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF ALAMEDA UNIFIED SCHOOL DISTRICT AS SHOWN AND DELINEATED ON THAT CERTAIN RECORD OF SURVEY ENTITLED "R/S/ NO. 3157" RECORDED OCTOBER 23, 2019 IN BOOK 46 OF RECORDS OF SURVEYS AT PAGES 19 THROUGH 20, ALAMEDA COUNTY RECORDS; THENCE COINCIDENT WITH THE WESTERLY LINE OF SAID LANDS NORTH 01°04'54" EAST 122.20 FEET; THENCE LEAVING SAID LINE AND ENTERING SAID LANDS, THE FOLLOWING SEVEN (7) COURSES:

1. SOUTH 17°32'37" EAST 99.55 FEET
2. SOUTH 70°51'09" EAST 48.17 FEET
3. NORTH 88°08'39" EAST 95.69 FEET
4. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET THROUGH A CENTRAL ANGLE OF 69°49'24" FOR AN ARC LENGTH OF 182.80 FEET
5. NORTH 18°19'15" EAST 6.58 FEET
6. ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 80.00 FEET THROUGH A CENTRAL ANGLE OF 72°46'26" FOR AN ARC LENGTH OF 101.61 FEET
7. SOUTH 88°54'20" EAST 273.09 FEET

TO THE EAST LINE OF SAID LANDS; THENCE COINCIDENT WITH SAID LINE, THE FOLLOWING THREE (3) COURSES:

1. SOUTH 01°05'40" WEST 252.14 FEET
2. SOUTH 39°33'50" WEST 57.03 FEET
3. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 88.00 FEET THROUGH A CENTRAL ANGLE OF 04°29'12" FOR AN ARC LENGTH OF 6.89 FEET

THENCE LEAVING SAID LINE AND ENTERING SAID LANDS, THE FOLLOWING FOURTEEN (14) COURSES:

1. NORTH 10°07'33" WEST 105.34 FEET
2. NORTH 50°23'06" EAST 16.54 FEET
3. NORTH 22°19'13" WEST 54.86 FEET
4. NORTH 29°00'59" WEST 66.23 FEET
5. NORTH 52°52'07" WEST 52.99 FEET

6. NORTH 60°24’39” WEST 42.23 FEET

7. NORTH 75°39’28” WEST 56.32 FEET

8. SOUTH 81°45’57” WEST 28.01 FEET

9. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 70.00 FEET THROUGH A CENTRAL ANGLE OF 79°54’48” FOR AN ARC LENGTH OF 97.63 FEET

10. SOUTH 18°19’15” WEST 4.11 FEET

11. ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 160.00 FEET THROUGH A CENTRAL ANGLE OF 69°49’24” FOR AN ARC LENGTH OF 194.98 FEET

12. SOUTH 88°08’39” WEST 39.24 FEET

13. SOUTH 81°25’06” WEST 41.75 FEET

14. SOUTH 77°38’48” WEST 61.82 FEET

TO THE SOUTHERLY LINE OF SAID LANDS; THENCE COINCIDENT WITH SAID LINE NORTH 63°49’30” WEST 36.65 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 35,081 SQUARE FEET, MORE OR LESS.

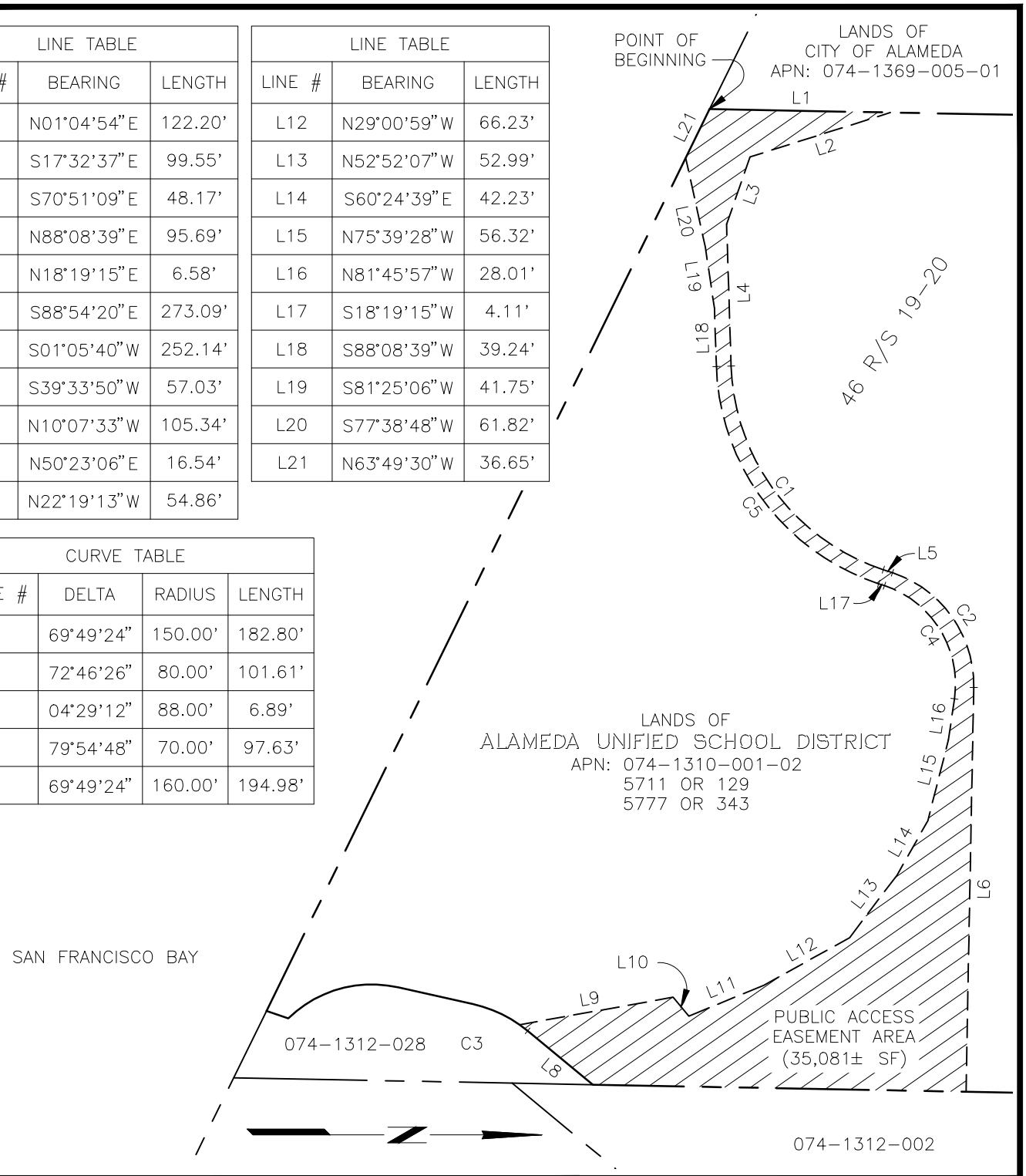
APN: 074-1310-001-02 DATE: OCTOBER 2, 2025

PREPARED BY: BRELJE & RACE, CONSULTING ENGINEERS JOB NO.: 3882.16

| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | LENGTH |
| L1 | N01°04'54"E | 122.20' |
| L2 | S17°32'37"E | 99.55' |
| L3 | S70°51'09"E | 48.17' |
| L4 | N88°08'39"E | 95.69' |
| L5 | N18°19'15"E | 6.58' |
| L6 | S88°54'20"E | 273.09' |
| L7 | S01°05'40"W | 252.14' |
| L8 | S39°33'50"W | 57.03' |
| L9 | N10°07'33"W | 105.34' |
| L10 | N50°23'06"E | 16.54' |
| L11 | N22°19'13"W | 54.86' |

| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | LENGTH |
| L12 | N29°00'59"W | 66.23' |
| L13 | N52°52'07"W | 52.99' |
| L14 | S60°24'39"E | 42.23' |
| L15 | N75°39'28"W | 56.32' |
| L16 | N81°45'57"W | 28.01' |
| L17 | S18°19'15"W | 4.11' |
| L18 | S88°08'39"W | 39.24' |
| L19 | S81°25'06"W | 41.75' |
| L20 | S77°38'48"W | 61.82' |
| L21 | N63°49'30"W | 36.65' |

| CURVE TABLE | | | |
|---|---|---|---|
| CURVE # | DELTA | RADIUS | LENGTH |
| C1 | 69°49'24" | 150.00' | 182.80' |
| C2 | 72°46'26" | 80.00' | 101.61' |
| C3 | 04°29'12" | 88.00' | 6.89' |
| C4 | 79°54'48" | 70.00' | 97.63' |
| C5 | 69°49'24" | 160.00' | 194.98' |




THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION.

0 100 200

SCALE IN FEET
1" = 100 Ft.

10-02-25

PROFESSIONAL LAND SURVEYOR
JEFFREY D. ROACH
No. L9158
Exp. 03-31-27
STATE OF CALIFORNIA

JEFFREY D. ROACH PLS 9158

# EXHIBIT C

## PUBLIC ACCESS

OWNER: ALAMEDA UNIFIED SCHOOL DISTRICT
2060 CHALLENGER DRIVE
ALAMEDA CA 94501

5711 OR 129
5777 OR 343

APN: 074-1310-001-02

PREPARED BY

Brelje & Race
CONSULTING ENGINEERS
475 Aviation Blvd. • Suite 120 • Santa Rosa, CA 95403 • 707-576-1322
www.brce.com

3882.12

TAB: R-SHEET

10-02-25 roach \3882\map\3882.16 Shoreline Public Access Easement.dwg

Recorded at the request of:
State of California
San Francisco Bay Conservation
and Development Commission

WHEN RECORDED, mail to:
San Francisco Bay Conservation
and Development Commission
30 Van Ness Avenue, Room 2011
San Francisco, California 94102

STATE OF CALIFORNIA
OFFICIAL BUSINESS -- Document
entitled to free recording
pursuant to Government Code
Sections 6103 and 27383

NO TAX DUE

D14

Recorded in Official Records, Alameda County
Patrick O'Connell, Clerk-Recorder

No Fee
94208095 12:00pm 06/02/94
005 223320 31 16 000330
A15 22 7.00 63.00 0.00 0.00 0.00 0.00

THIS SPACE FOR RECORDER

NOTICE OF CONDITIONS, COVENANTS,
AND RESTRICTIONS AFFECTING

ALAMEDA County Assessor Parcel 74-1310-1-2.

1. An agreement imposing public access restrictions on the use of the affected parcels.

2. BCDC Permit No. M90-96 dated MARCH 11, 1991, as amended through Amendment No. TWO, dated JUNE 4, 1992.

AGREEMENT IMPOSING PUBLIC ACCESS RESTRICTIONS
ON THE USE OF REAL PROPERTY

This agreement is made this 25th day of May, 1994, by and between ALAMEDA UNIFIED SCHOOL DISTRICT, hereinafter referred to as "the permittee," and the San Francisco Bay Conservation and Development Commission, hereinafter referred to as "Commission."

WHEREAS, the permittee owns certain real property referred to as "the subject property" that is located in the City of ALAMEDA, County of ALAMEDA, State of California, and is more particularly described in Exhibit A, attached hereto and by such reference incorporated herein; and

WHEREAS, pursuant to the McAteer-Petris Act (Government Code Section 66600 et seq.), the permittee sought in Application No. M90-96, a permit for the following: See Exhibit B attached and incorporated by reference; and

WHEREAS, the Commission has issued Permit No. M90-96, a copy of which is attached as Exhibit C and incorporated by reference, for this work and the uses subject to conditions that are imposed for the benefit of the public and surrounding landowners, and without agreement to which by the permittee no permit could be issued; and

WHEREAS, Special Conditions II-D-1 and II-D-6 to the permit provide that the permittee must dedicate or otherwise permanently restrict certain real property more specifically described in Exhibit D to this agreement, which is attached and incorporated by reference into this agreement, for public access purposes.

NOW, THEREFORE, in consideration of the issuance of the development permit by the Commission and of the benefit conferred thereby on the subject property, the permittee, on behalf of itself, its heirs, its successors and assigns, hereby covenants and agrees with the Commission, its successors and assigns that the portion of property more particularly described in Exhibit D, which is attached and incorporated by reference, shall be held open to the public in perpetuity for public access purposes, including but not limited to walking, viewing, sitting, fishing, picnicking, and other related purposes, and that the restriction shall be attached to and become a part of the deed of the property.

FURTHER, the permittee acknowledges that any violation of this deed restriction will constitute a violation of the McAteer-Petris Act and of Permit No. M90-96, and, in addition to any other remedies provided by law, will subject the permittee or any other person violating the deed restriction to suit as provided by the McAteer-Petris Act.

IT IS FURTHER RECOGNIZED that this agreement and deed restriction is a covenant running with the land in perpetuity and shall bind the permittee, its heirs, successors, and assigns. The permittee further agrees that the permittee shall insert the restriction herein described in any subsequent deed or other legal instrument by which it divests itself of either the fee simple title to or of its possessory interest in the subject property or some portion thereof.

In witness thereof, the parties hereto have duly executed this agreement.

94208095



Executed on this 18 day of May, 1994 at ALAMEDA, California.

Nicholas A. O'Donnell

NICHOLAS A. O'DONNELL, DIRECTOR OF PURCHASING
(Typed Name and Title of

Person Who is Executing

Document for Permittee)

State of CALIFORNIA )
) ss.
County of ALAMEDA )

On MAY 18, 1994 before me, SUSAN A. DAVID, a Notary Public in and for said County and State, personally appeared NICHOLAS A. O'DONNELL, DIRECTOR OF PURCHASING personally known to me (or proved to me on the basis or satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledge that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

OFFICIAL NOTARY SEAL
SUSAN A. DAVID
Notary Public — California
ALAMEDA COUNTY
My Comm. Expires MAR 31,1995

Signature Susan A. David

Executed on this 25th day of May, 1994 at San Francisco, California.

Alan R. Pendleton

ALAN R. PENDLETON
Executive Director
San Francisco Bay Conservation
and Development Commission

State of CALIFORNIA )
) ss.
County of SAN FRANCISCO )

On MAY 25, 1994 before me, MYRNA CARTER-LEE, a Notary Public in and for said County and State, personally appeared ALAN R. PENDLETON personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledge that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal

Myrna Carter-Lee
Comm. #992013
NOTARY PUBLIC - CALIFORNIA
City & County of San Francisco
Comm. Expires April 18, 1997

Signature Myrna Carter-Lee

01201 (01/26/94)

# DESCRIPTION

All that certain real property situated in the City of Alameda, County of Alameda, State of California described as follows:

PARCEL ONE:

ALL THAT certain tract of tide land known as and being Lots 13 and 20 in Section 10, in Township 2 south, in Range 4 west of the Mount Diablo Meridian.

EXCEPTING THEREFROM the following portions:

THAT PORTION granted for use as a public street to City of Alameda, a municipal corporation, by Instrument, dated January 21, 1927, recorded November 9, 1944 in Map Book 4627, of Official Records, at Page 166.

THAT PORTION granted for use as a public street to the City of Alameda, dated July 23, 1952 and recorded August 22, 1952 in Book 6809 at Page 453, Official Records of Alameda County.

THAT PORTION granted to Pan Pacific Development Co., Inc., by Deed recorded February 10, 1971 on Reel 2784, at Image 698, Official Records of Alameda County.

PARCEL TWO:

BLOCK 5, as shown on the Map of Tract 3105, being a Subdivision of Blocks 4 and 5 of Tract 3011 Ballena Bay Community, Alameda, California, filed February 26, 1970, in Book 63 of Maps, Pages 79 through 82, inclusive, Alameda County Records.

PARCEL THREE:

A NON-EXCLUSIVE easement for ingress and egress over that certain 40 foot private roadway "B" as shown on the Map of Tract 3105, being a subdivision of Blocks 4 and 5 of Tract 3011 Ballena Bay Community, Alameda, California, filed February 26, 1970, in Book 63 of Maps, Pages 79 through 82, inclusive, Alameda County Records.

PARCEL FOUR:

AN EASEMENT for ingress and egress over the entire parcel of land granted to Pan Pacific Development Co., Inc., as reserved by the School District in Deed recorded February 10, 1971 on Reel 2784 at Image 698, Official Records of Alameda County.

Commonly known as: 210 Central Avenue
Alameda County Account No. 74-1310-1-2 & 74-1312-1



EXHIBIT A

94208095

Alameda Unified School District

Historic Alameda High School
2200 Central Avenue
Alameda, California 94501
(415) 748-4000

# PROJECT DESCRIPTION
# FOR
# AMENDMENT NUMBER TWO
# TO B.C.D.C. PERMIT #M90-96

Improve the Encinal High School baseball and football fields and running track by:

1. removing two backstops, 1,800 square feet each.
2. installing a 2,400 square-foot backstop.
3. installing 3,372 square feet if asphalt behind the new backstop.
4. resurfacing 7,942 square feet of running track surface.
5. regrading a baseball field to a 1.5% grade.
6. installing two catch basins and irrigation on the baseball field.
7. replacing a drinking fountain.
8. capping two irrigation lines.
9. install an electronic scoreboard, 14 feet wide and 9 feet high on 10 foot poles at the southeast corner of the site.
10. replace an existing dugout on the south side of the site with a handicap accessible dugout.
11. install 3 bleachers at the southwest corner of the site.
12. relocate the bullpen and warning track
13. install a chain link hood on existing backstop.
14. add chain link panels to an existing chain link fence on both sides of the backstop.
15. install an approximately 925-square foot asphalt public access pathway to a viewing area.
16. install a 177-square-foot asphalt viewing area at the end of the pathway (792 square feet of the public access pathway and viewing area will be fill in the Bay.
17. install three public access benches at the viewing area.
18. install three public access gates.
19. install three public access signs at locations approved by BCDC staff.

EXHIBIT B

94208095

STATE OF CALIFORNIA — PETE WILSON, Governor

SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION
THIRTY VAN NESS AVENUE, SUITE 2011
SAN FRANCISCO, CA 94102-6080
PHONE: (415) 557-3686

# Recorder's Copy

PERMIT NO. M90-96
(Issued on March 11, 1991, As
Amended Through June 4, 1992)
AMENDMENT NO. TWO

Recorded in Official Records, Alameda County
Patrick O'Connell, Clerk-Recorder
No Fee
94080944 09:55am 03/02/94
005 29004580 29 07
B52 21 7.00 60.00 0.00 0.00 0.00 0.00

Alameda Unified School District
2200 Central Avenue
Alameda, California 94501

ATTENTION: Thomas R. Hudson

Dear Mr. Hudson:

I. Authorization

A. Subject to the conditions stated below, the permittee, Alameda Unified School District, is hereby authorized to do the following:

Location: In the Bay and within the 100-foot shoreline band, south of Encinal High School, 210 Central Avenue, City of Alameda, County of Alameda.

Description: Improve the Encinal High School baseball and football fields and running track by: (1) removing two backstops, 1,800 square feet each; (2) installing a 2,400 square-foot backstop; (3) installing 3,372 square feet of asphalt behind the new backstop; (4) resurfacing 7,942 square feet of running track surface; (5) regrading a baseball field to a 1.5% grade; (6) installing two catch basins and irrigation on the baseball field; (7) replacing a drinking fountain; (8) capping two irrigation lines; (9) install an electronic scoreboard, 14 feet wide and 9 feet high on 10 foot poles at the southeast corner of the site; (10) replace an existing dugout on the south side of the site with a handicap accessible dugout; (11) install 3 bleachers at the southwest corner of

This is to certify that this is a true excerpt copy of the document on file in this office.
ATTEST:
MAR -2 1994
Patrick O'Connell
COUNTY RECORDER
ALAMEDA COUNTY, CALIFORNIA

EXHIBIT C

the site; (12) relocate the bullpen and warning track; (13) install a chain link hood on existing backstop; (14) add chain link panels to an existing chain link fence on both sides of the backstop; (15) install an approximately 925-square-foot asphalt public access pathway to a viewing area; (16) install a 177-square-foot asphalt viewing area at the end of the pathway (792 square feet of the public access pathway and viewing area will be fill in the Bay); (17) install two public access benches at the viewing area; (18) install three public access gates; and (19) install three public access signs at locations approved by BCDC staff.

