

BOARD OF EDUCATION AGENDA

REGULAR MEETING
February 24, 2026 - 5:30 PM

Alameda City Hall - Council Chambers

2263 Santa Clara Avenue
Alameda, CA 94501

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

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. Call to Order - Closed Session - 5:30 PM - Board President Ryan LaLonde Will Call the Meeting to Order in Council Chambers in Alameda City Hall (2263 Santa Clara Avenue).
2. Public Comment on Closed Session Topics: The Board will hear public comments on Closed Session agenda items. The Board of Education Reserves the Right to Limit Public Comment to 10 Minutes for Closed Session Items.
3. Recess to Closed Session - Board Members will meet privately in Conference Room 361 in City Hall for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

Conference with Labor Negotiators – (Govt. Code, §54957.6, subd. (a))
Agency designated representative: Timothy Erwin, Assistant Superintendent, Human Resources:

Employee organizations: Alameda Education Association (AEA), California School

Employees Association Chapter 27 (CSEA 27), California School Employees Association Chapter 860 (CSEA 860) and Executive Cabinet/Administrative and Supervisory/Confidential/Licensed/Unrepresented.

Public Employee Discipline/Dismissal/Release - (Govt. Code, §54957):

1) Non-Reelection of Certain Certificated Probationary Employee(s)

4. *****

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

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

In Person Participation

Meeting locations are listed at the top of the agenda.

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

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

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

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

Remote Participation via Standard Telephone Call

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

**Join Public Board Meeting at 6:30pm
(Zoom format)**

Zoom Registration Link:

https://alamedaca-gov.zoom.us/webinar/register/WN_LxU07bNWRqa7BbaGnCXAsw

For Telephone Participants:

Zoom Phone Number: 669-900-9128

Zoom Meeting ID: 892 1582 9256

5. Reconvene to Open Session - 6:30 PM - City Council Chambers - Board President Ryan LaLonde will reconvene to Open Session.
6. Pledge of Allegiance - AUSD Student will lead the Pledge of Allegiance
7. Roll Call/Introduction of Board Members and Staff
8. 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 February 10, 2026 Regular Board of Education Meeting will be considered (5 Mins/Action)

D. COMMUNICATIONS

1. Public Comments - This public comment period is for items not listed on the agenda but that are under the Board's jurisdiction. Members of the public can join the meeting in person or from their computer, tablet or smartphone. Please submit a speaker slip (in person) or use the "raise your hand" feature (Zoom). Once public comments begin, additional speaker slips and raised hands will not be accepted. The Board may limit this Public Comment period to 20 minutes, with any additional comments being taken after the General Business agenda is complete. If we experience technical difficulties or if there is a disruption, the Board may discontinue online public comments at any time. If a member of the public is unable to join the meeting, they may send their comments to: klonergan@alamedaunified.org.
2. Written Correspondence - Written correspondence regarding an agenda item that is distributed to a majority of Board Members is shared.
3. Report from Employee Organizations - Representatives from the District's employee organizations may make announcements or provide information to the Board and Public in the form of a brief oral report. The Board will not take action on such items. Alameda Education Association (AEA); California School Employees Association Chapter 27 (CSEA 27); California School Employees Association Chapter 860 (CSEA 860) (5 Mins Each/Information).
4. PTA Council Report - Representatives from the District's PTA Council group may make announcements or provide information to the Board and Public in the form of a brief oral report. The Board will not take action on such items. (5 Mins/Information)
5. Board Members' Report - Board of Education Members may make announcements or provide information to the Public in the form of an oral report. The Board will not take action on such items.
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 and Ratification of Contracts Executed Pursuant to Board Policy 3300
5. Approval and Ratification of Facilities Bond Measure I and Measure B Contracts (Standing Item)
6. Approval of Bill Warrants and Payroll Registers
7. Approval of CSBA Recommended Updates to Board Policies Reviewed at the February 4, 2026 Board Policy Subcommittee Meeting