B. This amended authority is generally pursuant to and limited by your application dated December 6, 1990, and your letter requesting Amendment No. One dated August 30, 1991, and your letter requesting Amendment No. Two dated May 1, 1992, including its accompanying and subsequent exhibits, and all conditions of this amended permit.

C. Work authorized herein must commence prior to April 1, 1993, or this amended permit will lapse and become null and void. Such work must be diligently pursued to completion and must be completed within three years of commencement, or by April 1, 1995, whichever is earlier, unless an extension of time is granted by a further amendment of this amended permit.

II. Special Conditions

The amended authorization made herein shall be subject to the following special conditions, in addition to the standard conditions in Part IV:

A. Debris Removal. All construction debris earthen fill debris, fencing debris, and irrigation debris, shall be removed to a location outside the jurisdiction of the Commission. In the event that any such material is placed in any area within the Commission's jurisdiction, the permittee, its assigns, or successors in interest, or the owner of the improvements, shall remove such material, at its expense, within ten days after it has been notified by the Executive Director of such placement.

B. The athletic field improvements authorized herein shall be regularly maintained by, and at the expense of the permittee, any assignee, lessee, sublessee, or other successor in interest to the project. Maintenance shall include but not be limited to removing grass clippings or other garden clippings and debris from the athletic fields.

C. The permittee shall not place grass clippings or any other material whatsoever in the bay, or dispose of any materials in such a way as to allow them to be blown or deposited into the bay.

D. Public Access.

1. Area. The approximately 1,102-square-foot area generally shown on Exhibit "A" shall be made available exclusively to the public for unrestricted public access for walking, sitting, viewing, picnicking, and related purposes. If the permittee wishes to use the public access area for other than public access purposes, it must obtain prior written approval by or on behalf of the Commission.

2. Improvements. The permittee shall install the following improvements as generally shown on Exhibit "A", by January 1, 1995:

   (1) a 5-foot-wide 925-square-foot asphalt pathway. Plans for the pathway shall be submitted under Special Condition II-D-3;

   (2) a 177-square-foot asphalt viewing area. Plans for the viewing area shall be submitted under Special Condition II-D-3;

   (3) two public access benches at the viewing area;

   (4) three public access signs. The signs shall be of a size and design and at a location approved by or on behalf of the Commission; and

   (5) three public access gates. The gates shall be at a location approved by or on behalf of the Commission.

3. Plan Review. No work whatsoever shall be commenced pursuant to this amended authorization until final precise landscaping plans and any other relevant criteria, specifications, and plan information for the public access area have been submitted to, reviewed, and approved in writing by or on behalf of the Commission. The specific drawings and information required will be determined by the staff. To save time, preliminary drawings should be submitted and approved prior to final drawings.

Approval or disapproval shall be based upon:

(a) completeness and accuracy of the plans in showing the features required above, particularly the line of highest tidal action, property lines, and the line 100-feet inland of the line of highest tidal action, and any other criteria required by this authorization;

(b) consistency of the plans with the terms and conditions of his authorization;

(c) the provision of the amount and quality of public access to and along the shoreline and in and through the project to the shoreline required by this authorization;

(d) consistency with legal instruments reserving public access areas; and

(e) assuring that any fill in the Bay does not exceed this authorization;

Plan review shall be completed by or on behalf of the Commission within 45 days after receipt of the plans to be reviewed.

4. Conformity With Final Approved Plans. All work, improvements, and uses shall conform to the final approved plans. Prior to any use of the facilities authorized herein, the appropriate design

professional(s) of record shall certify in writing that, through personal knowledge, the work covered by the authorization has been performed in accordance with the approved design criteria and in substantial conformance with the approved plans. No noticeable changes shall be made thereafter to any final plans or to the exterior of any constructed structure, outside fixture, lighting, landscaping, signage, landscaping, parking area, or shoreline protection work without first obtaining written approval of the change(s) by or on behalf of the Commission.

5. Discrepancies between Approved Plans and Special Conditions. In case of any discrepancy between final approved plans and Special Conditions of this amended authorization or legal instruments approved pursuant to this amended authorization, the Special Condition or the legal instrument shall prevail. The applicant is responsible for assuring that all plans accurately and fully reflect the Special Conditions of this authorization and any legal instruments submitted pursuant to this amended authorization.

6. Permanent Guarantee. Prior to the commencement of any grading or construction activity, the permittee shall, by instrument or instruments acceptable to counsel for the Commission, dedicate to a public agency or otherwise permanently guarantee such rights for the public to the new 1,102-square-foot public access areas(s) to the extent the permittee is legally able to do so. The instrument(s) shall create rights in favor of the public which shall commence no later than after completion of construction of any public access improvements required by this authorization and prior to the use of any structures authorized herein. Such instrument shall be in a form that meets recordation requirements of Alameda County and shall include a legal description of the property being restricted and a map that clearly shows and labels the line of highest tidal action, the property being restricted for public access, the legal description of the

property and of the area being restricted for public access, and other appropriate landmarks and topographic features of the site.

7. Maintenance. The areas and improvements within the total 1,102-square-foot area shall be permanently maintained by and at the expense of, the permittee or its assignees. Such maintenance shall include, but is not limited to repairs to all path surfaces, removal of any encroachments into the access areas, and assuring that the public access signs remain in place and visible. Within 30 days after notification by staff, the permittee shall correct any maintenance deficiency noted in a staff inspection of the site.

8. Public Access Hours. The two public access gates on the eastern edge of the site shall be open from 8.00 am to 4.30 pm except when public access use of the warning track would interfere with baseball games. The public access gate near the bleachers shall be open at all times.

E. Recording. The applicant shall record this document or a notice specifically referring to this document with Alameda County within 30 days after execution of the amended permit issued pursuant to this authorization and shall, within 30 days after recordation, provide evidence of recordation to the Commission.

III. Findings and Declarations

On behalf of the Commission, I find and declare that:

A. The project authorized by this amended permit involves the placement of small amounts of inert inorganic fill, the extraction of small amounts of materials, or a substantial change of use of any area within the 100-foot shoreline band, so long as the placement, extraction, or change in use does not have a significant adverse effect on present or possible future maximum feasible public access to the Bay consistent with the project, on present or possible future use for a designated priority water-related use, and on the environment, and is minor fill for improving public access that complies with Section 10701 and that does not exceed 1,000 square feet in area, and thus is a "minor repair or improvement" for which the Executive

Director may issue (1) a permit, pursuant to Government Code Section 66632(f) and Regulation Section 10622(a); and (2) an amendment to a permit, pursuant to Regulation Section 10812.

B. The project authorized by this amended permit is consistent with the McAteer-Petris Act and with the San Francisco Bay Plan in that it will not adversely affect the Bay nor public access to and enjoyment of the Bay.

C. The project authorized by this amended permit involves improvement of existing athletic facilities at Encinal High School. Such improvements will bring additional people to the site which will adversely affect public access to the Bay and shoreline. The public access area will provide a place for the public to view the Bay and shoreline. The public access will also provide access from the public street to the public access area. For these reasons, the Commission finds that this amended project provides the maximum feasible public access consistent with the project.

D. Fill for Public Access. Section 66605 of the McAteer-Petris Act states that minor fill in the Bay may be authorized for improving public access to the Bay. Regulation 10601(a)(11) states that minor fill for improving public access is permitted if it complies with Regulation Section 10701 and does not exceed 1,000 square feet in area. Regulation Section 10701 states that fill for public access is necessary only when inadequate public access to the Bay shoreline exists in the area and it is either physically impracticable or economically infeasible to improve public access without filling. Regulation Section 10701 also requires that such fill improve public access to the Bay and that the fill be the minimum amount necessary.

The public access pathway authorized by Amendment No. One consists of a 185-foot-long, 5-foot-wide pathway and a 177-square-foot viewing area with a bench on it. The majority of viewing area will be located upland of the line of highest tidal action. The views at the viewing area will not be obstructed by riprap. There is no alternative way to get to the viewing area other than by crossing an area below the line of highest tidal action. The 5-foot wide public access pathway will involve only 100 cubic yards of fill. The project will bring public access to an area where little public access exists currently. Thus, the fill for the public access pathway authorized by this amended permit is consistent with the McAteer-Petris Act and the Commission's regulations.

E. The Commission further finds, declares, and certifies that the activity or activities authorized herein are consistent with the Commission's

Amended Management Program for San Francisco Bay, as approved by the Department of Commerce under the Federal Coastal Zone Management Act of 1972, as amended.

F. Pursuant to Regulation Section 11501, the project authorized by this amended permit is categorically exempt from the requirement to prepare an environmental impact report.

G. Pursuant to Regulation Section 10620, the original project was listed with the Commission on February 21, 1991.

IV. Standard Conditions

A. All required permissions from governmental bodies must be obtained before the commencement of work; these bodies include, but are not limited to, the U. S. Army Corps of Engineers, the State Lands Commission, the Regional Water Quality Control Board, and the city and/or county in which the work is to be performed, whenever any of these may be required. This amended permit does not relieve the permittee of any obligations imposed by State or Federal law, either statutory or otherwise.

B. The attached Notice of Completion and Declaration of Compliance form shall be returned to the Commission within 30 days following completion of the work.

C. Work must be performed in the precise manner and at the precise locations indicated in your application and amendment request, as such may have been modified by the terms of the amended permit and any plans approved in writing by or on behalf of the Commission.

D. Work must be performed in a manner so as to minimize muddying of waters, and if diking is involved, dikes shall be waterproof. If any seepage returns to the Bay, the permittee will be subject to the regulations of the Regional Water Quality Control Board in that region.

E. The rights derived from this amended permit are assignable as provided herein. An assignment shall not be effective until the assignee shall have executed and the Commission shall have received an acknowledgment that the assignee has read and understood the application and amendment request for this amended permit and the amended permit itself and agrees to be bound by the terms and conditions of the amended permit, and the assignee is accepted by the Executive Director as being reasonably capable of complying with the terms of the amended permit.

F. Unless otherwise provided in this amended permit, all the terms and conditions of this amended permit shall remain effective for so long as the amended permit remains in effect or for so long as any use or construction authorized by this amended permit exists, whichever is longer.

G. Unless otherwise provided in this amended permit, the terms and conditions of this amended permit shall bind all future owners and future possessors of any legal interest in the land and shall run with the land.

H. Unless otherwise provided in this amended permit, any work authorized herein shall be completed within the time limits specified in this amended permit, or, if no time limits are specified in the amended permit, within three years. If the work is not completed by the date specified in the amended permit, or if no date is specified, within three years from the date of the amended permit, the amended permit shall become null and void. If this amended permit becomes null and void for a failure to comply with these time limitations, any fill placed in reliance on this amended permit shall be removed by the permittee or its assignee upon receiving written notification by or on behalf of the Commission to remove the fill.

I. Except as otherwise noted, violation of any of the terms of this amended permit shall be grounds for revocation. The Commission may revoke any amended permit for such violation after a public hearing held on reasonable notice to the permittee or its assignee if the amended permit has been effectively assigned. If the amended permit is revoked, the Commission may determine, if it deems appropriate, that all or part of any fill or structure placed pursuant to this amended permit shall be removed by the permittee or its assignee if the amended permit has been assigned.

J. This amended permit shall not take effect unless the permittee executes the original of this amended permit and returns it to the Commission within ten days after the date of the issuance of the amended permit. No work shall be done until the acknowledgment is duly executed and returned to the Commission.

K. Any area subject to the jurisdiction of the San Francisco Bay Conservation and Development Commission under either the McAteer-Petris Act or the Suisun Marsh Preservation Act at the time the permit is granted or thereafter shall remain subject to that jurisdiction notwithstanding the placement of any fill or the implementation of any substantial change in use authorized by this amended permit.

L. Any area not subject to the jurisdiction of the San Francisco Bay Conservation and Development Commission that becomes, as a result of any work or project authorized in this amended permit, subject to tidal action shall become subject to the Commission's "bay" jurisdiction up to the line of highest tidal action.

M. Unless the Commission directs otherwise, this amended permit shall become null and void if any term, standard condition, or special condition of this amended permit shall be found illegal or unenforceable through the application of statute, administrative ruling, or court determination. If this amended permit becomes null and void, any fill or structures placed in reliance on this amended permit shall be subject to removal by the permittee or its assignee if the amended permit has been assigned to the extent that the Commission determines that such removal is appropriate. Any uses authorized shall be terminated to the extent that the Commission determines that such uses should be terminated.

Executed at San Francisco, California, on behalf of the San Francisco Bay Conservation and Development Commission on the date first above written.

ALAN R. PENDLETON
Executive Director

STATE OF CALIFORNIA )
) ss.
County of San Francisco )

On this 4th day of June, in the year 19 92, before me, the undersigned, a Notary Public in and for said State, personally appeared Alan R. Pendleton, personally known to me to be the Executive Director of the San Francisco Bay Conservation and Development Commission who executed the within instrument on behalf of the San Francisco Bay Conservation and Development Commission, and acknowledged to me that the San Francisco Bay Conservation and Development Commission executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
Reyna Isabel Rosales
NOTARY PUBLIC CALIFORNIA
City & County of San Francisco
My Comm. Expires June 16, 1995

Notary Public in and for said State.

Enc. 0425r--06/04/92
ARP/CS/rr
cc: U. S. Army Corps of Engineers, Attn: Regulatory Functions Branch
San Francisco Bay Regional Water Quality Control Board,
Attn: Certification Section
Environmental Protection Agency, Attn: Clyde Morris, W-7-2
Baykeeper, Attn: Mike Herz
City of Alameda Planning Department, Attn: Planning Director
Jim Hemman & Associates

* * * * * * * * * * *

Receipt acknowledged, contents understood and agreed to:

Executed at Alameda, California

Alameda Unified School District
Applicant

On June 23, 1992 By: Thomas R. Hudson

Ass't. Sup't. - Business Services
Title

State of California )
) ss.
County of Alameda )

On this 23rd day of June, in the year 1992, before me, Phyllis A. Langton, personally appeared Thomas R. Hudson, personally known to me to be the person whose name is subscribed to this instrument and acknowledged that he executed it.

Phyllis A. Langton
Signature of Notary

OFFICIAL SEAL
PHYLLIS A LANGTON
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My comm. expires DEC 11, 1992

94208095

11,185-20
12/26/91
DAD

DESCRIPTION

Public Access Area Over Lands of
Alameda Unified School District

DATE RECEIVED

All that certain real property situate in the City of Alameda, County of Alameda, State of California described as follows:

BEGINNING at a point in the monument line of Third Street as shown on the map of Tract No. 3105,, which map was filed for record in Book 63 of Maps at pages 79 through 82 Alameda County Records, at the southerly terminus of the course on said monument line as "N.01°05'40"E., 413.66 M-M"; thence from said POINT OF BEGINNING, along the southerly prolongation of said monument line S1°05'40"W 33.05 feet; thence leaving said southerly prolongation, at right angles, N89°01'20"W 17.60 feet to the TRUE POINT OF BEGINNING for this description; thence from said TRUE POINT OF BEGINNING, S0°47'29"W 291.17 feet; thence, along a tangent curve to the right with a radius of 102.50 feet, through a central angle of 50°59'47" for an arc length of 91.23 feet; thence S51°47'16"W 24.45 feet; thence S6°47'16"W 13.13 feet; thence from a tangent bearing of N89°58'49"W along a curve to the right with a radius of 15.00 feet, through a central angle of 100°49'22" for an arc length of 26.40 feet; thence S86°16'47"E 13.21 feet; thence parallel with and distant 5.00 feet northwesterly and westerly of above said courses with lengths of 24.45 feet, 91.23 feet and 291.17 respectively, feet the following three courses: N51°47'16"E 24.45 feet; along a tangent curve to the left with a radius of 97.50 feet, through a central angle of 50°59'47" for an arc length of 86.78 feet and N0°47'29"E 56.32 feet; thence leaving said parallel line, along a tangent curve to the left with a radius of 7.50 feet, through a central angle of 70°31'44" for an arc length 9.23 feet to a point in a line parallel and distant 10.00 feet westerly, measured at right angles, from above said course with a length of 291.17 feet; thence along said parallel line N0°47'29"E 172.72 feet; thence leaving said parallel line N31°45'09"W 14.71 feet; thence, at right angles, N58°14'51"E 9.39 feet to a point in the northerly prolongation of last said parallel line; thence along said northerly prolongation N0°47'29"E 37.64 feet; thence leaving said parallel line S89°01'20"E 10.00 feet to the TRUE POINT OF BEGINNING.

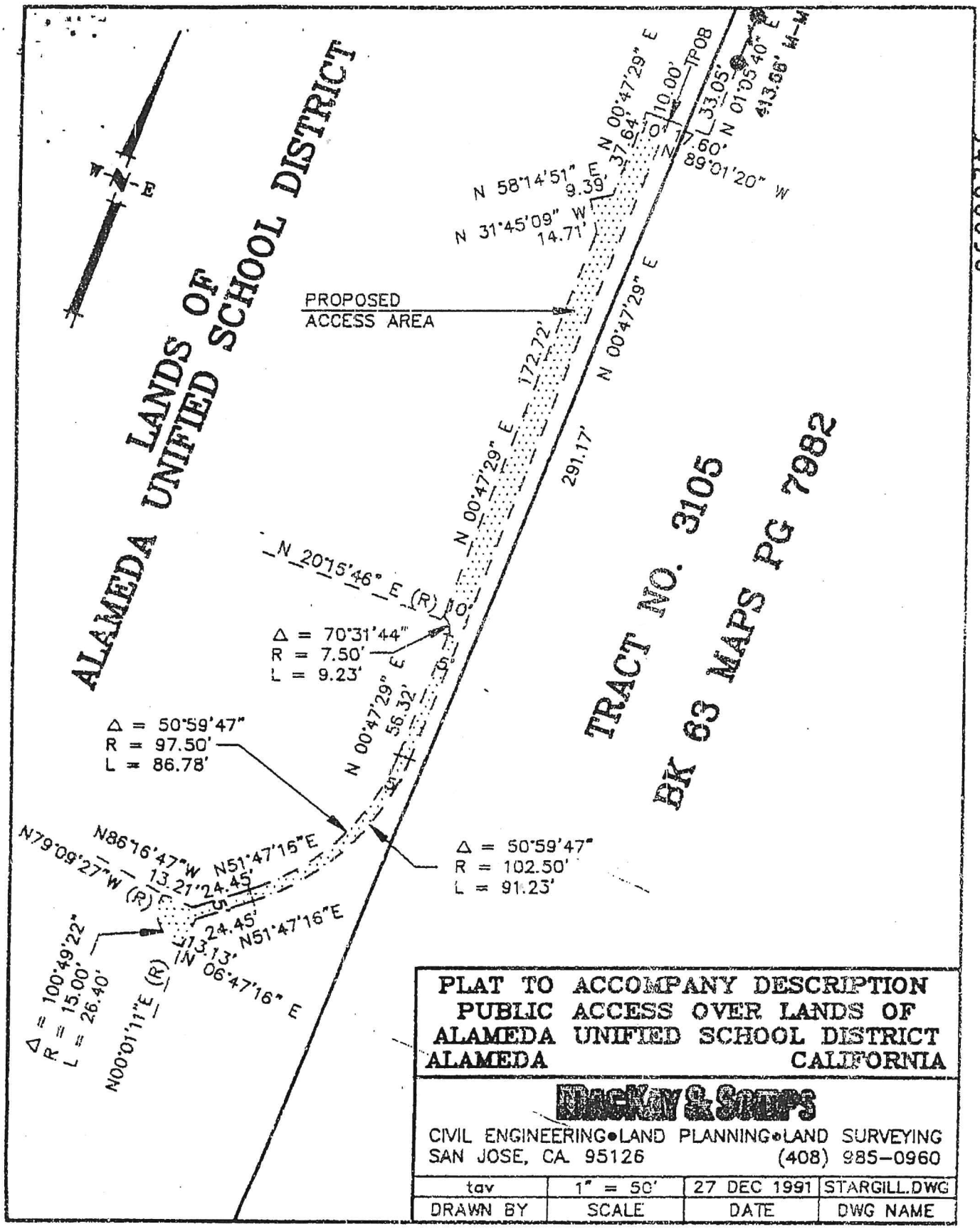
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature _____
*Licensed Land Surveyor*