8. Approval of Individual Service Agreements (ISAs) with Non-Public Schools and Non-Public Agencies
9. Resolution No. 2025-2026.35 Approval of Budget Transfers, Increases, Decreases
10. Resolution No. 2025-2026.36 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. Report on Supports and Services Provided by the Student Support Services Wellness, Resources, and Partnership (WRaP) Team (20 Mins/Information)
2. Mentoring and Advising Update from the Office of Equity (20 Mins/Information)
3. Resolution Number 2025-2026.37 Recommendation to Decrease the Number of Classified Employees Due to a Lack of Work and/or Lack of Funds (5 Mins/Action)
4. Resolution Number 2025-2026.38 Recommendation to Decrease the Number of Certificated Employees Due to a Reduction in Particular Kinds of Services for the 2026-2027 School Year (5 Mins/Action)
5. California School Boards Association (CSBA) 2026 Delegate Assembly Election Vote (5 Mins/Action)

G. ADJOURNMENT

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Recess to Closed Session - Board Members will meet privately for Closed Session in Conference Room 361 in City Hall. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

Item Type: Closed Session

Background: Recess to Closed Session - Board Members will meet privately in Conference Room 361 in City Hall for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

Conference with Labor Negotiators – (Govt. Code, §54957.6, subd. (a))
Agency designated representative: Timothy Erwin, Assistant Superintendent,
Human Resources:

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

Public Employee Discipline/Dismissal/Release - (Govt. Code, §54957):

1) Non-Reelection of Certain Certificated Probationary Employee(s)

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

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation:

AUSD Guiding Principle:

Submitted By:

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Minutes from the February 10, 2026 Regular Board of Education 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:

- February 10, 2026 Regular Board Meeting

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation: Approve as submitted.

AUSD Guiding Principle:

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

ATTACHMENTS:

Description	Upload Date	Type
▢ Unadopted minutes from the February 10, 2026 Regular Board Mtg	2/19/2026	Backup Material

BOARD OF EDUCATION MEETING
February 10, 2026
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 – 6:00pm:
Board Members met privately in Conference Room 361 in City Hall for Closed Session. Agenda items discussed in Closed Session included:

Conference with Labor Negotiators – (Govt. Code, §54957.6, subd. (a))

Agency designated representative: Timothy Erwin, Assistant Superintendent, Human Resources:

Employee organizations: Alameda Education Association (AEA), California School Employees Association Chapter 27 (CSEA 27), California School Employees Association Chapter 860 (CSEA 860) and Executive Cabinet/Administrative and Supervisory/Confidential/Licensed/Unrepresented.
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 President Ryan LaLonde called the meeting to order. ASTI students Karuna and Lozina Neupane led the Pledge of Allegiance.
5. Introduction of Board Members and Staff:
Board of Education Members present: Board President Ryan LaLonde, Board Vice President Heather Little, Board Clerk Jennifer Williams, and Board Trustee Carrie Hahnel. Board Trustee Gary K. Lym was present for Closed Session and absent for Open Session.

Student Board Members Ruth Woldesemayat (Alameda High), Roan Byrne Sarno (ASTI), and Donovan Smith (Encinal Jr. & Sr. High) were present.

AUSD staff members present: Superintendent Pasquale Scuderi, Assistant Superintendent, Business Services Shariq Khan; Assistant Superintendent,

Educational Services, Kirsten Zazo; Senior Manager of Community Affairs, Susan Davis, and Senior Executive Assistant to the Superintendent, Kerri Lonergan.

6. Closed Session Action Report:
The Board did not take action in Closed Session.

B. MODIFICATION(S) OF THE AGENDA:
There were no modifications to the agenda.

C. APPROVAL OF MINUTES
The minutes from the January 27, 2026 Board of Education meeting were considered for approval.

Motion to approve the minutes from the January 27, 2026 Board of Education meeting.

MOTION: Member Little

SECONDED: Member Williams

STUDENT BOARD MEMBER VOTES

AYES: Members Byrne-Sarno, Smith, and Woldesemayat

NOES:

ABSENT:

BOARD MEMBER VOTES

AYES: Members LaLonde, Little, Williams, and Hahnel

NOES:

ABSENT: Member Lym

MOTION APPROVED

D. COMMUNICATIONS

1. Celebrating Black History Month During the Season for Non-Violence
ASTI students Karuna and Lozina Neupane, nominated by their teacher Lynn Lebo-Planas, read the proclamation declaring February to be Black History Month in AUD. The story of Black History Month begins in 1915, half a century after the Thirteenth Amendment abolished slavery in the United States.

That September, the Harvard-trained historian Carter G. Woodson and the prominent minister Jesse E. Moorland founded the Association for the Study of Negro Life and History (ASNLH), an organization dedicated to researching and promoting achievements by Black Americans and other peoples of African descent.

Known today as the Association for the Study of African American Life and History (ASALH), the group sponsored a national Negro History week in 1926, choosing the second week of February to coincide with the birthdays of Abraham Lincoln and Frederick Douglass. The event inspired schools and

communities nationwide to organize local celebrations, establish history clubs and host performances and lectures.

In the decades that followed, mayors of cities across the country began issuing yearly proclamations recognizing "Negro History Week." By the late 1960s, thanks in part to the civil rights movement and a growing awareness of Black identity, "Negro History Week" had evolved into Black History Month on many college campuses.

President Gerald Ford officially recognized Black History Month in 1976, calling upon the public to “seize the opportunity to honor the too-often neglected accomplishments of Black Americans in every area of endeavor throughout our history.”

Today, Black History Month is a time to honor the contributions and legacy of African Americans across U.S. history and society—from activists and civil rights pioneers such as Harriet Tubman, Sojourner Truth, Marcus Garvey, Martin Luther King Jr., Malcolm X and Rosa Parks to leaders in industry, politics, science, culture and more.

Motion to approve the Proclamation Declaring February Black History Month in Alameda Unified School District.

MOTION: Member Hahnel

SECONDED: Student Member Byrne-Sarno

STUDENT BOARD MEMBER VOTES

AYES: Members Byrne-Sarno, Smith, and Woldesemayat

NOES:

ABSENT:

BOARD MEMBER VOTES

AYES: Members LaLonde, Little, Williams, and Hahnel

NOES:

ABSENT: Member Lym

MOTION APPROVED

2. Public Comments on Non-Agenda Items:

Ariel Cohen (Teacher and Parent, Love Elementary): Ms. Cohen shared that she is both a teacher and a parent in Alameda Unified and expressed her love for her school and the district. She emphasized pride in the district’s quality and urged the Alameda Education Association and the Board to work collaboratively to ensure educators can continue teaching in Alameda.

Cory Spells (SPED Teacher, Maya Lin School): Ms. Spells stated she was speaking in honor of Black History Month on behalf of Black AUSD educators, she urged the district to reprioritize the budget to better support students, families, and staff. She stated that equity requires action and that the district’s budget should reflect its stated commitment to equity.

Assia Day (Teacher, Maya Lin School): Ms. Day stated she is also speaking on behalf of Black AUSD educators for Black History Month, she called on the district to realign the budget to prioritize students, families, and staff. She emphasized that Black History Month is a time for accountability and that equity must be reflected in financial decisions.

David Reed (Parent, Paden Elementary): Mr. Reed shared that he is the parent of a trans, non-binary fifth grader and expressed solidarity with Alameda educators. He advocated for fair wages, affordable healthcare, and respectful treatment for teachers, stating that while state funding issues are real, the Board has responsibility locally. He voiced support for broader school funding reform and affirmed that he stands with teachers.

Jordana Elderts (Teacher, Otis Elementary): Ms. Elderts stated she is a longtime Alameda community member and educator, she described her deep involvement in the district and her commitment to the community. She shared that rising healthcare costs and salary considerations may force her to seek employment elsewhere to protect her retirement income. She urged the Board to prioritize competitive salaries and benefits to retain experienced teachers.