Date 12/27/91

Prepared by the firm of
MACKAY & SOMPS
San Jose, California

EXHIBIT D



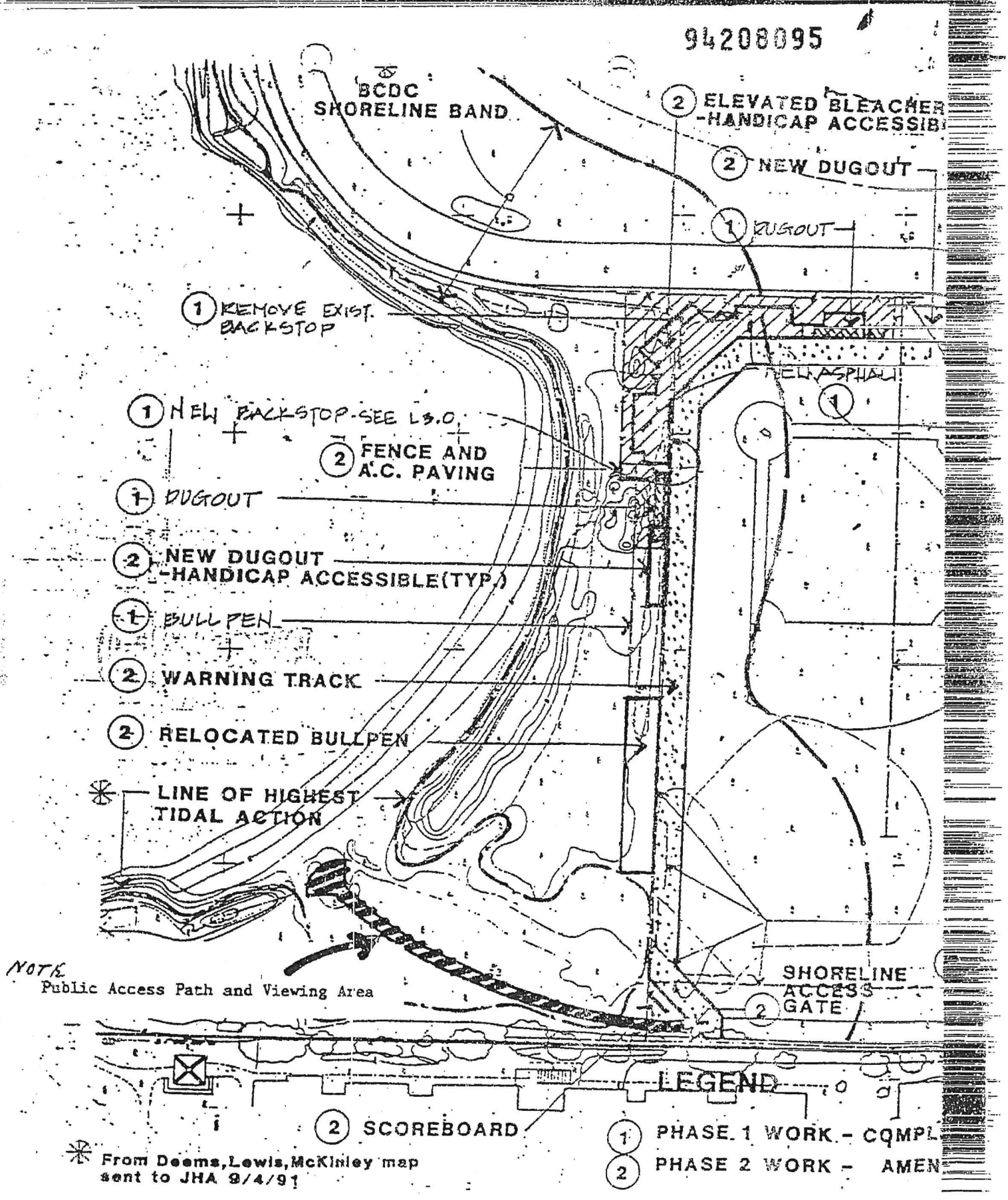

94208095

**PLAT TO ACCOMPANY DESCRIPTION**
**PUBLIC ACCESS OVER LANDS OF**
**ALAMEDA UNIFIED SCHOOL DISTRICT**
**ALAMEDA CALIFORNIA**


DICKMAN & SOLOPS
CIVIL ENGINEERING•LAND PLANNING•LAND SURVEYING
SAN JOSE, CA. 95126 (408) 985-0960

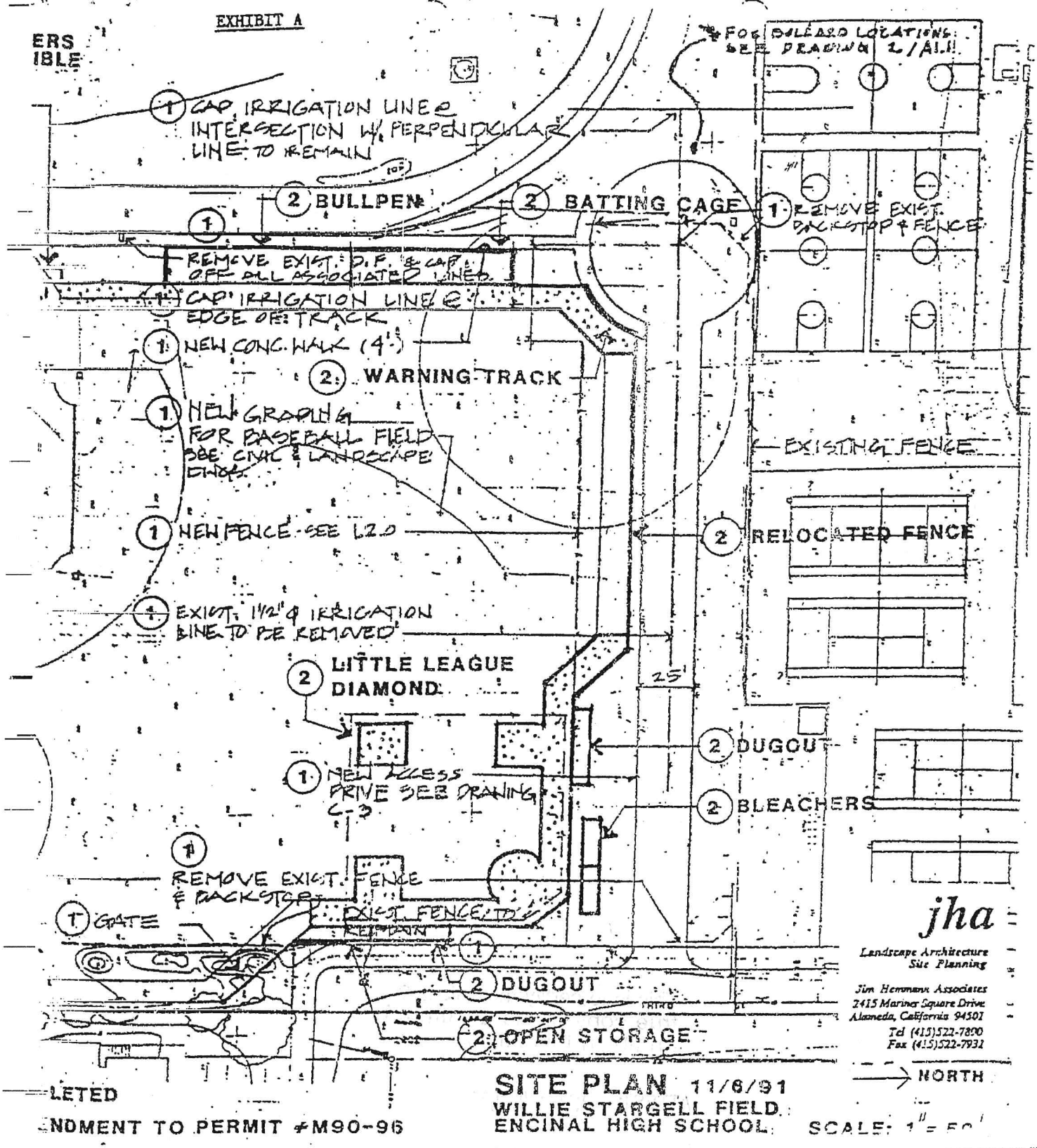

| tav | 1" = 50' | 27 DEC 1991 | STARGILL.DWG |
|---|---|---|---|
| DRAWN BY | SCALE | DATE | DWG NAME |

94208095


BCDC SHORELINE BAND
2 ELEVATED BLEACHER -HANDICAP ACCESSIBL
2 NEW DUGOUT
1 DUGOUT
1 REMOVE EXIST. BACKSTOP
NEW ASPHALT
1 NEW BACKSTOP-SEE L3.0
2 FENCE AND A.C. PAVING
1 DUGOUT
2 NEW DUGOUT -HANDICAP ACCESSIBLE(TYP.)
1 BULLPEN
2 WARNING TRACK
2 RELOCATED BULLPEN
LINE OF HIGHEST TIDAL ACTION
NOTE
Public Access Path and Viewing Area
SHORELINE ACCESS GATE
LEGEND
2 SCOREBOARD
1 PHASE 1 WORK - COMPL
2 PHASE 2 WORK - AMEN
From Deems,Lewis,McKinley map sent to JHA 9/4/91

94208095

EXHIBIT A




jha

Landscape Architecture
Site Planning

Jim Hemmann Associates
2415 Mariner Square Drive
Alameda, California 94501
Tel (415)522-7800
Fax (415)522-7932

LETED

NDMENT TO PERMIT #M90-96

SITE PLAN 11/6/91
WILLIE STARGELL FIELD
ENCINAL HIGH SCHOOL

SCALE: 1" = 50'

This is to certify that this is a true copy of the document on file in this office.

ATTEST: OCT 10 2025

Melissa Wilk
COUNTY RECORDER
ALAMEDA COUNTY, CALIFORNIA

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

| | |
|---|---|
| **Item Title:** | Proclamation: California Sikh American Awareness and Appreciation Month - November |
| **Item Type:** | Consent |
| **Background:** | Sikh and Punjabi American communities make important contributions to our state and nation. Sikh immigrants have resided in California for more than a century, with the first Sikh immigrants having labored on railroad construction projects, in lumber mills, and in the agricultural heartlands of the Sacramento, San Joaquin, and Imperial valleys. The first Sikh temple (Gurdwara) in California was established in Stockton in 1912.<br><br>Tonight the Alameda Unified School District would like to honor this community by recognizing November as California Sikh American Awareness and Appreciation Month. |
| **AUSD LCAP Goals:** | |
| **Fund Codes:** | |
| **Fiscal Analysis** | |
| **Amount (Savings) (Cost):** | N/A |
| **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 |
|---|---|---|---|
| 🗋 | Proclamation: California Sikh American Awareness and Appreciation Month | 10/22/2025 | Backup Material |

# PROCLAMATION

## *California Sikh American Awareness and Appreciation Month*

*November*

*WHEREAS,* California and our nation are at once blessed and enriched by the unparalleled diversity of our residents; and

*WHEREAS,* among this unprecedented diversity in California, there reside an estimated 250,000 Americans of Sikh origin, comprising nearly 40 percent of the nation's estimated Sikh population; and

*WHEREAS,* Sikh immigrants have resided in California for more than a century, with the first Sikh immigrants having labored on railroad construction projects, in lumber mills, and in the agricultural heartlands of the Sacramento, San Joaquin, and Imperial valleys; and

*WHEREAS,* the first Sikh temple (Gurdwara) in California was established in Stockton in 1912, and Sikh temples have since been established in communities throughout California, especially in the central valley, with more than a dozen in Fresno alone; and

*WHEREAS,* while Sikh Americans have distinguished themselves in numerous areas of endeavor, they have demonstrated particular success in the areas of agriculture, trucking, medicine, and in the creation of small, family-owned businesses; and

*WHEREAS,* Sikh Americans have served as mayors of California cities and numerous Sikh Americans have served as council members of California cities; and

*WHEREAS,* the Sikh and Punjabi American communities of California continue to make important contributions to our state and nation; and

*WHEREAS,* resolved by the Assembly of the State of California, the Senate thereof concurring, that the Legislature hereby designates the month of November to be California Sikh American Awareness and Appreciation Month;

*NOW, THEREFORE, BE IT PROCLAIMED* that the Alameda Unified School District Board of Education hereby recognizes November as California Sikh American Awareness and Appreciation Month.

*PASSED AND ADOPTED* this 28th day of October, 2025.

AYES:_____ MEMBERS:_____

NOES:_____ MEMBERS:_____

ABSENT:_____ MEMBERS:_____

_____
Gary K. Lym, President
Board of Education
Alameda Unified School District
Alameda County, State of California

ATTEST:
By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

| | |
|---|---|
| **Item Title:** | Proclamation: National Native American Heritage Month - November |
| **Item Type:** | Consent |
| **Background:** | National Native American Heritage Month celebrates and recognizes the accomplishments of the peoples who were the original inhabitants, explorers, and settlers of the United States. Congress chose the month of November to recognize Native Americans as this month concludes the traditional harvest season and is generally a time of thanksgiving and celebration for some Native Americans. Tonight staff asks the Board to recognize November as National Native American Heritage Month. |
| **AUSD LCAP Goals:** | |
| **Fund Codes:** | |
| **Fiscal Analysis** | |
| **Amount (Savings) (Cost):** | N/A |
| **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 |
|---|---|---|---|
| 🗋 | Proclamation: National Native American Heritage Month | 10/22/2025 | Backup Material |

# PROCLAMATION

## *National Native American Heritage Month*

*November*

*WHEREAS,* National Native American Heritage Month celebrates the accomplishments of the original inhabitants, explorers, and settlers of the United States; and

*WHEREAS*, Native Americans have made distinct and important contributions to California, the United States, and the rest of the world in many fields; and

*WHEREAS,* today there are more than 100 recognized tribes in California, more than any other state in the nation; and

*WHEREAS*, The United States Bureau of the Census determined in 2010 that there were over 720,000 individuals in the State of California of Native American descent, making it the largest Native American population in the 50 states; and

*WHEREAS,* Americans of all ages recognize the many outstanding achievements of this country's original inhabitants and their descendants;

*NOW, THEREFORE, BE IT PROCLAIMED* that the Alameda Unified School District Board of Education recognizes November as National Native American Heritage Month.

*PASSED AND ADOPTED* this 28th day of October, 2025.

AYES:_____ MEMBERS:_____

NOES:_____ MEMBERS:_____

ABSENT:_____ MEMBERS:_____

_____

Gary K. Lym, President
Board of Education
Alameda Unified School District
Alameda County, State of California

ATTEST:
By: _____

Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

| | |
|---|---|
| **Item Title:** | Proclamation: Veterans Day - November 11, 2025 |
| **Item Type:** | Consent |
| **Background:** | With respect for and in recognition of the contributions our service men and women have made to the cause of peace and freedom around the world, Congress has provided that November 11 of each year shall be set aside as a legal public holiday to honor our Nation's veterans.<br><br>On Veterans Day, we come together to pay tribute to the men and women who have worn the uniform of the United States Armed Forces. Americans across this land commemorate the patriots who have risked their lives to preserve the liberty of our Nation, the families who support them, and the heroes no longer with us. |
| **AUSD LCAP Goals:** | |
| **Fund Codes:** | |
| **Fiscal Analysis** | |
| **Amount (Savings) (Cost):** | N/A |
| **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 |
|---|---|---|---|
| 🗋 | Proclamation: Veterans Day - November 11 | 10/22/2025 | Backup Material |

# PROCLAMATION

## *Veterans Day*

*November 11*

*WHEREAS,* on Veterans Day, we come together to pay tribute to the men and women who have worn the uniform of the United States Armed Forces; and

*WHEREAS*, Americans across this land commemorate the patriots who have risked their lives to preserve the liberty of our Nation, the families who support them, and the heroes no longer with us; and

*WHEREAS,* it is not our weapons or our technology that make us the most advanced military in the world; it is the unparalleled spirit, skill, and devotion of our troops; and

*WHEREAS*, in an unbroken line of valor stretching across more than two centuries, our veterans have charged into harm's way, sometimes making the ultimate sacrifice, to protect the freedoms that have blessed America;

*NOW, THEREFORE, BE IT PROCLAIMED* that the Alameda Unified School District Board of Education recognizes November 11th as Veterans Day.

*PASSED AND ADOPTED* this 28th day of October, 2025.

AYES:_____ MEMBERS:_____

NOES:_____ MEMBERS:_____

ABSENT:_____ MEMBERS:_____

_____
Gary K. Lym, President
Board of Education
Alameda Unified School District
Alameda County, State of California

ATTEST:
By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

| | |
|---|---|
| **Item Title:** | Ratification of Contracts Executed Pursuant to Board Policy 3300 |
| **Item Type:** | Consent |
| **Background:** | On June 24, 2025, through adoption of Resolution No. 2024-2025.86, 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 Accounting/Purchasing Manager(s).<br><br>Resolution Number 2024-2025.86 delegates authority to the Superintendent and designated staff to approve purchases and contracts below $114,800, the updated bid threshold effective January 1, 2025. Contracts between $25,000 and $114,800 approved under this authority must be ratified by the Board within 60 days.<br><br>1. (Fund 01, Resource 6500) Professional Services Agreement between AUSD and Communication Works at $1500 per assessment with a total not to exceed $37,500.00.<br>2. (Fund 01, Resource 8150) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and Golden Bay Drywall, Inc. for project costs not to exceed $37,300.00.<br>3. (Fund 01, Resource 6500) Amendment No. 3 to Professional Services Agreement between AUSD and Kyle's Assessments for an increase of 2,850 and an amended total of $36,175.00. |
| **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 |
|---|---|---|---|
| 🗋 | Communication Works | 10/21/2025 | Backup Material |
| 🗋 | Golden Bay Drywall, Inc. | 10/22/2025 | Backup Material |
| 🗋 | Kyles Assessments LLC | 10/22/2025 | Backup Material |

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

**CONTRACT #:** 2575

**CONTRACT FOR REPAIRS, MAINTENANCE, OR SMALL CONSTRUCTION PROJECTS**

**For**

☐ **REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES AWARDED PURSUANT TO THE "INFORMAL BIDDING" PROCEDURES OF THE PUBLIC CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT ("CUPCCAA") OVER $75,000 AND UP TO $220,000**

**or**

☑ **REPAIRS, MAINTENANCE, OR CONSTRUCTION SERVICES UNDER $75,000 AWARDED PURSUANT TO CUPCCAA**

**THIS CONTRACT** is made and entered into this 26th day of September, 2025 ("Contract"), by and between Golden Bay Drywall, Inc. ("Contractor") and **Alameda Unified School District** ("District"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Contract Services.** After the District has issued a Notice to Proceed, the Contractor shall furnish to the District the following repairs, maintenance, or construction services ("Services" or "Scope of Work"):

   Provide all labor, materials, equipment, and supervision to remove the ceiling tiles, remove the lighting fixtures leaving electrical wires safely in the junction box, skim coat the ceiling to a level 5 drywall finish, paint (flat white color), and reinstall fire alarm components in the Alameda High School kitchen. All work to be completed in accordance with all applicable state, local, and federal regulations.

2. **Contract Price & Payment.** The Contractor shall furnish the services to the District for a total price not to exceed $37,300, Thirty-Seven Thousand Three Hundred Dollars and Zero Cents ("Contract Price"). Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.