Gabrielle LoParo (Teacher, Otis Elementary): Ms. LoParo addressed a recent opinion piece by the Board President, stating she felt it inaccurately characterized teacher healthcare coverage and cost-of-living adjustments. She clarified that teachers pay out-of-pocket healthcare costs and that the district's COLA offer was below the state rate. She called for accuracy, transparency, and a contract that reflects rising living costs in the Bay Area.

Lindsay Schlax (Teacher, Lincoln Middle School): Ms. Schlax acknowledged that funding challenges are largely rooted at the state level but said the burden is falling on teachers. She shared personal financial details, including high monthly healthcare costs, to humanize the impact of current compensation. She urged the Board to reprioritize the budget and partner with educators to advocate for improved state funding while addressing local compensation concerns.

Erin Head (Teacher Librarian, Paden Elementary): Ms. Head expressed gratitude to the bargaining team and union members for their work and engagement. She voiced hope that collaborative efforts would result in a fair agreement and thanked the Board for listening and working toward a solution that prioritizes teachers and students.

Hailey Leta-Pombo Duarte (Teacher, Lincoln Middle School): Ms. Leta-Pombo Duarte shared that she commutes long distances to work in Alameda because she values the school environment and community. She described AUSD's dress code as overly permissive and stated AUSD cares more about feelings than about education. She described significant financial strain due to healthcare costs and personal family medical expenses, stating that her salary is insufficient to meet basic needs.

Ayanna Beck (Teacher, Maya Lin School): Ms. Beck stated she is a proud Alameda graduate and current teacher, she stated she can no longer afford to

live in the community she serves. Speaking on behalf of Black AUSD educators during Black History Month, she called on the district to reprioritize the budget to reflect a true commitment to equity for students, families, and teachers.

3. Written Correspondence:

The Board received four (4) emails related to the Closed Session agenda, which is focused on contract negotiations with AUSD bargaining groups.

4. Report from Employee Organizations:

Alameda Education Association (AEA): Judy Ganley, President: Ms. Ganley Noted the upcoming mediation session and expressed hope for continued progress, though six contract articles remain unresolved. She framed calls to reprioritize the budget as a matter of economic justice, thanked educators and community members for their advocacy, and expressed confidence that an agreement will be reached before ceding the remainder of her time to Lindsay Schlax.

Lindsay Schlax (Teacher, Lincoln Middle School): Ms. Schlax shared that over 1,100 community members signed a letter urging the Board to retain teachers and avoid a strike. She emphasized that high healthcare deductions significantly reduce take-home pay and called on the Board to use current budget flexibility to reach a fair agreement so teachers can remain in their classrooms.

5. Report from PTA Council:

PTA Council (PTAC): Katie Honneger, President: Katie Honneger ceded her agenda time to Bay Farm School PTSA President, Maria Piper.

Maria Piper (President, Bay Farm School PTSA): Ms. Piper stated Bay Farm PTSA is being forced to fund and staff core district responsibilities, calling it unsustainable and inequitable. She cited tens of thousands spent on intervention services and added health aide hours—services she said the district should fully provide.

She criticized the district for failing to address ongoing safety issues on Aughinbaugh Way, forcing parents to lead bike lane advocacy efforts with the City. She expressed concern that a Board member opposed those safety improvements in another official role he holds, undermining community efforts.

Overall, she faulted the district for poor coordination, lack of proactive leadership on safety and ADA concerns, and overreliance on volunteers to compensate for systemic failures.

6. Board Members' Report:

Board Vice President Heather Little: Vice President Little thanked and appreciated the people in the audience who came to the meeting, and she shared she was pleased with the direction that mediation sessions are going in.