3. **Contract Site(s).** Contractor shall perform the Work at 2200 Central Ave, Alameda, CA 94501 ("Premises" or "Sites").

4. **Contract Time & Potential Liquidated Damages.** Work to be completed by December 31, 2025. ("Contract Time") Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, and it is not possible to Amend and extend the Contract without damaging the District, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of$ N/A per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.

5. **Bonds & Insurance.**

   **Payment Bond & Performance Bond:** When determined by the District based on the scope of work, on contracts exceeding $25,000, Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

   **Insurance:** Contractor shall have and maintain in force, with the minimum indicated limits, the following insurance covering their work under the Contract:

| | |
|---|---|
| **Commercial General Liability,** with Products and Completed Operations Coverage | $1,000,000 per occurrence; $3,000,000 aggregate |
| **Automobile Liability,** Any Auto | $1,000,000 per occurrence; |
| **Workers Compensation** | Statutory limits pursuant to State law |
| **Employers' Liability** | $1,000,000 |
| ***Builder's Risk (Course of Construction)** | Issued for the value and scope of work. |

*When determined by the District based onthe scope of work

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District prior to beginning work. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. The District, its officers, agents and employees, shall be named as an additional on the Contractor's Automobile Liability, Commercial General Liability and Completed Operations Coverage through endorsements CG 20 37 04 13 and CG 20 10 04 13. Contractor's policy(ies) shall be primary. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

6. **Project Oversight.** Inspection and acceptance of the Work shall be performed by Moises Lomeli of the Maintenance (MOF) Department of the District.

7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions.

8. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

| | | | |
|---|---|---|---|
| ___ | Bid Form and Proposal | X | Drug-Free Workplace Certification |
| ___ | Bid Bond | X | Lead-Product(s) Certification |
| ___ | Notice to Proceed | ___ | Roofing Contract Financial Interest Certification |
| X | Terms and Conditions to Contract | X | Insurance Certificates and Endorsements |
| X | Non-collusion Declaration | X | Performance Bond |
| X | Prevailing Wage Certification | X | Payment Bond |
| X | Workers' Compensation Certification Criminal | ___ | Exhibit A ("Scope of Work") |
| X | Background Investigation Certification | ___ | Plans |
| X | Asbestos & Other Hazardous Materials Certification | ___ | Work Specifications |
| | | X | [Other] Contractor's Proposal |
| X | Tobacco-Free Certification | ___ | Submittal(s) _____ |

9. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

**District:**
**2060 Challenger Drive**
**Alameda, CA 94501**
**ATTN: Brian Addicott, Director of MOF**

**Contractor:** Golden Bay Drywall, Inc.
260 Traynor St.
Hayward, CA 94544
ATTN: Daniel Padilla

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

The Parties agree to the Terms and Conditions and have ACCEPTED AND AGREED on the final date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

**Alameda Unified School District**

Contract #: 2575

Signature: [signature]

Print Name: Brian Addicott

Print Title: Director, MOF

Dated: 9-26-2025

Signature: [signature]

Print Name: Shariq Khan

Print Title: Assistant Superintendent

Dated: 9-26-25

When exceeding $114,800:

Signature: _____

Print Name: _____

Print Title: President, Board of Education

Dated: _____

**Contractor**

Signature: Daniel Padilla

Print Name: Daniel Padilla

Print Title: President

Dated: 09/26/25

Company Name: Golden Bay Drywall, Inc.

Company Address: 260 Traynor St.

City, State, ZIP: Hayward, CA 94544

Phone Number: 510-909-8539

Email: goldenbaydrywall@gmail.com

Federal Employer ID Number: 92-2783385

CSLB License Number: 1124139

PWC Registration Number: 2000003865

PWC-100 #: _____

**Budget Code:** 01-8150-0-0000-8110-5671-022-77-3011

**Information regarding Contractor:**

**Type of Business Entity:**

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Limited Partnership
- ☑ Corporation
- ☐ Limited Liability Company
- ☐ Other: _____

Employer Identification and/or Social Security Number: 92-2783385

**NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.**

## TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
3. **EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
4. **SUBCONTRACTORS:** Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars ($10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.
5. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Contract, whether or not such documents are final or draft documents.
6. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
7. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
8. **TRENCH SHORING:** If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
9. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall

proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

**10. LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

**11. WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to them. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

**12. DRUG-FREE / SMOKE FREE POLICY:** No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites

**13. CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.

**14. SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

**15. CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship,

**16. CLEAN UP:** Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

**17. ACCESS TO WORK:** District representatives shall at all time have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

**18. PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at their discretion to prevent such threatened loss or injury.

**19. ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

**20. TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

**21. OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

**22. FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.

**23. INDEMNIFICATION / HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages, arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Contract, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

**24. PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed;

(10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

**25. PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

**26. INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

**27. ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

**28. DISABLED VETERAN BUSINESS ENTERPRISES:** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

**29. WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written approval of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

**30. CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

**31. COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

**32. DISPUTES/CLAIMS**: Public Contract Code § 9204. Claims between the District and the Contractor shall be resolved in accordance with the procedures established in Public Contract Code § 9204.

- Claim. The term "Claim" means a written demand by the Contractor sent by registered mail or certified mail with return receipt requested for:
  (1) An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay;
  (2) Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Contractor is not otherwise entitled; or
  (3) Payment of an amount that is disputed by the District.
- Submission of Claim. A Claim arises upon the District's rejection of a request by the Contractor for a Change Order. The Contractor shall submit the Claim by registered mail or certified mail with return receipt requested to the District's Director of construction and Modernization, with a copy to the Project Manager/Construction Manager. The Contractor shall submit its Claim in writing, together with all Supporting Documentation no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of Completion. It is the intent of the District to evaluate and resolve Claims with the Contractor as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto. Should the Contractor fail to submit a Claim by the deadline set forth in this Article, Contractor waives and releases such Claim, including all rights and remedies in connection therewith.
- Contents of Claim. A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Contractor under penalty of perjury and including the following language immediately above or before the Contractor's signature: "I

declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit." The Contractor recognizes and acknowledges that this requirement is not a mere formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit. Should Contractor fail to submit the foregoing written statement signed under penalty of perjury, Contractor waives and releases its Claim, including all rights and remedies in connection thereto.

- Subcontractor Claims. Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor submit to the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether or not the Contractor decides to submit the Subcontractor's claim to the District, Contractor shall provide a copy of the Subcontractor's written request, including all supporting documentation, to the Project Manager/Construction Manager within ten (10) days of Contractor's receipt of the request. In the event the Contractor agrees to submit a Subcontractor's claim to the District, the Contractor shall submit such claim as a request for a Change Order, unless such claim was previously submitted to the District as a request for a Change Order. Within forty-five (45) days of receipt of the Subcontractor's written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor submitted the claim to the District and, if the Contractor did not submit the claim, the Contractor shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Contractor includes supporting documentation with such written statement, the Contractor shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Contractor submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Contractor under penalty of perjury that includes the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that [insert name of Contractor] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit."
- District Review of Claim. Upon receipt of a Claim, the District shall review the Claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual written agreement, extend the forty-five (45) day time period. The District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Contractor within the forty-five (45) day time period, or within an agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District's failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant's responsibility or qualifications.
- Meet and Confer Meeting. If the Contractor disputes the District's written response, or if the District fails to respond within the time frame prescribed above, the Contractor, within fifteen (15) days of the District's written response or, if the District fails to respond, within fifteen (15) days after the District's response was due, may demand, in a writing sent to the District's Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District's Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within thirty (30) days of its receipt of the Contractor's written demand.
- Mediation. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation.
- Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute.
- Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.

- Nothing in this Contract, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code § 910, et seq. Therefore, in addition to complying with the contractual Claims procedures, the Contractor is required to present claims to the District pursuant to Government Code § 910, et seq.

**33. LABOR CODE REQUIREMENTS:** Provided that the Contract Price is more than $1,000, and the Work is a "public works" under the Labor Code, the parties agree as follows:

- The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.
- Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.
- Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.
- Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000).
- Copies of the prevailing rate of per diem wages are on file with the District.
- Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for pre-employment activities.

**34. PAYROLL RECORDS:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to the District immediately upon request.

**35. AUDIT:** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of this Contract. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

**36. ANTI-TRUST CLAIM**: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

**37. GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.

**38. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

**39. BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

**40. DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

**41. INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

**42. ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

## PREVAILING WAGE CERTIFICATION

CONTRACT NO.# 2575 between **Alameda Unified School District** ("District" ) and Golden Bay Drywall, Inc. ("Contractor").

The undersigned does hereby certify to confirm to the State of California Public Works Contract requirements regarding prevailing wages, on-site audits with 48 hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

| | |
|---|---|
| Date: 09/26/25 | |
| Legal Name of Contractor: | Golden Bay Drywall, Inc. |
| Signature: | Daniel Padilla |
| Print Name: | Daniel Padilla |
| Title: | President |

## WORKERS' COMPENSATION CERTIFICATION

CONTRACT NO.# 2575 between **Alameda Unified School District** ("District" ) and Golden Bay Drywall, Inc. ("Contractor").

Labor Code section 2700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to their employees.

The undersigned does hereby certify the awareness of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor shall comply with such provisions before commencing the performance of the Work of this Contract.

| | |
|---|---|
| Date: | 09/26/25 |
| Legal Name of Contractor: | Golden Bay Drywall, Inc. |
| Signature: | Daniel Padilla |
| Print Name: | Daniel Padilla |
| Title: | President |

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

## CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

CONTRACT NO.# 2575 between **Alameda Unified School District** (District") and Golden Bay Drywall, Inc. ("Contractor" ).

The undersigned does hereby certify that (1) they are a representative of the Contractor, (2) they are familiar with the facts herein certified, (3) they are authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project:

| | |
|---|---|
| ☐ | The Contractor has complied with the fingerprinting requirements of Education Code sections 45125.1/45125.2 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or |
| **Waiver of Fingerprint Requirement.** Contractor is not required to comply because (check which applies): | |
| ☐ | The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils. |
| ☐ | CONTRACTOR'S 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 Contractor's services under this Agreement |
| ✓ | CONTRACTOR'S services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, CONTRACTOR'S employees shall have more than limited contact with students, BUT one of the following shall occur:<br>○ The installation of a physical barrier at the worksite to limit contact with pupils.<br>○ Continual supervision and monitoring of all Contractor's on-site employees of Contractor by an employee of Contractor, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.<br>⊙ Surveillance of Employees by District personnel. |

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (http://meganslaw.ca.gov).

   Contractor's responsibility for background clearance extends to all of their employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

| | |
|---|---|
| Date: | 09/26/25 |
| Legal Name of Contractor: | Golden Bay Drywall, Inc. |
| Signature: | Daniel Padilla |
| Print Name: | President |
| Title: | Daniel Padilla |

## ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

CONTRACT NO.# 2575 between **Alameda Unified School District** ("District") and Golden Bay Drywall, Inc. ("Contractor").

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements and shall comply with all the provisions outlined therein.

| | |
|---|---|
| Date: | 09/26/25 |
| Legal Name of Contractor: | Golden Bay Drywall, Inc. |
| Signature: | Daniel Padilla |
| Print Name: | Daniel Padilla |
| Title: | President |

## TOBACCO FREE ENVIRONMENT CERTIFICATION

CONTRACT NO.# 2575 between **Alameda Unified School District** ("District") and Golden Bay Drywall, Inc. ("Contractor").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

The undersigned does hereby certify awareness of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that the contractor shall adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

| | |
|---|---|
| Date: | 09/26/25 |
| Legal Name of Contractor: | Golden Bay Drywall, Inc. |
| Signature: | Daniel Padilla |
| Print Name: | Daniel Padilla |
| Title: | President |

## DRUG-FREE WORKPLACE CERTIFICATION

CONTRACT NO.# 2575 between **Alameda Unified School District** ("District" ) and Golden Bay Drywall, Inc. ("Contractor").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about all of the following:
    a. The dangers of drug abuse in the workplace.
    b. The person's or organization's policy of maintaining a drug-free workplace.
    c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
    d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

The undersigned does hereby certify and agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

The undersigned understands that if the District determines that Contractor has either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. The undersigned further understands that, violation of the terms of the Drug-Free Workplace Act of 1990, may be subject to debarment in accordance with the requirements of section 8350 et seq.

The undersigned does hereby acknowledge awareness of the provisions of Government Code section 8350 et seq. and hereby certifies adherence to the requirements of the Drug-Free Workplace Act of 1990.

| | |
|---|---|
| Date: | 09/26/25 |
| Legal Name of Contractor: | Golden Bay Drywall, Inc. |
| Signature: | Daniel Padilla |
| Print Name: | Daniel Padilla |
| Title: | President |

## LEAD-PRODUCTS CERTIFICATION

CONTRACT NO.# 2575 between **Alameda Unified School District** ("District") and Golden Bay Drywall, Inc. ("Contractor").

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products. Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (Including Title 8, California Code of Regulations, Section 1532.1). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT THEY HAVE RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT THEY HAVE THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

| | |
|---|---|
| Date: | 09/26/25 |
| Legal Name of Contractor: | Golden Bay Drywall, Inc. |
| Signature: | Daniel Padilla |
| Print Name: | Daniel Padilla |
| Title: | President |

## PERFORMANCE BOND

### PERFORMANCE BOND (100% of Contract Price)

**(Note: Contractors must use this form, NOT a surety company form.)**

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, the governing board ("Board") of the **Alameda Unified School District** ("District") and Golden Bay Drywall, Inc. _____, ("Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

2575 - AHS Kitchen Ceiling Project _____ (Project Name)

("Project" or "Contract")

which Contract dated _____, 2025, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

**WHEREAS**, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

**NOW, THEREFORE**, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

_____ DOLLARS

($_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

**Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:**

_____

_____

**Attention:** _____

**Telephone No.:** (_____) _____-_____

**Fax No.:** (_____) _____-_____

**E-mail Address:** _____

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the ____day of _____, 2025.

| **Principal** | **Surety** |
|---|---|
| _____ | _____ |
| (Name of Principal) | (Name of Surety) |
| _____ | _____ |
| (Signature of Person with Authority) | (Signature of Person with Authority) |
| _____ | _____ |
| (Print Name) | (Print Name) |
| | Brian Addicott |
| | (Name of California Agent of Surety) |
| | _____ |
| | (Address of California Agent of Surety) |
| | _____ |
| | (Telephone Number of California Agent of Surety) |

**Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

## PAYMENT BOND

### PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)
**(Note: Contractors must use this form, NOT a surety company form.)**

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS,** the governing board ("Board") of the **Alameda Unified School District** ("District") and Golden Bay Drywall, Inc. _____, ("Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

2575 - AHS Kitchen Ceiling Project _____ (Project Name)
("Project" or "Contract")

which Contract dated _____, 2025, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

**WHEREAS,** pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

**NOW, THEREFORE,** the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

_____ DOLLARS

($_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the ____ day of _____, 2025.

| **Principal** | **Surety** |
|---|---|
| _____ | _____ |
| (Name of Principal) | (Name of Surety) |
| _____ | _____ |
| (Signature of Person with Authority) | (Signature of Person with Authority) |
| Shariq Khan | _____ |
| (Print Name) | (Print Name) |
| | _____ |
| | (Name of California Agent of Surety) |
| | _____ |
| | (Address of California Agent of Surety) |
| | _____ |
| | (Telephone Number of California Agent of Surety) |

**Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

**Alameda High School Kitchen Ceiling - Bid**

GOLDEN BAY DRYWALL INC
MAINTENANCE & CONSTRUCTION SERVICES

LIC # 1124139

260 Traynor St.
Hayward, CA 94544
(408) 420-9868

To: Moises Lomeli
Facilities Maintenance Manager
Maintenance, Operations & Facilities
Alameda Unified School District
(510) 890-9682

Date: 09/11/25

Project Address: 2200 Central Ave, Alameda, CA 94501

Scope of Work: Removal of ceiling tiles from the kitchen and installation of a hard lid ceiling.

Golden Bay Drywall Inc. will provide **labor and materials** for the following:

-Demolition
-Drywall
-Taping
-Paint

**Total Cost** **$37,300.00**

**Inclusions**
-Payment & Performance Bond
-Dump rental/Trash Disposal
-Project is bid as straight time, in one uninterrupted phase, no overtime,
-Prevailing Wage Rates
-This bid is valid for 60 days

If quotation meets with your approval, please email a signed copy.

Daniel Padilla

Golden Bay Drywall Inc.

Acknowledged and agreed to:

_____ _____

Signature Date

_____

Title

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/22/2025

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<br>The Hammer SoCal Insurance Agency<br>333 H Street Ste 5000<br>Chula Vista, CA 91910<br>License #: CA 6014902 | CONTACT NAME: Alejandro Peredo<br>PHONE (A/C, No, Ext): (619)777-1120 FAX (A/C, No): (323)220-8229<br>E-MAIL ADDRESS: a.peredo@hammersocal.com |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A : Sutton Specialty Insurance Company — 16848 |
| INSURED<br>DANIEL PADILLA ROLDAN<br>DBA: GOLDEN BAY DRYWALL INC<br>260 TRAYNOR ST<br>Hayward, CA 94544 | INSURER B : |
| | INSURER C : |
| | INSURER D : |
| | INSURER E : |
| | INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 00025988-250822173711 **REVISION NUMBER:** 4

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 | X COMMERCIAL GENERAL LIABILITY | Y | Y | ISCP04000060976 | 07/18/2025 | 07/18/2026 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 50,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | Y | Y | ISCCX03000008358 | 07/18/2025 | 07/18/2026 | EACH OCCURRENCE | $ 4,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 4,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | | | | PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Alameda Unified School District is listed as additional insured.**

**Except for Worker's Compensation Insurance, Alameda Unified School District, its trustees, employees, and agents, the State of California are named as Additional Insured under all policies per terms of the attached endorsement(s) and as required by a written contract. 30 Day notice of cancellation, except 10 day notice for non-payment of premium applies per policy provisions.**

**(continued on ACORD 101 Additional Remarks Schedule)**

**CERTIFICATE HOLDER**

Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501

**CANCELLATION**

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

(APD)

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AGENCY CUSTOMER ID: _____

LOC #: _____

# ADDITIONAL REMARKS SCHEDULE



| | |
|---|---|
| AGENCY<br>The Hammer SoCal Insurance Agency | NAMED INSURED<br>DANIEL PADILLA ROLDAN<br>DBA: GOLDEN BAY DRYWALL INC |
| POLICY NUMBER<br>ISCP04000060976 | |
| CARRIER<br>Sutton Specialty Insurance Company — NAIC CODE 16848 | EFFECTIVE DATE: 07/18/2025 |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)
Project: AHS Kitchen Ceiling Project
Site: Alameda High School, 2060 Challenger Drive, Alameda CA 94501



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/23/2025

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 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 | CONTACT NAME: Michael Benoit |
|---|---|
| Pacific United Insurance Services<br>7851 Mission Center Court<br>Suite 322<br>San Diego CA 92108 | PHONE (A/C, No, Ext): (619)274-8144 FAX (A/C, No): (619)274-8143<br>E-MAIL ADDRESS: Michael@pacificunitedins.com |
| INSURED | INSURER(S) AFFORDING COVERAGE / NAIC # |
| GOLDEN BAY DRYWALL INC<br>260 TRAYNOR ST<br>Hayward CA 94544 | INSURER A : The Pie Insurance Company<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 24-25 WC Master **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 | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ☐ NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WC2530328000 | 7/12/2025 | 7/12/2026 | X PER STATUTE ☐ 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 |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

-Project Description: AHS Kitchen Ceiling Project
-Site Name: Alameda High School
-Address: 2060 Challenger Drive, Alameda CA 94501
-Additional Insured: Except for Worker's Compensation Insurance, Alameda Unified School District, its trustees, employees, and agents, the State of California are named as Additional Insured under all policies per terms of the attached endorsement(s) and as required by a written contract. 30 Day notice of cancellation, except 10 day notice for non-payment of premium applies per policy provisions.