7. Superintendent's Report:

Superintendent Pasquale Scuderi: Superintendent Pasquale Scuderi briefly echoed confidence in ongoing labor negotiations, expressing hope that the parties will remain focused and reach a mutually satisfactory agreement.

He then shifted to a personal reflection in honor of Black History Month, paying tribute to his former mentor, Dr. Robert McKnight, who recently passed away. Dr. McKnight taught at Berkeley High School for more than four decades and served as only the second chair of the nation's first high school-based African American Studies department. He also taught Black Studies, literature, and history in the Peralta system and was known for his unwavering commitment to student achievement.

Superintendent Scuderi described Dr. McKnight as an educational legend in the East Bay—a pastor, teacher, advisor, and mentor who profoundly influenced both students and adults, including himself—and offered condolences to his family, honoring his lasting legacy in the very history he dedicated his life to teaching.

8. Student Board Member Reports:

Donovan Smith (Encinal Jr. & Sr. High): Student Board Member Smith reported that spring sports have begun, with volleyball and softball tryouts underway. The NCL leadership team is preparing for its annual Unity Day and planning a mini-Unity Day field trip to Wood Middle School on March 20. He also announced a February 27 Black History Month Assembly featuring Shamar Edwards, founder of the school's Black Student Union, highlighting Black history, excellence, and pride through a guest speaker and Poetry Slam..

Ruth Woldesemayat (Alameda High): Student Board Member Ruth Woldesemayat Shared that Alameda High recently hosted a Lunar New Year Fair and is preparing for a senior auction fundraiser on February 28 and upcoming student leadership elections. She highlighted a Social Justice Assembly focused on civic engagement, a partnership with the Beats, Rhymes, and Life mobile studio program, and Black History Month events organized by the Black Student Union. She also noted activities for Teen Dating Violence Awareness Month, including a Healthy Relationships Fair and student wellness presentation.

Roan Byrne Sarno (ASTI): Student Board Member Byrne Sarno reported on a recent movie night fundraiser and a beach cleanup at Crab Cove organized by activism and leadership students. They announced a dine-and-donate fundraiser at Jollibee, a Black History Month potluck after break, and an upcoming student walkout with other island high schools protesting ICE activity. Roan also shared that the College of Alameda has opened a prayer space available to ASTI students.

E. ADOPTION OF THE CONSENT CALENDAR

- 1) Certificated Personnel Actions
- 2) Classified Personnel Actions
- 3) Approval of Facilities Bond Measure I and Measure B Contracts
- 4) Approval of Individual Service Agreements (ISAs) with Non-Public Schools and Public Agencies
- 5) Resolution No. 2025-2026.34 Criteria to Determine the Order of Layoff Among Certificated Employees with the Same First Date of Paid Service

Motion to adopt the Consent Calendar.

MOTION: Member Little

SECONDED: Member Williams

STUDENT BOARD MEMBER VOTES

AYES: Members Byrne-Sarno, Smith, and Woldesemayat

NOES:

ABSENT:

BOARD MEMBER VOTES

AYES: Members LaLonde, Little, Williams, and Hahnel

NOES:

ABSENT: Member Lym

MOTION APPROVED

At 7:11pm, Student Board Member Donovan Smith left the meeting to study for upcoming tests at school.

F. GENERAL BUSINESS

1. 2025-2026 Mid-Year Local Control and Accountability Plan (LCAP) Report
Kirsten Zazo, Assistant Superintendent of Educational Services, and Eric Leung, Coordinator of Compliance, shared the Mid-Year LCAP Report with the Board.

The district presented its mid-year update on the Local Control and Accountability Plan (LCAP), which is the district's main plan for improving student outcomes and deciding how state funds are spent. This update is required under a new state law (AB 114) and is part of an annual cycle where goals, actions, and budgets are reviewed and adjusted throughout the year.

The presentation explained how progress is measured:

- The California Dashboard shows district performance on state measures like academics, attendance, and graduation rates. However, this data reflects past performance and is not real-time.
- To make quicker adjustments, the district also uses local data and internal progress checks.

- For each LCAP action, staff review what was implemented, how money was spent, whether it worked, and what changes are needed moving forward.

A key focus area this year is support for homeless students, as the district was placed in “differentiated assistance” due to low performance in English, math, and chronic absenteeism for that group. This means the county is providing extra support and oversight. The district is also working with neighboring districts to better coordinate services for homeless students who move between school systems.

The update also included:

- A review of mid-year spending compared to approved budgets.
- Ongoing community input through advisory meetings and student participation.
- A noted improvement in graduation rates for Black/African American and Filipino students, including significant growth for African American students compared to prior years.

Overall, the report emphasized continuous monitoring, adjusting strategies based on data, and focusing resources on student groups with the greatest needs.

2. Presentation of Alameda Community Learning Center's (ACLC) Materials Revision Request and AUSD's Review Process and Criteria

There were two presentations given on this agenda item. The first, shared by Kirsten Zazo, AUSD’s Assistant Superintendent Educational Services, shared information on AUSD's Review Process and Criteria when a material revision request is submitted by a local Charter Organization.

The second presentation, explaining what the ACLC material revision request contained, was given by Annalisa Moore, Executive Director of CLCS Schools, Inc.

Ms. Zazo first explained AUSD’s legal process for reviewing a charter school material revision request. Under state Education Code, the district must hold a public hearing, review required documentation and evaluate whether the proposed change is likely to be successful. In this case, ACLC’s request is considered an operational change. After staff complete their analysis and issue findings, the Board will vote in March on whether to approve or deny the request.

ACLC’s Executive Director then presented the substance of the request, which is to change ACLC from a 6–12 school to a 9–12 high school beginning next school year. The rationale is primarily financial and structural: after successfully merging the two high school programs (NEA and ACLC), CLCS leadership determined that operating two small middle schools on one campus is not financially sustainable. The proposal would unify the middle school programs and allow ACLC to focus solely on its high school program.

The charter revisions include updated enrollment projections, admissions preferences for NEA 8th graders entering ACLC high school, revised legal language, and new three-year budget projections. Leadership stated the change would have minimal impact on daily operations, academics, or staffing, and reported support from staff and the teachers' union. If approved, next steps would include schedule adjustments, communications with families, and transition planning to fully implement the restructure.

G. ADJOURNMENT - Board President Ryan LaLonde adjourned the meeting at 7:56pm.

Respectively Submitted,

Kerri Lonergan
Senior Executive Assistant
Alameda Unified School District

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Certificated Personnel Actions

Item Type: Consent

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

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): All positions shown are authorized by the Board and included in the 20252026 or 20262027 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 included in the 20252026 or 20262027 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: 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.

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 \$112,799.57.