**CERTIFICATE HOLDER**

Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501

**CANCELLATION**

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

Michael Benoit/JOAN

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# COMMENTS/REMARKS

Verification of Coverage


**COPYRIGHT 2000, AMS SERVICES INC.**

# CERTIFICATE OF LIABILITY INSURANCE

DATE 09/24/2025

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<br>Resolution Insurance Services LLC<br>301 N Jackson Ave Ste 4<br>San Jose, CA 95133-2344 | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>EMAIL ADDRESS:<br>INSURER(S) AFFORDING COVERAGE — NAIC#<br>INSURER A: Infinity Select Insurance Company — 20260<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |
| INSURED<br>GOLDEN BAY DRYWALL INC<br>260 Traynor St<br>Hayward, CA 94544 | |

**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 | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☐ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>OTHER: | | | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ |
| X | AUTOMOBILE LIABILITY AUTOMOBILE<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY<br>☐ HIRED AUTOS ONLY<br>☒ SCHEDULED AUTOS<br>☐ NON-OWNED AUTOS ONLY | X | ☐ | 50021701501 | 08/10/2025 | 02/10/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | ☐ UMBRELLA LIAB ☐ OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | ☐ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Number:

Vehicle: 2025 TOYOTA 3TMKB5FNXSM042940

**CERTIFICATE HOLDER**

Alameda Unified School District

2060 Challenger Dr

Alameda, CA 94501

**CANCELLATION**

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

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SUTTON NATIONAL

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SUTTON SPECIALTY INSURANCE COMPANY**

**COMMERCIAL GENERAL LIABILITY POLICY**

**ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS –**

**SCHEDULED PERSON OR ORGANIZATION INCLUDING PRIMARY COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.**

**Name of Additional Insured:**

**As required by a legally enforceable written agreement entered into prior to commencement of the Named Insured's work.**

**Designated Project/Location to which this endorsement applies:**
**All Projects and Locations**

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A.** **Section III - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed during the policy period for the additional insured(s) at the location(s) designated above.

**B.** This insurance does not apply to "bodily injury" or "property damage" that takes place after, and the Additional Insured's status as an additional insured terminates, upon the earlier of when:

1. All work, including materials, parts or equipment furnished by the Named Insured in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor engaged in performing operations for a principal as part of the same project.

**C**. If expressly required by a written and legally enforceable contract entered into by the Named Insured prior to commencement of work by the Named Insured for the Additional Insured, the insurance afforded by the policy to the Additional Insured(s) listed in the Schedule for the described location(s) is primary insurance. Any other insurance or self-insurance maintained directly by the Additional Insured(s) is excess of this insurance and shall not contribute to it.

Coverage for any additional insured is governed by the terms, conditions, and exclusions of this policy and all endorsements, including the Insuring Agreement.

The coverage provided for any additional insured is only to the extent of and in the proportion the additional Insured is held liable for the negligence or strict liability/conduct/acts of the Named Insured. No coverage is provided for liability based upon the acts, errors or omissions of the Additional Insured.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

Policy No.: ISCP04000060976

Date: 07/18/2025

Time: **12:01 a.m.**

Sutton Specialty Insurance Company

By: _____
Lloyd Yavener, President

_____
Michelle Freitag, Secretary

SUTTON NATIONAL

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SUTTON SPECIALTY INSURANCE COMPANY**

**COMMERCIAL GENERAL LIABILITY POLICY**

**ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS**

**SCHEDULED PERSON ORGANIZATION ONGOING OPERATIONS ONLY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.**

**Name of Additional Insured:**

**As required by a legally enforceable written agreement entered into prior to commencement of the Named Insured's work.**

**Designated Project/Location to which this endorsement applies:**
**All Projects and Locations**

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A.** **Section III - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed during the policy period for the additional insured(s) at the location(s) designated above.

**B.** This insurance does not apply to "bodily injury" or "property damage" that takes place after, and the Additional Insured's status as an additional insured hereunder terminates, upon the earlier of:

1. All work, including materials, parts or equipment furnished by the Named Insured in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor engaged in performing operations for a principal as part of the same project.

Coverage for any additional insured is governed by the terms, conditions, and exclusions of this policy and all endorsements, including the Insuring Agreement.

The coverage provided for any additional insured is only to the extent of and in the proportion the additional Insured is held liable for the negligence or strict liability/conduct/acts of the Named Insured. No coverage is provided for liability based upon the acts, errors or omissions of the Additional Insured.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

Policy No.: ISCP04000060976

Date: 07/18/2025

Time: **12:01 a.m.**

Sutton Specialty Insurance Company

By: _____ _____

Lloyd Yavener, President Michelle Freitag, Secretary

SUTTON NATIONAL

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SUTTON SPECIALTY INSURANCE COMPANY**

**COMMERCIAL GENERAL LIABILITY POLICY**

**ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS**

**SCHEDULED PERSON OR ORGANIZATION INCLUDING WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.**

**Name of Additional Insured:**

**As required by a legally enforceable written agreement entered into prior to commencement of the Named Insured's work.**

**Designated Project/Location to which this endorsement applies:**
**All Projects and Locations**

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A.** **Section III - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed during the policy period for the additional insured(s) at the location(s) designated above.

**B.** This insurance does not apply to "bodily injury" or "property damage" that takes place after, and the Additional Insured's status as an additional insured terminates, upon the earlier of when:

1. All work, including materials, parts or equipment furnished by the Named Insured in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor engaged in performing operations for a principal as part of the same project.

**C**. If expressly required by a written and legally enforceable contract entered into by the Named Insured prior to commencement of work by the **Named Insured** for the **Additional Insured**, then we waive any right of subrogation we may have against an entity that is an **Additional Insured** per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" performed under such written and legally enforceable contract with that **Additional Insured**.

Coverage for any additional insured is governed by the terms, conditions, and exclusions of this policy and all endorsements, including the Insuring Agreement.

The coverage provided for any additional insured is only to the extent of and in the proportion the additional Insured is held liable for the negligence or strict liability/conduct/acts of the Named Insured. No coverage is provided for liability based upon the acts, errors or omissions of the Additional Insured.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

Policy No.: ISCP04000060976

Date: 07/18/2025

Time: **12:01 a.m.**

Sutton Specialty Insurance Company

By: _____
Lloyd Yavener, President

_____
Michelle Freitag, Secretary

SUTTON NATIONAL

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SUTTON SPECIALTY INSURANCE COMPANY**

**COMMERCIAL GENERAL LIABILITY POLICY**

# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.**

| **Designated Project/Location to which this endorsement applies:** |
|---|
| **All Projects Scheduled with the Carrier.** |

As used herein, **"Designated Projects/Location"** includes **only** those properties and projects that are designated by you to us in writing, and acknowledged and approved to you by Sutton Specialty Insurance Company, in writing in a **Scheduled "Designated Project"** endorsement issued by and approved by Sutton Specialty Insurance Company in advance of the time any insured performs any work in, on, or in connection with such property or project

**A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project as Scheduled herein:

**1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

**2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

**a.** Insureds;

**b.** Claims made or "suits" brought; or

**c.** Persons or organizations making claims or bringing "suits".

**3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project Schedule

**4.** The limits shown in the Declarations or provided for in this "policy" for Each Occurrence, Damage To Premises Rented To You, Medical Expense or other applicable sublimit continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project as Scheduled herein.

**1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

**2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

**C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

**D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

**E.** The provisions of Section **IV** – Limits Of Insurance and any applicable sublimit not otherwise modified by this endorsement shall continue to apply as stipulated.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

Policy No.: ISCP04000060976

Date: 07/18/2025

Time: **12:01 a.m.**

Sutton Specialty Insurance Company

By: _____ _____

Lloyd Yavener, President Michelle Freitag, Secretary

**IMPORTANT NOTICE:**

**1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called "nonadmitted" or "surplus line" insurers.**

**2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.**

**3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.**

**4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or "surplus line" broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC's internet website at www.naic.org. The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.**

**5. Foreign insurers should be licensed by a state in the United States and you may contact that state's department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: https://naic.org/state_web_map.htm.**

**6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on**

**the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.**

**7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.**

**8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.**

SUTTON NATIONAL

**ENDORSEMENT TO POLICY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**SUTTON SPECIALTY INSURANCE COMPANY**

**COMMERCIAL EXCESS LIABILITY POLICY**

**GENERAL CHANGE ENDORSEMENT**

It is hereby agreed and understood, that the following changes have been made to the policy:

| Changed From: | Changed To: |
|---|---|
| Excess Limits: $2,000,000 | Excess Limits: $4,000,000 |

Pure Premium $1,500.00
Surplus Lines Tax $45.00
Stamping Tax $2.70
Association Dues $250.00
Total Cost $1,797.70

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

Policy No.: ISCCX03000008358

Endorsement Effective Date: 10/14/2025

Time: **12:01 a.m.**

Sutton Specialty Insurance Company

By:

Matt Grossberg
Authorized Representative

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

| | |
|---|---|
| **Item Title:** | Resolution No. 2025-2026.16 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 the redistribution of 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 $83,755.17. |
| **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. 2025-2026.16 | 10/21/2025 | Resolution Letter |
| 🗋 | Attachment A | 10/21/2025 | Backup Material |

**ALAMEDA UNIFIED SCHOOL DISTRICT**
**Alameda, California**
**Resolution**

October 28, 2025 Resolution No. 2025-2026.16

**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 28th day of October, 2025:

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS:

Gary K. Lym, President
Board of Education
Alameda Unified School District

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

10/20/2025
Attachment A

**BUDGET REVISIONS**

(Budget Revisions affect Fund Balance;
Amounts are either added or subtracted from Fund Balance)

| **School/Dept** | **Description** | **Amount** |
|---|---|---|
| Alameda HS | Donations | $ 11,219.25 |
| ASTI | Donations | $ 4,110.00 |
| Bay Farm | Donations | $ 8,168.82 |
| Ed Services | Donations | $ 500.00 |
| Encinal Jr & Sr HS | Donations | $ 17,219.70 |
| Franklin | Donations | $ 40,401.67 |
| Island HS | Donations | $ 39.73 |
| Lincoln MS | Donations | $ 1,596.00 |
| Ruby Bridges | Donations | $ 500.00 |
| | **Total Donations** | **$ 83,755.17** |

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

| | |
|---|---|
| **Item Title:** | Resolution No. 2025-2026.17 Authorization to Dispose of Surplus Property |
| **Item Type:** | Consent |
| **Background:** | Education Code Sections 17545 and 17546 permit the Board of Education, through its designated agent, to legally dispose of surplus equipment that is either obsolete or in disrepair, and thus should be removed from district inventory.<br><br>Exhibits A and B list items that are either damaged, obsolete, or no longer needed by the district, as well as materials that should be stored or transferred and are not currently required at the site.<br><br>Approval of Resolution No. 2025-2026.17 will authorize staff to transfer or dispose of these items in the most appropriate manner, in accordance with Administrative Regulation 3270: Sale and Disposal of Books, Equipment, and Supplies. |
| **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:** | #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 |
|---|---|---|---|
| 🗋 | Resolution NO. 2025-2026.17 | 10/21/2025 | Resolution Letter |
| 🗋 | Exhibit A | 10/21/2025 | Exhibit |
| 🗋 | Exhibit B | 10/21/2025 | Exhibit |

**ALAMEDA UNIFIED SCHOOL DISTRICT**
**Alameda, California**
**Resolution**

October 28, 2025 Resolution No. 2025-2026.17

**Authorization to Dispose of Surplus Property**

*WHEREAS*, the state requires a resolution to be adopted by the Board of Education for the property transfer or retirement of used and obsolete equipment used in Maintenance, Operations, and Facilities, Food Services, or Technology as listed in:

**Exhibits A & B - Property Transfer or Retirement Form**

*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 the Exhibit.

*PASSED AND ADOPTED* by the following vote this 28th day of October, 2025:

AYES: MEMBERS: _____

NOES: MEMBERS: _____

ABSENT: _____ MEMBERS: _____

_____
Gary K. Lym, President
Board of Education
Alameda Unified School District

ATTEST:

By:_____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

# Property Transfer/Retirement Form

## BOE Decision

**Consent Item Approval Date** *

10/28/2025

**Type of request:**

○ Transfer ○ Waste ◉ Recycle ○ Auction

**Current Location**

Amelia Earhart Elementary

**Property Item Type**

Furniture/ Equipment

## Item Details

| Qty | Item Description | Model/Serial Number | Asset Tag | Condition | | |
|---|---|---|---|---|---|---|
| 1 | Extra large desk with credenza | N/A | N/A | 3 - Retire/Poor | IMG_… | 3… |
| 1 | student desk with lift up lid, in same photo as large desk above | N/A | N/A | 3 - Retire/Poor | | |

**List for large quantity items (if any)**

List must include information similar to the 'Item Details' table above.

Susan Bonino Solis

## Site Admin Approval

**Site Admin Signature**

Bryan Dunn-Ruiz

## Director Approval

**Director Signature**

Brian Addicott

## Business Services

**Asst. Superintendent Signature**

Shakiq Khan

# Property Transfer/Retirement Form

## BOE Decision

**Consent Item Approval Date** *

10/28/2025

**Type of request:**

○ Transfer ◉ Waste ○ Recycle ○ Auction

**Current Location**

District Office- Food Services

**Property Item Type**

Technology

## Item Details

| Qty | Item Description | Model/Serial Number | Asset Tag | Condition |
|---|---|---|---|---|
| 30 | POS Laptop | see attachment | see attachment | 2 - Fair |

**List for large quantity items (if any)**

List must include information similar to the 'Item Details' table above.

Food Service Equipment Retirement.pdf 33.68KB

James Assia

## Site Admin Approval

**Site Admin Signature**

James Assia

## Director Approval

**Director Signature**

Robyn Odell

## Business Services

**Asst. Superintendent Signature**

Shakiq Khan

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

| | |
|---|---|
| **Item Title:** | Smarter Balanced Assessment Consortium (SBAC) Results with a Focus on 3rd Grade English Language Arts Outcomes and Early Literacy (60 Mins/Information) |
| **Item Type:** | Information |
| **Background:** | At this meeting, staff will present an analysis of the 2025 Spring Smarter Balanced Assessment Consortium (SBAC) results in English Language Arts (ELA) and Mathematics, with a focus on 3rd grade ELA performance. The discussion will also look at what these results mean for AUSD's efforts to strengthen early literacy in grades K–2 — an important part of our District's strategic plan.<br><br>This regular Board meeting is being held at the District Office instead of City Hall to allow for a more open, conversation-style discussion about student learning. Community members are encouraged to attend and share their thoughts through public comment. |
| **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.\| #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:** | Lindsey Jenkins-Stark, Sr. Manager of Data, Assessment, and Research |

**ATTACHMENTS:**

| | Description | Upload Date | Type |
|---|---|---|---|
| 🗋 | Presentation: 2024-25 SBAC Results_ Gr. 3 ELA Outcomes_Early Literacy_10.28.25 | 10/24/2025 | Presentation |

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

# AUSD Smarter Balanced Assessment Consortium (SBAC) Results with a Focus on 3rd Grade English Language Arts Outcomes and Early Literacy

Pasquale Scuderi, Superintendent
Tanya Harris, Director of Elementary Education
Lindsey Jenkins-Stark, Sr. Mgr. of Data, Assessment, and Research
Shana Riehart, Language and Literacy Coordinator
Kathleen Collins, Instructional Coach

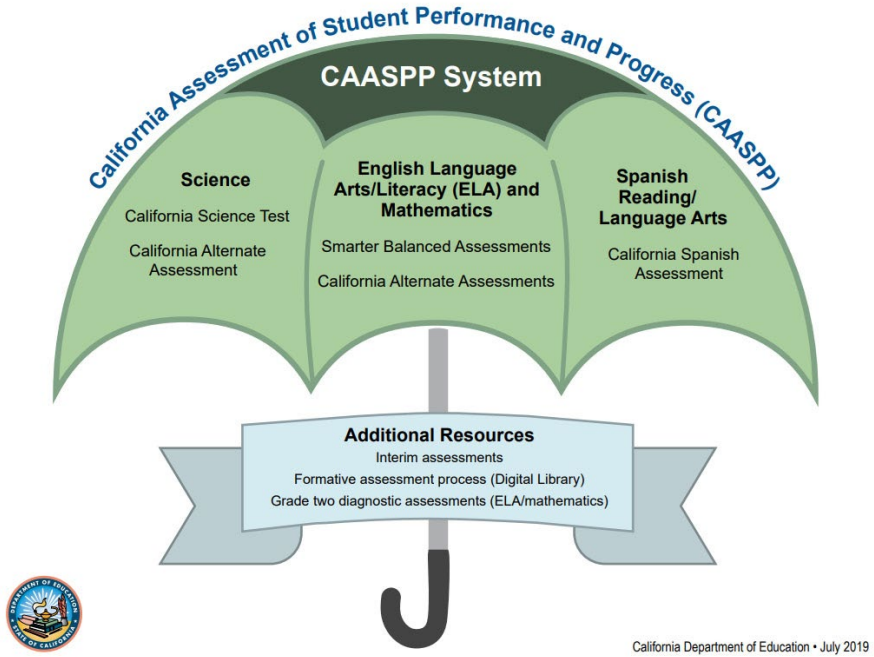
October 28, 2025

# Outcomes

- Report the high level Math and English Language Arts (ELA) Smarter Balanced Assessment Consortium (SBAC) results with a focus on 3rd grade ELA

- Discuss trends, implications, and next steps

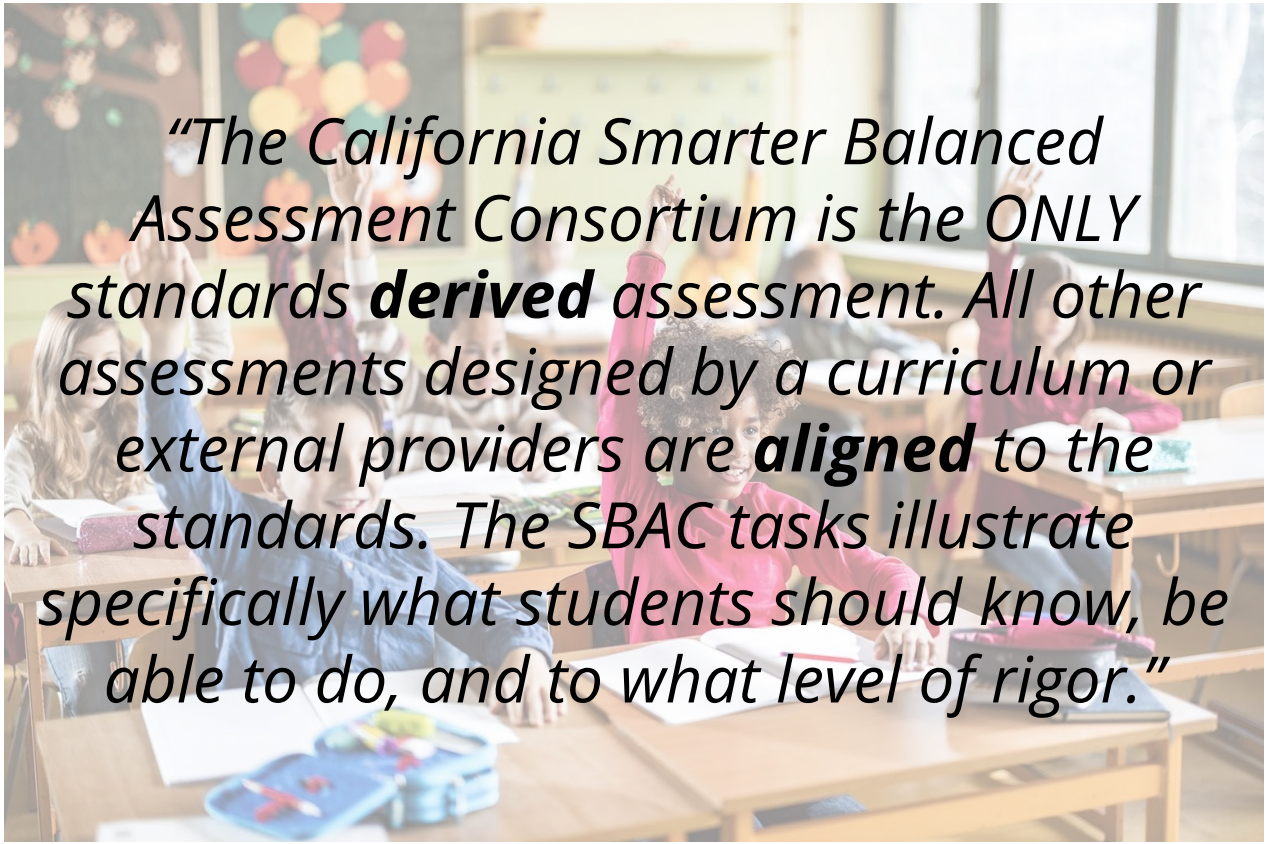
# SBAC Background



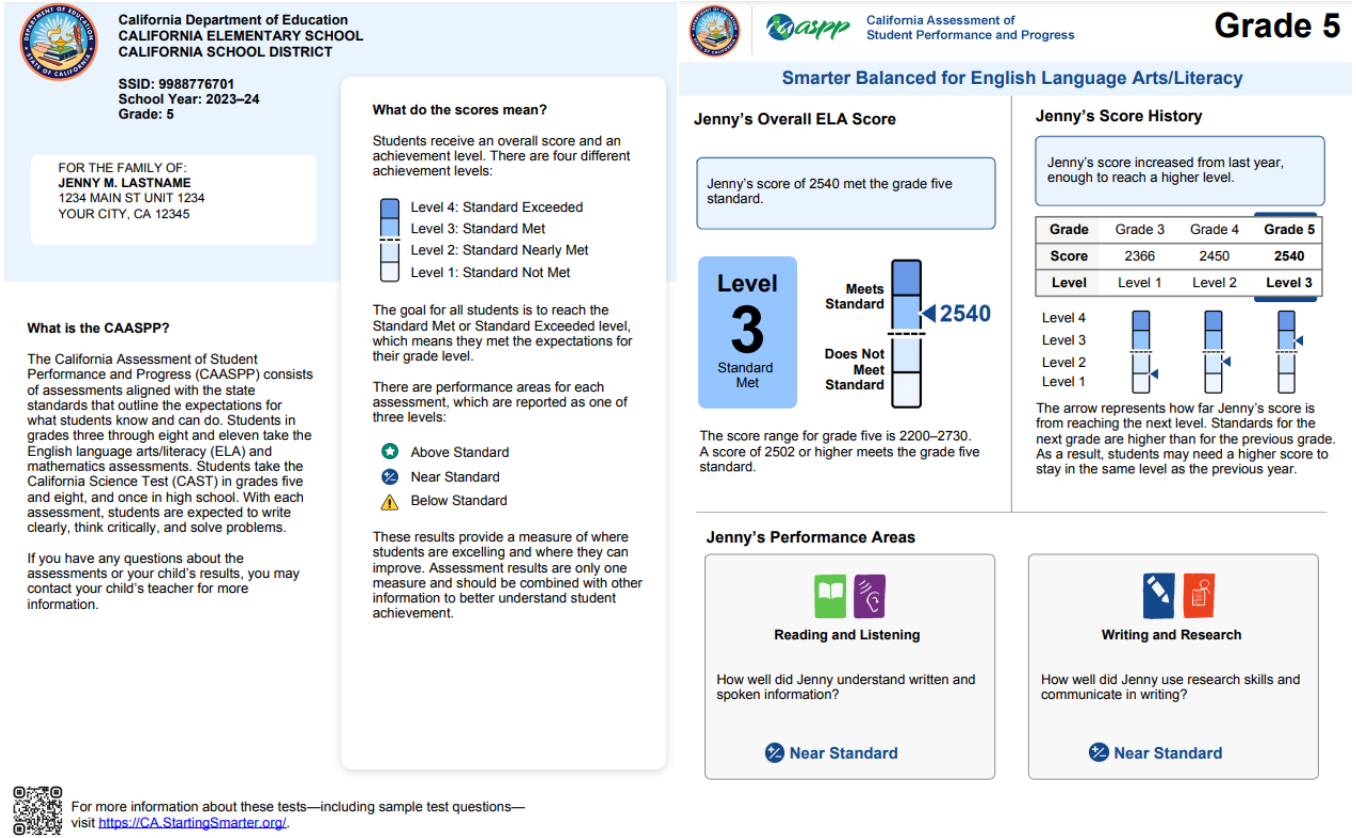
Except…

- Students with the most significant cognitive disabilities and whose IEP team designates the use of the alternate assessment
- English learners who have been enrolled in a school in the US for less than 12 months **for ELA only** (optional exemption)

# SBAC Background, cont…



# Student Score Report & Resources for Families



California Department of Education
CALIFORNIA ELEMENTARY SCHOOL
CALIFORNIA SCHOOL DISTRICT

SSID: 9988776701
School Year: 2023–24
Grade: 5

FOR THE FAMILY OF:
**JENNY M. LASTNAME**
1234 MAIN ST UNIT 1234
YOUR CITY, CA 12345

**What is the CAASPP?**

The California Assessment of Student Performance and Progress (CAASPP) consists of assessments aligned with the state standards that outline the expectations for what students know and can do. Students in grades three through eight and eleven take the English language arts/literacy (ELA) and mathematics assessments. Students take the California Science Test (CAST) in grades five and eight, and once in high school. With each assessment, students are expected to write clearly, think critically, and solve problems.

If you have any questions about the assessments or your child's results, you may contact your child's teacher for more information.

**What do the scores mean?**

Students receive an overall score and an achievement level. There are four different achievement levels:

- Level 4: Standard Exceeded
- Level 3: Standard Met
- Level 2: Standard Nearly Met
- Level 1: Standard Not Met

The goal for all students is to reach the Standard Met or Standard Exceeded level, which means they met the expectations for their grade level.

There are performance areas for each assessment, which are reported as one of three levels:

- Above Standard
- Near Standard
- Below Standard

These results provide a measure of where students are excelling and where they can improve. Assessment results are only one measure and should be combined with other information to better understand student achievement.

For more information about these tests—including sample test questions—visit https://CA.StartingSmarter.org/.

Jenny M. Lastname

Page 1 of 5

California Assessment of Student Performance and Progress

**Grade 5**

**Smarter Balanced for English Language Arts/Literacy**

**Jenny's Overall ELA Score**

Jenny's score of 2540 met the grade five standard.

**Level 3**
Standard Met

Meets Standard
2540
Does Not Meet Standard

The score range for grade five is 2200–2730. A score of 2502 or higher meets the grade five standard.

**Jenny's Score History**

Jenny's score increased from last year, enough to reach a higher level.

| Grade | Grade 3 | Grade 4 | Grade 5 |
|---|---|---|---|
| Score | 2366 | 2450 | 2540 |
| Level | Level 1 | Level 2 | Level 3 |

Level 4
Level 3
Level 2
Level 1

The arrow represents how far Jenny's score is from reaching the next level. Standards for the next grade are higher than for the previous grade. As a result, students may need a higher score to stay in the same level as the previous year.

**Jenny's Performance Areas**

**Reading and Listening**

How well did Jenny understand written and spoken information?

Near Standard

**Writing and Research**

How well did Jenny use research skills and communicate in writing?

Near Standard

Jenny M. Lastname | 2023–24 Student Score Report

Page 2 of 5

# Are Standardized Tests a Helpful Measure?

There is a strong correlation between socioeconomic status and standardized test scores. For example, children of the wealthiest 1 percent of Americans were 13 times likelier than the children of low-income families to score 1300 or higher on SAT/ACT tests (Opportunity Insights, Harvard University). And standardized tests don't necessarily capture other qualities such as a students' aptitude, creativity, or social-emotional capabilities.

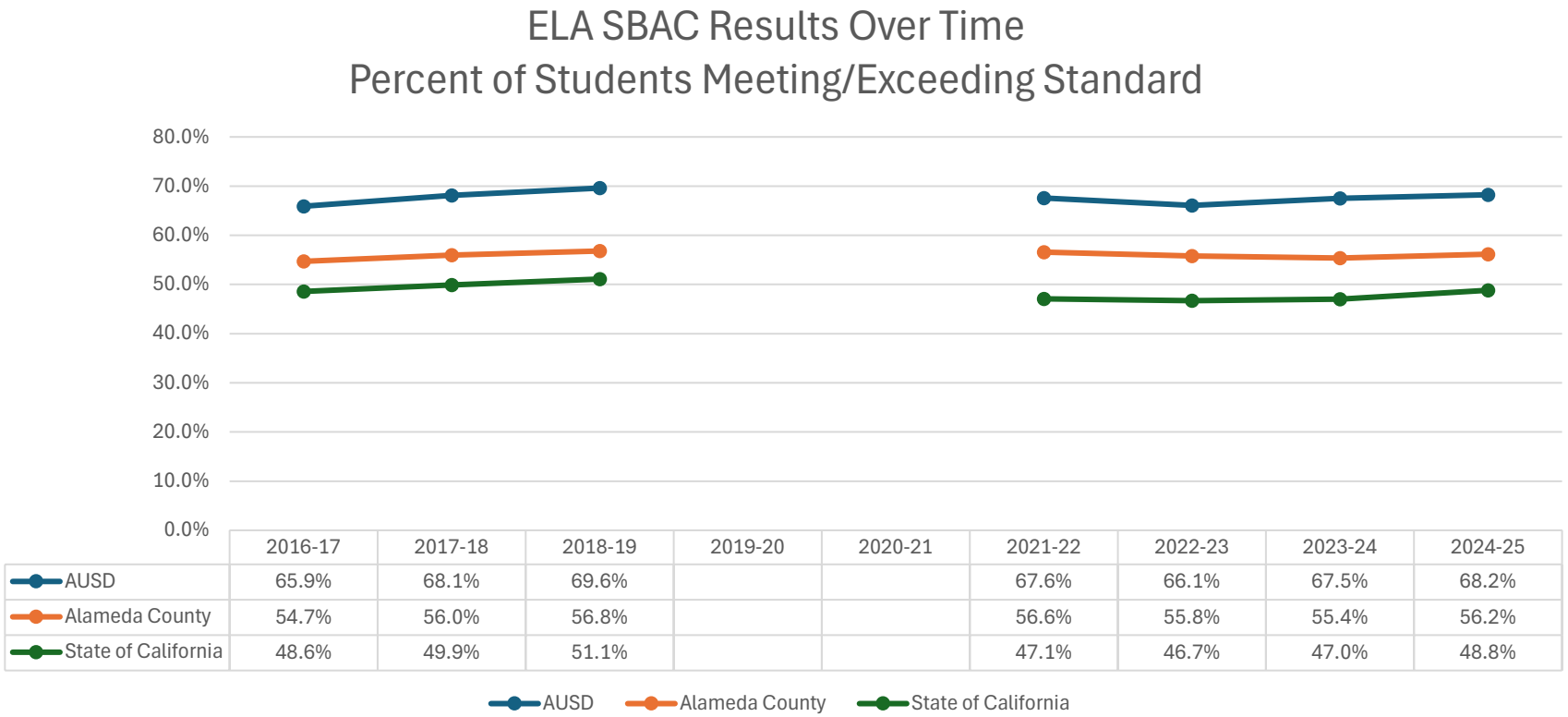
"The SAT does, however, predict success in college. [We need to]…create conditions under which there are more low- and middle-income students who can do well on the test, not to get rid of the test. Getting rid of the test doesn't make the disparity go away. It just makes it invisible in the eyes of the public."

- David Deming, Economist

# Standardized Tests Value and Challenges

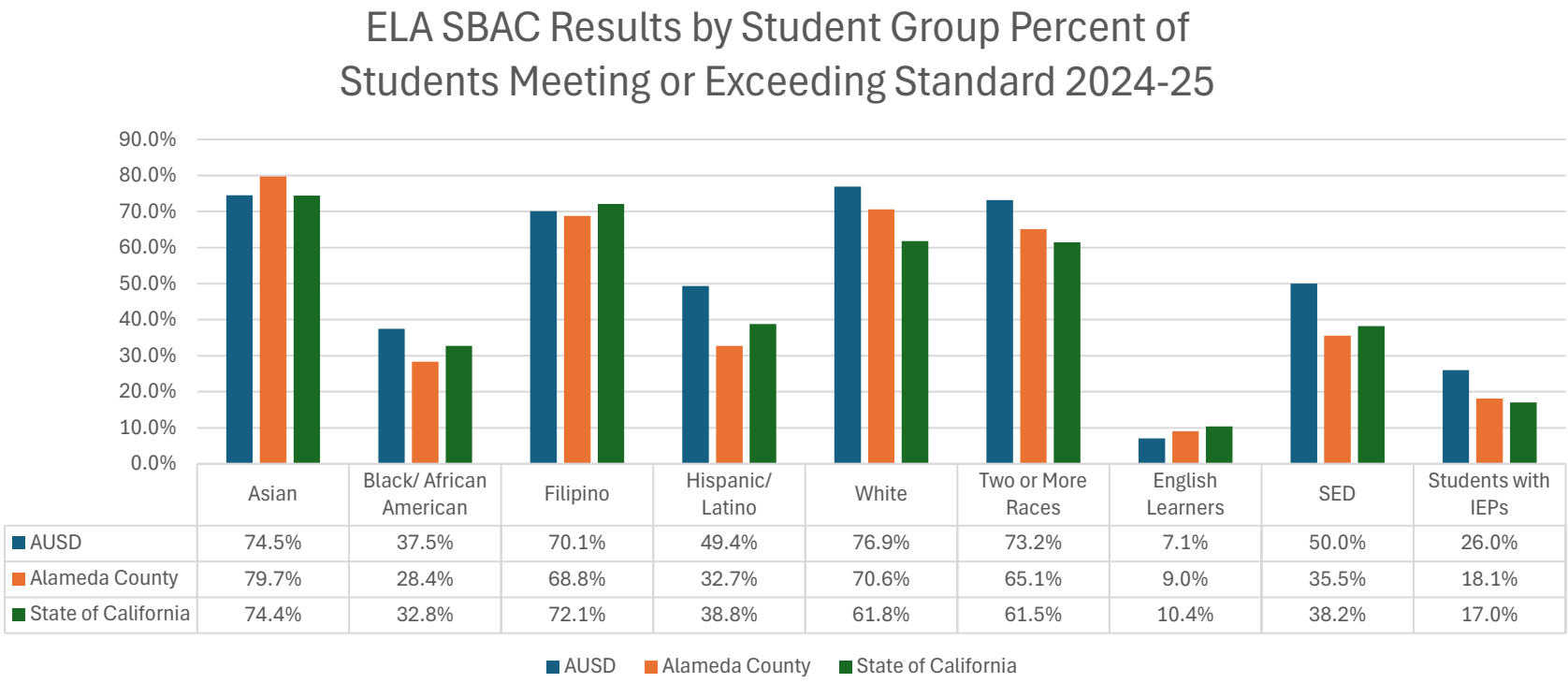
| Value | Challenges |
| --- | --- |
| • Assesses core competencies such as Math, ELA, Science predictive of later success in secondary and post-secondary<br>• Can be a tool to expose opportunity gaps and direct resources to underserved communities<br>• Provides a uniform measure to compare student performance across sites and districts<br>• Helps educators and policy makers identify trends and allocate resources | • Doesn't necessarily capture a students' aptitude, creativity, social emotional competencies, etc.<br>• Can be biased<br>• Can't tell us why a student or group of students are or are not able to meet the common core standards and why our system is producing opportunity gaps<br>• Can't tell us what about instruction or our system needs to continue or be improved |

# ELA Overall Over Time



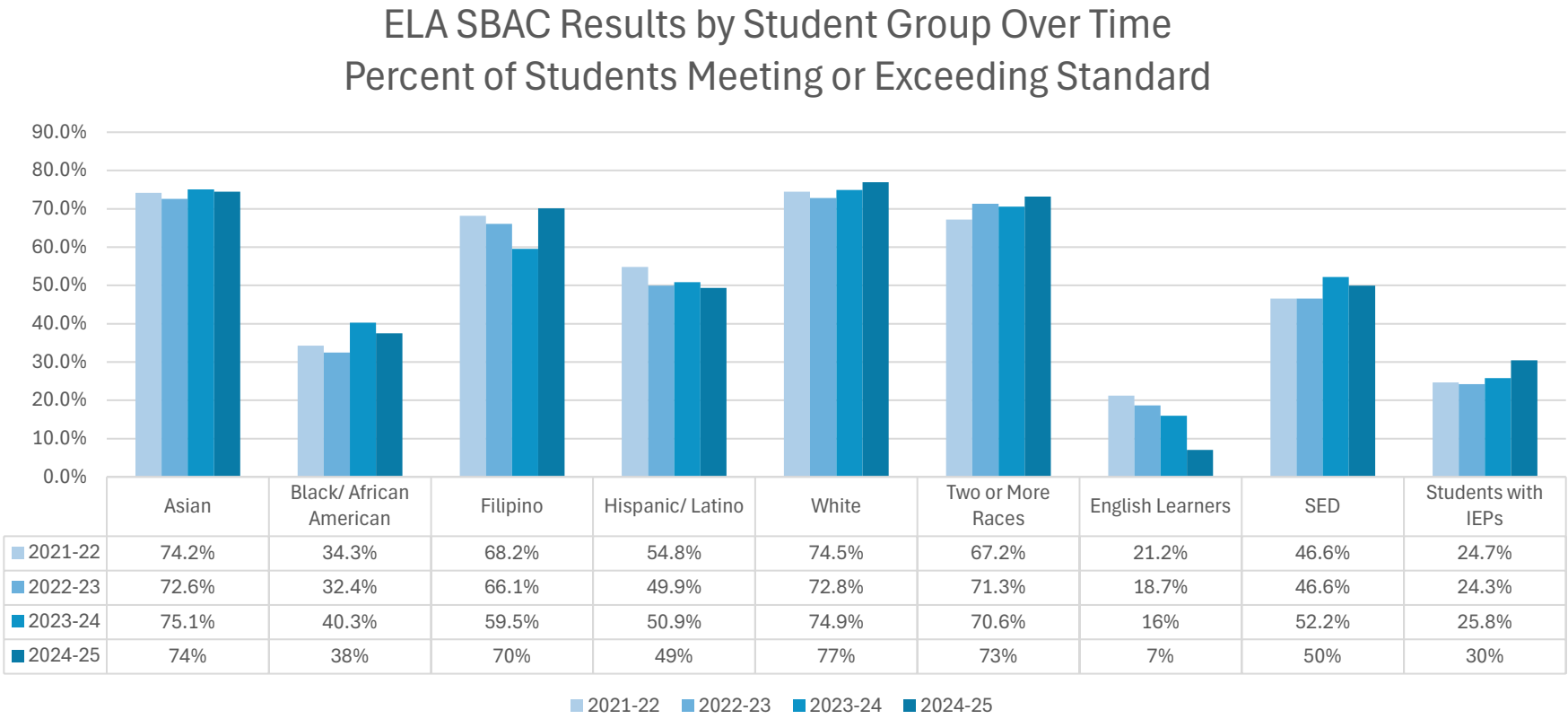

| | 2016-17 | 2017-18 | 2018-19 | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | 2024-25 |
|---|---|---|---|---|---|---|---|---|---|
| AUSD | 65.9% | 68.1% | 69.6% | | | 67.6% | 66.1% | 67.5% | 68.2% |
| Alameda County | 54.7% | 56.0% | 56.8% | | | 56.6% | 55.8% | 55.4% | 56.2% |
| State of California | 48.6% | 49.9% | 51.1% | | | 47.1% | 46.7% | 47.0% | 48.8% |