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	2/18/2026	Backup Material

2025-2026
Summary Site Donations
January 16, 2026 - February 13, 2026

Slip Date	Site	Donor	Amount	Site Total	Total Donations
12/17/2025	Alameda HS	Go Fan/Huddle Tickets	\$ 1,783.00		
12/19/2025	Alameda HS	Michael Stewart	\$ 238.00		
1/2/2026	Alameda HS	Cash	\$ 4,008.00		
1/5/2026	Alameda HS	Go Fan/Huddle Tickets	\$ 2,459.00		
1/7/2026	Alameda HS	Alameda HS ASB	\$ 250.56		
1/9/2026	Alameda HS	North Coast Section	\$ 16.50		
1/13/2026	Alameda HS	Cash	\$ 2,101.00		
1/14/2026	Alameda HS	Huddle Tickets	\$ 1,283.00		
1/14/2026	Alameda HS	Jeffrey Hochderffer	\$ 556.00		
1/14/2026	Alameda HS	John Barbey	\$ 140.00		
1/14/2026	Alameda HS	NeedMyTranscript	\$ 10.00		
1/14/2026	Alameda HS	The Sports Basement	\$ 1,278.00		
1/20/2026	Alameda HS	Jecina Jadeyee Ng	\$ 139.00		
1/21/2026	Alameda HS	Alameda HS ASB	\$ 10,000.00		
1/21/2026	Alameda HS	Olwyn Brown	\$ 50.00		
2/3/2026	Alameda HS	Alameda HS Boosters	\$ 1,482.12		
				<u>\$ 25,794.18</u>	
1/15/2026	ASTI	DAF Giving360	\$ 500.00		
1/16/2026	ASTI	Claudia Macias-Fraser	\$ 75.00		
				<u>\$ 575.00</u>	
1/14/2026	Bay Farm	Rena Hong	\$ 336.00		
1/21/2026	Bay Farm	Desiree Howard-Ruiz	\$ 336.00		
1/22/2026	Bay Farm	Bay Farm Elementary PTSA	\$ 325.00		
1/22/2026	Bay Farm	The Blackbaud Giving Fund	\$ 45.00		
1/22/2026	Bay Farm	Ian Mercado	\$ 336.00		
1/28/2026	Bay Farm	Rob Goodier	\$ 336.00		
1/30/2026	Bay Farm	Pamela Pugh	\$ 336.00		
2/1/2026	Bay Farm	Phong La	\$ 336.00		
				<u>\$ 2,386.00</u>	
1/5/2026	Earhart	The Blackbaud Giving Fund	\$ 1,540.00		
				<u>\$ 1,540.00</u>	
1/8/2026	Edison	Bright Funds	\$ 286.50		
				<u>\$ 286.50</u>	
12/18/2025	Encinal Jr-Sr HS	Angela Osterberger	\$ 198.00		
12/18/2025	Encinal Jr-Sr HS	Encinal Jr-Sr HS ASB	\$ 6,432.00		
12/18/2025	Encinal Jr-Sr HS	Go Fan/Huddle Tickets	\$ 2,941.00		
12/18/2025	Encinal Jr-Sr HS	Heather McGavin	\$ 198.00		
12/18/2025	Encinal Jr-Sr HS	Juanita Lyons	\$ 200.00		
12/18/2025	Encinal Jr-Sr HS	Jun Zhang	\$ 300.00		
12/18/2025	Encinal Jr-Sr HS	Long Han	\$ 100.00		
12/18/2025	Encinal Jr-Sr HS	Michael Hinkley Reck	\$ 100.00		
12/18/2025	Encinal Jr-Sr HS	Michel Khem	\$ 150.00		
12/18/2025	Encinal Jr-Sr HS	NeedMyTranscript	\$ 4.00		
12/18/2025	Encinal Jr-Sr HS	Newark Memorial HS	\$ 790.00		