# ELA By Student Groups



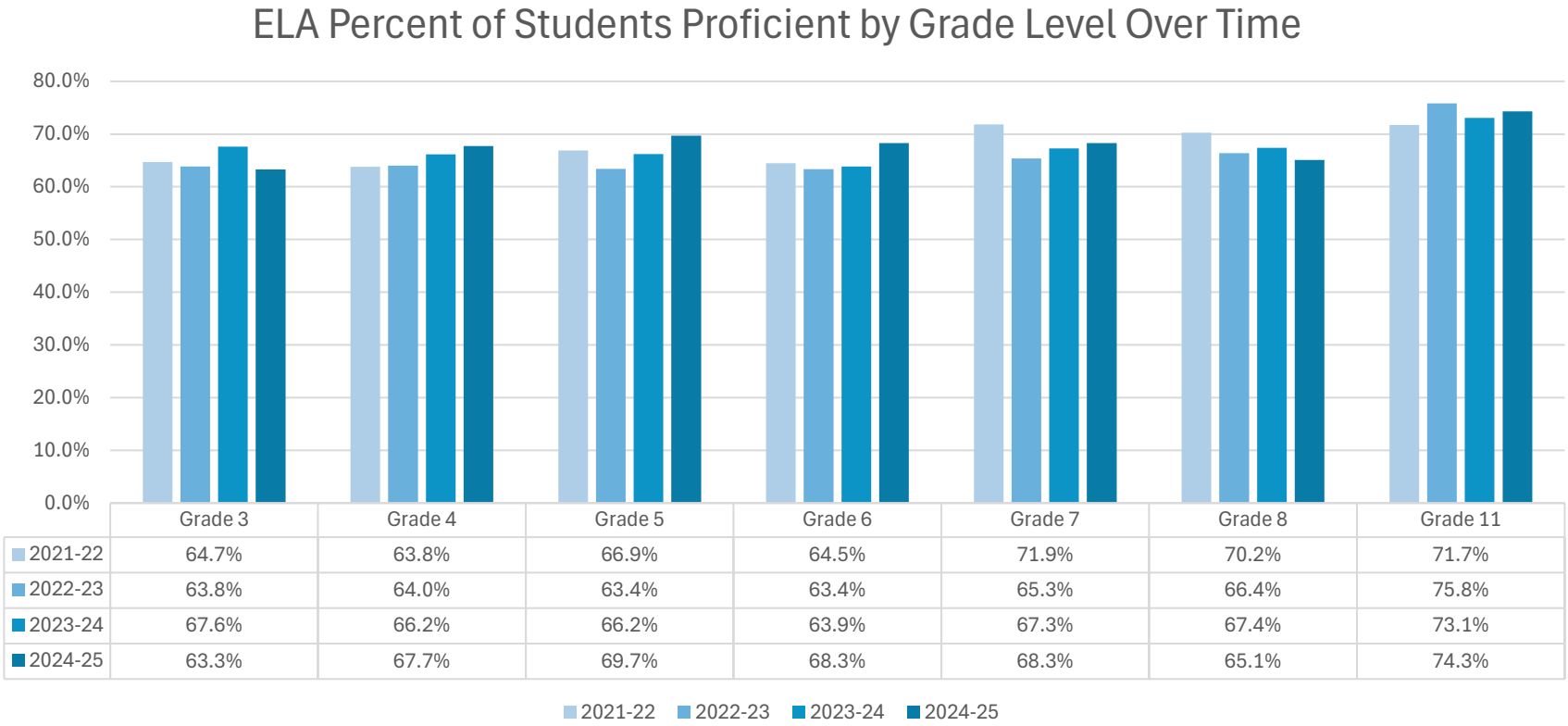

| | Asian | Black/ African American | Filipino | Hispanic/ Latino | White | Two or More Races | English Learners | SED | Students with IEPs |
|---|---|---|---|---|---|---|---|---|---|
| AUSD | 74.5% | 37.5% | 70.1% | 49.4% | 76.9% | 73.2% | 7.1% | 50.0% | 26.0% |
| Alameda County | 79.7% | 28.4% | 68.8% | 32.7% | 70.6% | 65.1% | 9.0% | 35.5% | 18.1% |
| State of California | 74.4% | 32.8% | 72.1% | 38.8% | 61.8% | 61.5% | 10.4% | 38.2% | 17.0% |

# ELA By Student Groups Over Time



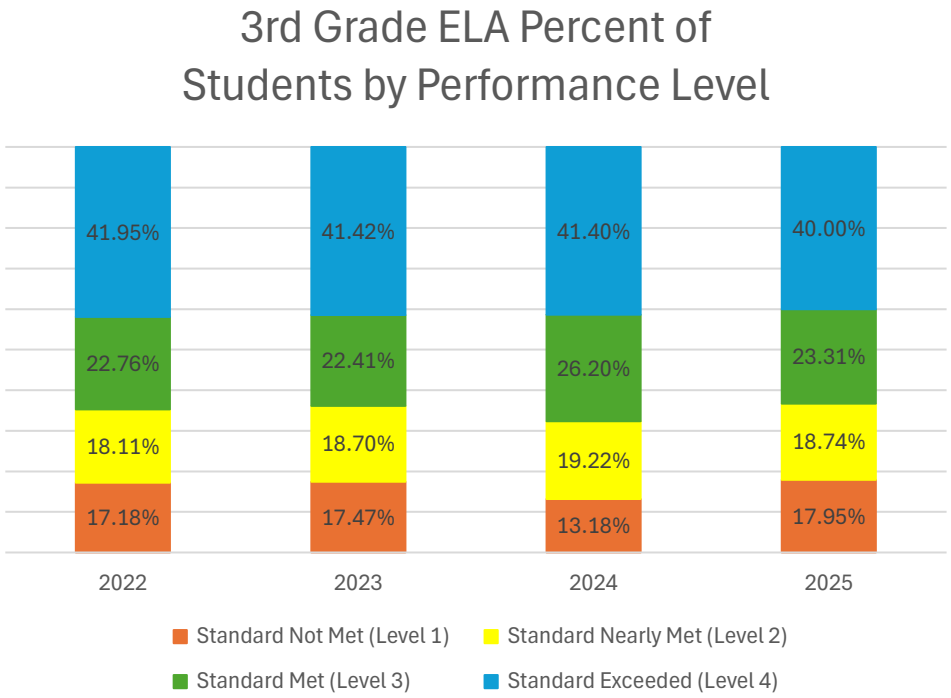

| | Asian | Black/ African American | Filipino | Hispanic/ Latino | White | Two or More Races | English Learners | SED | Students with IEPs |
|---|---|---|---|---|---|---|---|---|---|
| 2021-22 | 74.2% | 34.3% | 68.2% | 54.8% | 74.5% | 67.2% | 21.2% | 46.6% | 24.7% |
| 2022-23 | 72.6% | 32.4% | 66.1% | 49.9% | 72.8% | 71.3% | 18.7% | 46.6% | 24.3% |
| 2023-24 | 75.1% | 40.3% | 59.5% | 50.9% | 74.9% | 70.6% | 16% | 52.2% | 25.8% |
| 2024-25 | 74% | 38% | 70% | 49% | 77% | 73% | 7% | 50% | 30% |

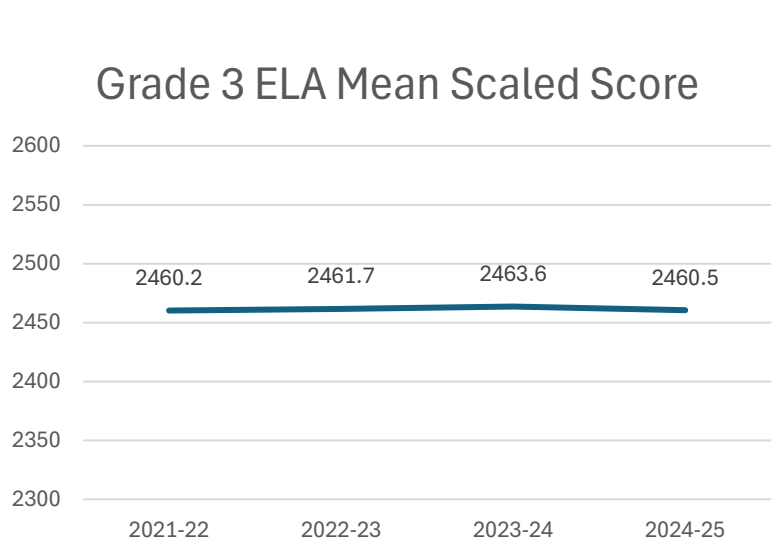
# ELA By Grade Level Over Time




| | Grade 3 | Grade 4 | Grade 5 | Grade 6 | Grade 7 | Grade 8 | Grade 11 |
|---|---|---|---|---|---|---|---|
| 2021-22 | 64.7% | 63.8% | 66.9% | 64.5% | 71.9% | 70.2% | 71.7% |
| 2022-23 | 63.8% | 64.0% | 63.4% | 63.4% | 65.3% | 66.4% | 75.8% |
| 2023-24 | 67.6% | 66.2% | 66.2% | 63.9% | 67.3% | 67.4% | 73.1% |
| 2024-25 | 63.3% | 67.7% | 69.7% | 68.3% | 68.3% | 65.1% | 74.3% |

# 3rd Grade ELA Over Time



# Summary ELA

**What do you notice?** *One bright spot I notice is…*
*One area to dig deeper might be…*

**What do you wonder?** *I wonder… I'm curious about…*

**Why do you think this is?** *I hypothesize…*
*One contributing factor might be…*

# National Models: The “Mississippi Miracle”

- Once lowest in reading, Mississippi now leads the nation in literacy gains.
- Grounded in the **Science of Reading** and **teacher training** statewide.
- Supported by **literacy coaches**, **early interventions**, and a **3rd-grade reading gate**.
- Sustained focus, strong implementation, and consistent leadership drove success.
- Major gains for **Black and low-income students** on NAEP reading scores.

# Mississippi Model Components - and AUSD Comparative Efforts

**Strong, Research-Based Reading Instruction**
**(“Science of Reading”)**

**A focus on phonics, phonemic awareness, fluency, vocabulary, comprehension.**

1. AUSD has developed a literacy framework-aligned to the research and focuses on both foundational reading and language comprehension.
2. AUSD is in the process of adopting an ELA curriculum - rubric being used is aligned to the science of reading.
3. AUSD is piloting research-based tutoring program at three schools - provides direct foundational skills instruction that is individualized based on the skills.
4. Elementary schools in AUSD now have dedicated literacy blocks as well as response to intervention blocks.
5. AUSD now uses an approved screener to determine which students are experiencing reading difficulties in grades K-2.

# Mississippi Model Components - and AUSD Comparative Efforts

**Teachers (and leaders in some cases) received professional development and coaching to build capacity in these evidence-based methods.**

Collaboration for TSAs:

- Unpacking the AUSD literacy framework, including how to analyze student data and identify best practices and/or next steps for student learning. This includes both direct instruction provided by the TSA and coaching provided to the teacher.
- AUSD is in the process of developing a professional development plan for teachers to be implemented during the 26-27 school year (starting in summer) in order to support the rollout of the new ELA curriculum.

# Mississippi Model Components - and AUSD Comparative Efforts

**Early and Frequent Assessment/ Screening + Intervention**

- AUSD students in K-2 are screened using the Early Reading Difficulty Screener, Amira. Students in grade 3 take STAR Literacy.
- Students are assessed three times a year and for students receiving T2 or 3 intervention progress monitoring happens.
- Elementary schools in AUSD are using Systematic Instruction in Phonics and Site Words (SIPPS). This is used during small group instruction and RTI directly from the teacher. Students also participate in an online intervention program: Amira tutoring or Lexia creating a “double dose” of support in the school day.

# Mississippi Model Components - and AUSD Comparative Efforts

**When reading deficiencies are spotted, supports are provided: extra instruction, reading coaches, summer literacy programs, etc.**

- Students who show signs of reading difficulty receive interventions during RTI, and if additional support is deemed necessary, students are referred to COST for additional interventions, such as T2 support (SIPPS, Orten Gillingham), and T3 support (Ignite).
- Research shows that schools that invest in literacy coaches with a strong understanding of the science of reading and proven experience in teaching students how to read, saw reading scores increase by up to 32% over three years (Pinnell et al., 2010, Literacy Collaborative). Investing in literacy specialists in our schools with the greatest needs will lead to improved reading outcomes for our historically and persistently underserved students, including Black/African American, BIPOC, multilingual learners, and students with disabilities.

# Mississippi Model Components - and AUSD Comparative Efforts

**Accountability & Retention (Third Grade Gate)**

- In AUSD retention is seen as a last resort due to the psychological and emotional impact on students.
- In AUSD we are focused on early screening, early intervention, and ongoing academic support. Progress in reading will be minimal if a student is retained in third grade but the quality of instruction and access to interventions does not change.
- In AUSD we anticipate that if we moved to retaining struggling readers, we would see a disproportionate number of students of color and MLL students retained.

# Mississippi Model Components - and AUSD Comparative Efforts

**Gaps in Upper Grades**

**While fourth-grade reading saw large improvement, by eighth grade the gains are smaller; some students who pass the third grade gate still have literacy gaps.**

**There's less consistent investment in supporting literacy in grades 4-8, though pilots are underway.**

- The AUSD literacy committee is in the process of identifying how to best leverage current intervention programs.
- Looking at interventions embedded in potential ELA curricula is a part of the pilot process.

# Mississippi Model Components - and AUSD Comparative Efforts

**<u>Equity of Implementation</u>**

**Some school districts (often those with fewer resources, higher teacher turnover, or in more rural/underserved areas) haven't felt the full "miracle" — either because of fewer supports, delays in implementation, or difficulties maintaining fidelity.**

- There is a need to better work with HR/labor to create a system for placing and retaining effective teachers with experience in teaching reading in early grades and at sites with greater academic needs.
- Teaching and Learning continues to remind site leaders of the importance of placing effective teachers in early grades.

# Mississippi Model Components - and AUSD Comparative Efforts

**Sustainability and Scaling**

- Invest in professional development focused on research-based and systematic ways to teaching reading, and how to respond when students are struggling
- Invest in TSAs who are considered “literacy specialists”
- AUSD is establishing a P-3 Alignment approach
- Aligned curriculum, standards, and assessment from PreK through third grade
- Beginning a curricular pilot and subsequent PD plan in preschool
- Consistent instructional approaches and learning environments
- PreK (including TK) for all children ages 3 and 4
- Full day kindergarten for older children

# Refining and Completing AUSD's Literacy Framework

**Our mission is to develop a literacy framework that reflects AUSD's vision, priorities, and best practices for literacy and language instruction.** Rooted in the science of reading and research on how students learn, **this framework will serve as a roadmap to ensure equitable outcomes for all students.** The framework will emphasize both word recognition (phonemic awareness, phonics, fluency) and language comprehension (vocabulary, background knowledge, text structure), outlining a structured, evidence-based approach to literacy instruction. It will also integrate reading, writing, and oral language to support comprehensive and cohesive literacy instruction.

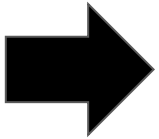
To ensure all students have the support they need, **the framework will prioritize a multi-tiered system of support (MTSS)—providing high-quality Tier 1 instruction for every learner, along with targeted Tier 2 and Tier 3 interventions** for students who require additional support. Instructional decisions will be guided by formative and summative assessments, including an early literacy screener, to identify potential reading difficulties early and ensure timely, responsive interventions.

In addition to evidence-based instruction, **the framework will center culturally and linguistically responsive teaching, ensuring that instructional practices validate, affirm, and build upon students' backgrounds, languages, and experiences.** This includes best practices for supporting both designated and integrated English Language Development (ELD).

**Our vision is for all students to read at grade level by the end of third grade while also fostering a lifelong love of reading** and developing the critical thinking skills needed to engage meaningfully with texts.

# Literacy Theory of Action

**If we** provide early, systematic access to tier 1 reading instruction, as well as research-based targeted literacy interventions, starting in kindergarten and first grade and ensure they are culturally responsive and tailored to meet the needs of African American students, multilingual learners, and students with disabilities…



**Then,**...we can address learning gaps before they widen. By focusing on foundational reading skills and removing barriers to access, we will help all students, regardless of background or learning needs, achieve grade-level reading proficiency by the end of second grade, setting them up for long-term academic success.

# The Why

- 88% of students who struggle with reading at the end of first grade will continue to struggle in fourth grade if they don’t receive effective interventions.
- Brain science tells us that the regions forming the reading network in the brain mainly develop during kindergarten and first grade.
- Early reading success is strongly linked to future academic achievement, including high school graduation rates.

# Strategic Action Steps

- Gather teacher and site leader feedback through listening sessions and walkthroughs
- Solidify and revise our AUSD Literacy Framework as our north star vision for literacy instruction in AUSD by June of 2025
- Conduct a curriculum review and pilot process to recommend a new ELA curriculum for full Adoption in Spring of 2026
- Identify the best ways to offer curriculum agnostic professional learning beginning next school year 2025-26
- Leverage expertise of TSAs and identify  for curriculum adoption, curriculum specific professional learning, and research-based pedagogical best practices
- Pilot and recommend an Early Reading Risk Screener for full K-2 adoption in 2025-26

# Listening Sessions: Teacher Identified Opportunities

- **Gaps in Current Curriculum:** Teachers are having to pull from and reference multiple curriculum/resources due to gaps in current curriculum
- **Improved Explicit Instruction and Coherence:** Need more explicit instruction in phonics, vocabulary development, spelling, grammar, and writing with these strands being connected to the content
- **Cultural Responsiveness:** Need more rich, culturally diverse, and engaging complex texts
- **Intervention and Small Group Support:** Need clearer guidance and materials for intervention and tiered supports for all K-5 grades
- **Alignment of Reading and Writing:** Reading and writing instruction are aligned, or at least use the same genre and thematic content to create a cohesive learning experience
- **ELD:** Need to consider ELA programs that have a Designated-ELD component and strong integrated ELD guidance

# K-2 Literacy Future Commitments

| | Minimal Resources & Time | Larger Amounts of Resources & Time |
|---|---|---|
| **High Impact** | • **Continue** supporting the implementation of intervention curricula: Systematic Intervention of Phonemic Awareness, Phonics, and Sight Words (SIPPS), Orton Gillingham (OG), Amira tutoring, Lexia, Ignite Tutoring.<br>• **Start** socializing the literacy framework.<br>• **Start** Identifying additional resources to support 3rd graders who have not yet learned to read Ex: Smaller and more specialized intervention groups, tutoring.<br>• **Continue** to screen students and build teacher capacity in understanding and using the data to inform instruction.<br>• **Continue** to provide literacy interventions within the school day.<br>• **Continue** to ensure dedicated, explicit literacy block across the grade level.<br>• **Continue** and expand the placement of teachers with early literacy experience in Grades K-2. | ***Start implementing a new, research-based culturally and linguistically responsive curriculum and literacy framework to high fidelity***<br>• **Start** to develop clear, coherent aligned communication plan to support the work.<br>• **Start** to develop a curriculum implementation measurement tool.<br>• **Start** to develop a 3-5 year job embedded professional development plan around research-based literacy instruction for site leaders, teachers, and teachers on special assignment including the newly adopted curricula and literacy framework.<br>• **Continue** to have Teachers on Special Assignment (TSAs) provide direct support to students.<br>• **Continue** to target the role of teachers on special assignment and how they will support K-2 literacy including the newly adopted curricula, literacy framework and coach teachers to review data and determine next steps in ensuring students know how to read.<br>• **Continue** to refine how we leverage PLC structures where teachers review their data to shift practices and adjust instruction and support to meet student needs.<br>• **Start** to align and target interventions to best address skills students need and ensure they receive adequate time for intervention. For example, key skills in reading acquisition include letter sound correspondence, syllabication, blending and vowel teams, etc. |
| **Low Impact** | Test Prep*<br>**Stop** using CCC, our current curriculum | |

*The effect of commercial test preparation is relatively small (Powers, Rock, Becker and Laird, Briggs, etc.)

# K-2 Literacy Future Commitments

Considering the AUSD's literacy data, the Mississippi research study, and AUSD's current and future commitments…

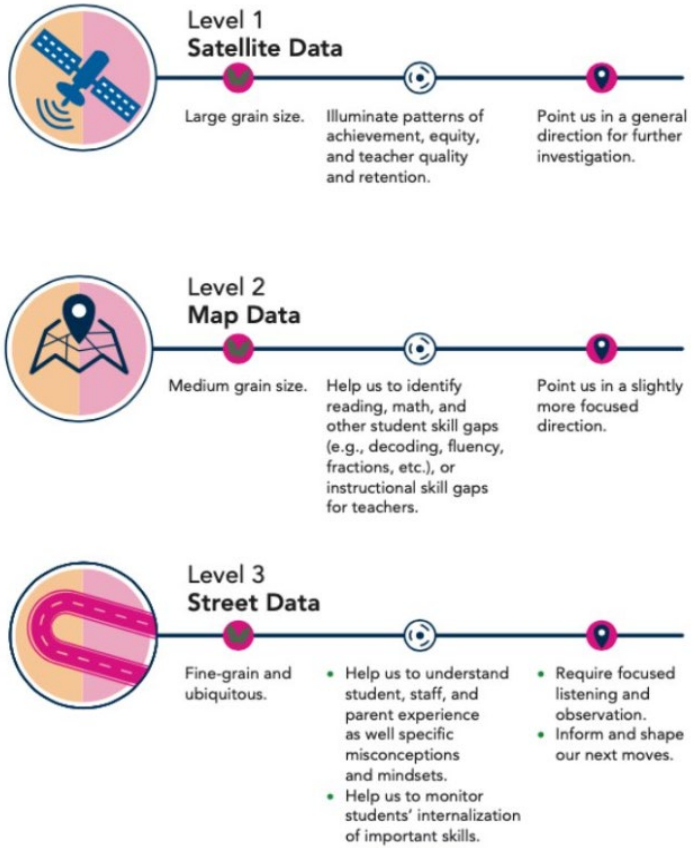
**What do you notice?** *One bright spot I notice is…*

**What do you wonder?** *I'm curious about…*

**What support is needed to ensure the success of this work?** *We should prioritize our resources in…*

*The effect of commercial test preparation is relatively small (Powers, Rock, Becker and Laird, Briggs, etc.)

# Elementary Assessment Suite




-SBAC ELA
-SBAC Math
-CAST

**Screeners**
-Star Reading & Math
-Amira

**Curriculum Assessments**
-CCC Culminating Writing Piece: Narrative, Information, Opinion
-CCC Small Reading Group Pre/Posts
-Eureka Math Module Assessments
-Intervention Pre/Post assessments
-Social Studies and Science culminating assessments and/or projects
-Student work

-Student observations
-Student conversations
-Reading conferences

-Checks for understanding
-Quizzes
-Student work

# Board Discussion & Questions

# Additional slides with details on participants, response patterns, and analysis

# Additional Resources

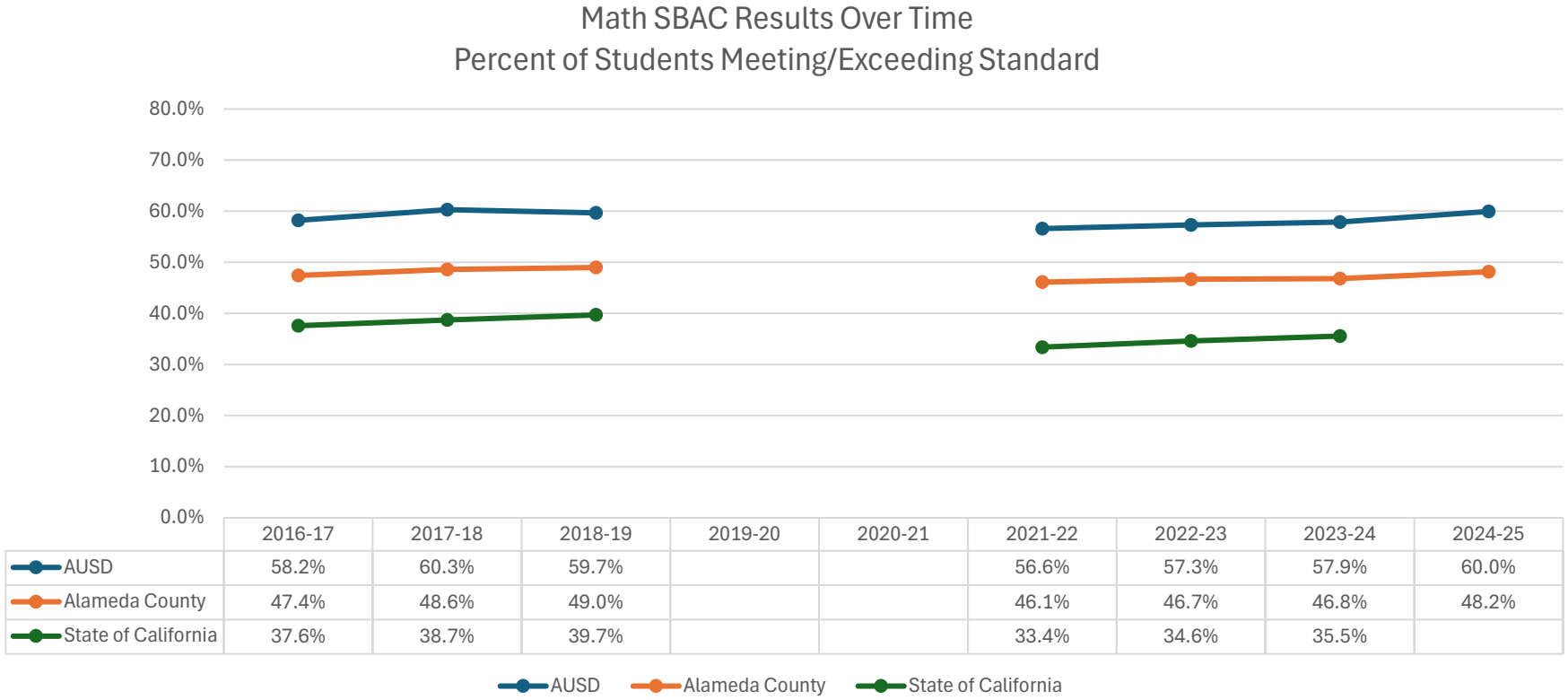
- **To access CAASPP Results go to caaspp.org**

- **For more information about state results:**

  - "2023-24 California Statewide Assessment Results Show Overall Student Progress," California Department of Education

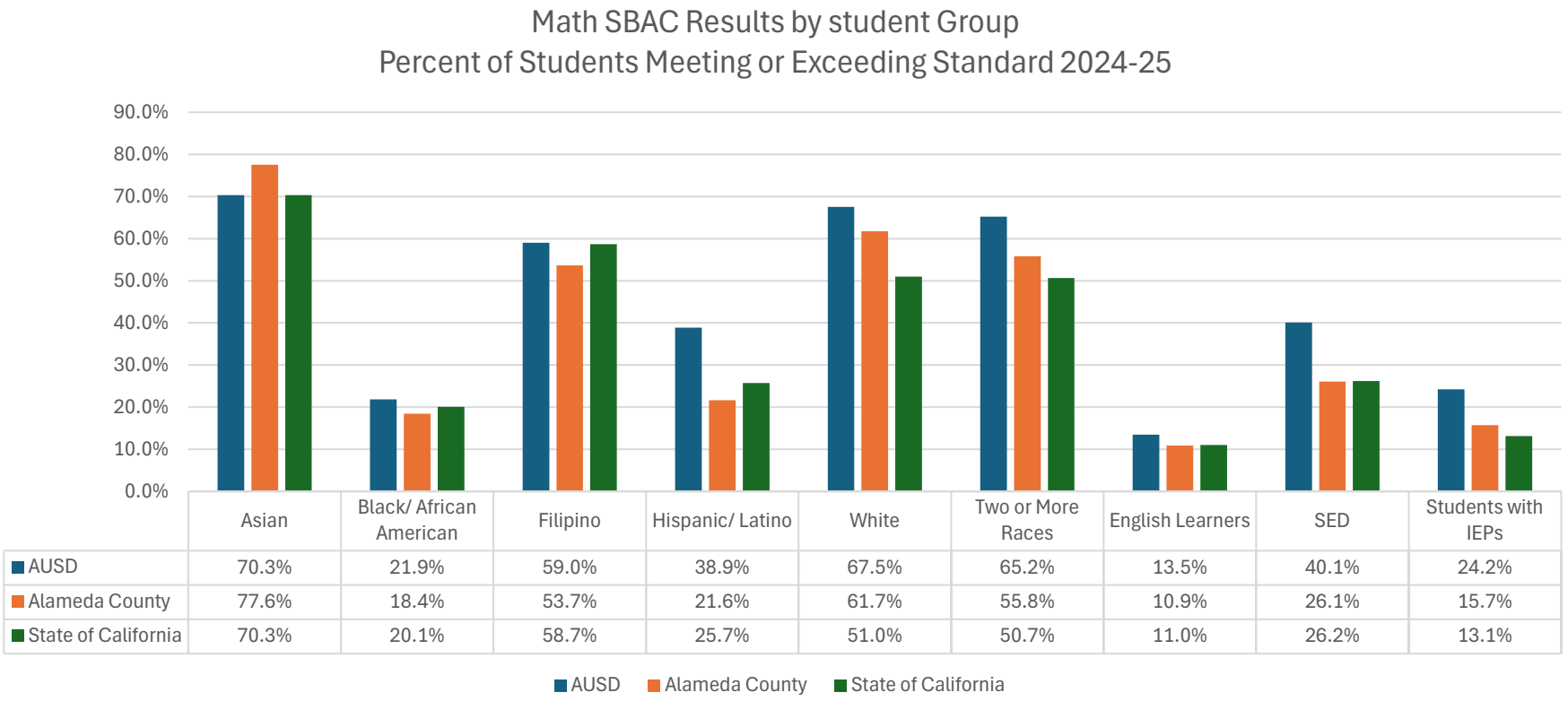
  - "Statewide test scores improved in 2024, but achievement still not back to pre-Covid levels" Ed Source

# Math Overall Over Time



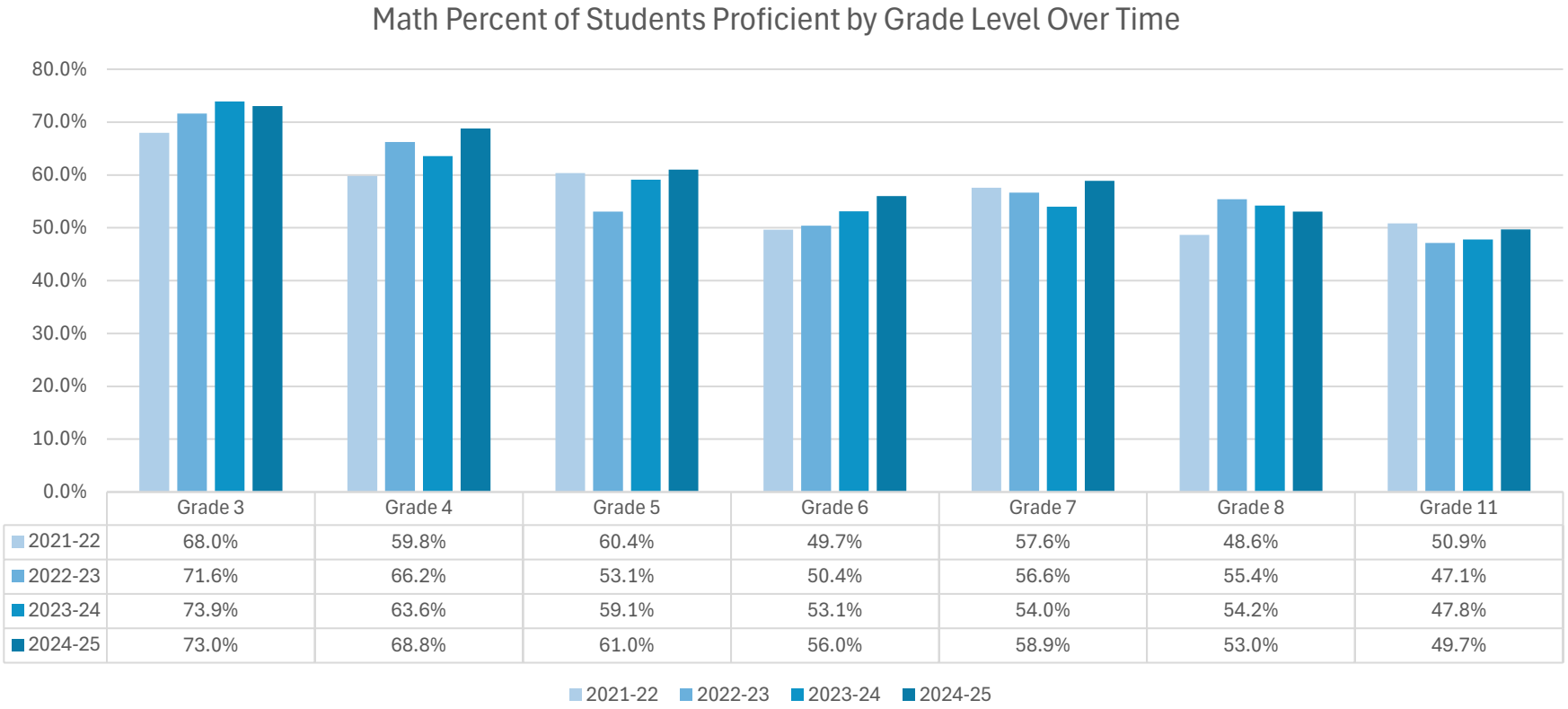

| | 2016-17 | 2017-18 | 2018-19 | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | 2024-25 |
|---|---|---|---|---|---|---|---|---|---|
| AUSD | 58.2% | 60.3% | 59.7% | | | 56.6% | 57.3% | 57.9% | 60.0% |
| Alameda County | 47.4% | 48.6% | 49.0% | | | 46.1% | 46.7% | 46.8% | 48.2% |
| State of California | 37.6% | 38.7% | 39.7% | | | 33.4% | 34.6% | 35.5% | |

# Math by Student Groups



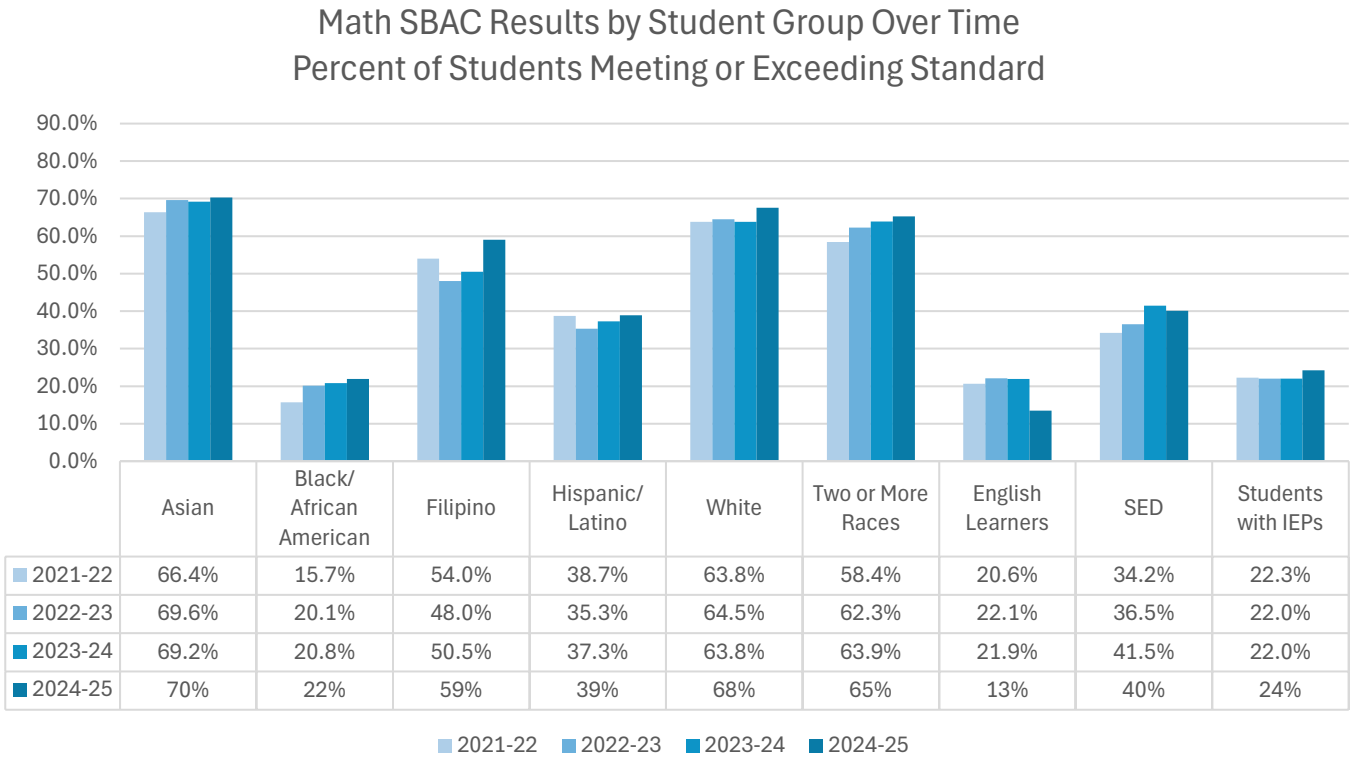

| | Asian | Black/ African American | Filipino | Hispanic/ Latino | White | Two or More Races | English Learners | SED | Students with IEPs |
|---|---|---|---|---|---|---|---|---|---|
| AUSD | 70.3% | 21.9% | 59.0% | 38.9% | 67.5% | 65.2% | 13.5% | 40.1% | 24.2% |
| Alameda County | 77.6% | 18.4% | 53.7% | 21.6% | 61.7% | 55.8% | 10.9% | 26.1% | 15.7% |
| State of California | 70.3% | 20.1% | 58.7% | 25.7% | 51.0% | 50.7% | 11.0% | 26.2% | 13.1% |

# Math by Grade Level Over Time




| | Grade 3 | Grade 4 | Grade 5 | Grade 6 | Grade 7 | Grade 8 | Grade 11 |
|---|---|---|---|---|---|---|---|
| 2021-22 | 68.0% | 59.8% | 60.4% | 49.7% | 57.6% | 48.6% | 50.9% |
| 2022-23 | 71.6% | 66.2% | 53.1% | 50.4% | 56.6% | 55.4% | 47.1% |
| 2023-24 | 73.9% | 63.6% | 59.1% | 53.1% | 54.0% | 54.2% | 47.8% |
| 2024-25 | 73.0% | 68.8% | 61.0% | 56.0% | 58.9% | 53.0% | 49.7% |

# Math by Student Groups Over Time




| | Asian | Black/ African American | Filipino | Hispanic/ Latino | White | Two or More Races | English Learners | SED | Students with IEPs |
|---|---|---|---|---|---|---|---|---|---|
| 2021-22 | 66.4% | 15.7% | 54.0% | 38.7% | 63.8% | 58.4% | 20.6% | 34.2% | 22.3% |
| 2022-23 | 69.6% | 20.1% | 48.0% | 35.3% | 64.5% | 62.3% | 22.1% | 36.5% | 22.0% |
| 2023-24 | 69.2% | 20.8% | 50.5% | 37.3% | 63.8% | 63.9% | 21.9% | 41.5% | 22.0% |
| 2024-25 | 70% | 22% | 59% | 39% | 68% | 65% | 13% | 40% | 24% |