**2025-2026
Summary Site Donations**

January 16, 2026 - February 13, 2026

12/18/2025	Encinal Jr-Sr HS	North Coast Section	\$	100.00	
12/18/2025	Encinal Jr-Sr HS	The Lounge Nail & Spa Corp	\$	300.00	
12/18/2025	Encinal Jr-Sr HS	Wing Loo	\$	200.00	
1/5/2026	Encinal Jr-Sr HS	Cash	\$	1,218.00	
1/6/2026	Encinal Jr-Sr HS	Encinal HS Athletic Boosters	\$	800.00	
1/6/2026	Encinal Jr-Sr HS	Go Fan/Huddle Tickets	\$	311.00	
1/6/2026	Encinal Jr-Sr HS	NeedMyTranscript	\$	2.00	
1/14/2026	Encinal Jr-Sr HS	Cash	\$	799.00	
1/14/2026	Encinal Jr-Sr HS	Go Fan Huddle Tickets	\$	858.00	
					\$ 16,001.00
1/6/2026	Island HS	Synopsys Silicon Valley	\$	6,000.00	
					<u>\$ 6,000.00</u>
1/8/2026	Lincoln MS	Kara McClymont	\$	27.00	
1/11/2026	Lincoln MS	Irene Valdes-Wochinger	\$	27.00	
1/12/2026	Lincoln MS	Lauren Busk	\$	27.00	
1/12/2026	Lincoln MS	Khatera Aurang	\$	27.00	
1/12/2026	Lincoln MS	Marisa Johnson	\$	27.00	
1/12/2026	Lincoln MS	Choni Yangzom	\$	27.00	
1/12/2026	Lincoln MS	Lisa Coletti	\$	27.00	
1/12/2026	Lincoln MS	Kevin Lee	\$	27.00	
1/12/2026	Lincoln MS	Soni Obinger	\$	27.00	
1/12/2026	Lincoln MS	Xin Huang	\$	23.00	
1/12/2026	Lincoln MS	Cheryl Lua	\$	27.00	
1/13/2026	Lincoln MS	Kay Smolley	\$	50.00	
1/13/2026	Lincoln MS	Laura Alvarez	\$	27.00	
1/13/2026	Lincoln MS	Amy Kane	\$	54.00	
1/13/2026	Lincoln MS	Michelle Burch	\$	54.00	
1/13/2026	Lincoln MS	Mari Sunderland	\$	27.00	
1/13/2026	Lincoln MS	Annie Song	\$	54.00	
1/13/2026	Lincoln MS	Linda Chu	\$	27.00	
1/13/2026	Lincoln MS	Van Ly	\$	54.00	
1/13/2026	Lincoln MS	Jeannie He	\$	27.00	
1/14/2026	Lincoln MS	Meiva Trejo	\$	27.00	
1/14/2026	Lincoln MS	Cristen Torrey	\$	27.00	
1/14/2026	Lincoln MS	Julia Berger	\$	27.00	
1/14/2026	Lincoln MS	Ben Park	\$	23.00	
1/15/2026	Lincoln MS	Sacha Steinberger	\$	27.00	
1/15/2026	Lincoln MS	Jean Zartler	\$	27.00	
1/17/2026	Lincoln MS	Olivia Flint	\$	27.00	
1/20/2026	Lincoln MS	Lincoln MS PTA	\$	17,700.00	
1/20/2026	Lincoln MS	Stephanie Mendoza	\$	27.00	
1/20/2026	Lincoln MS	Anna Belkine	\$	27.00	
1/20/2026	Lincoln MS	Tse-Wen Wang	\$	23.00	
1/20/2026	Lincoln MS	Linda Kim	\$	23.00	
1/21/2026	Lincoln MS	Shawn Clover	\$	27.00	
1/22/2026	Lincoln MS	Mike Cancel	\$	27.00	
1/24/2026	Lincoln MS	Mary Mraovich	\$	175.00	

2025-2026
Summary Site Donations
January 16, 2026 - February 13, 2026

1/28/2026 Lincoln MS	Simone Clark	\$	27.00	
1/30/2026 Lincoln MS	Kate Chow	\$	23.00	
1/31/2026 Lincoln MS	Emily Rehfuss	\$	9.00	
				<u>\$ 18,940.00</u>
1/16/2026 Maya Lin	Maya Lin PTA	\$	3,500.00	
				<u>\$ 3,500.00</u>
2/3/2026 MOF	ALCO Iron & Metal Co	\$	526.75	
				<u>\$ 526.75</u>
1/12/2026 Otis	Otis Elementary PTA	\$	36,433.34	
1/22/2026 Otis	Elizabeth Frederick-Rothwell	\$	7.00	
1/26/2026 Otis	Otis Elementary PTA	\$	635.20	
				<u>\$ 37,075.54</u>
1/9/2026 Paden	Box Tops	\$	24.60	
				<u>\$ 24.60</u>
1/23/2026 Ruby Bridges	Frezer Woldemariam	\$	150.00	
				<u>\$ 150.00</u>
				<u>\$ 112,799.57</u>

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval and Ratification of Contracts Executed Pursuant to Board Policy 3300

Item Type: Consent

Background: On January 13, 2026, through adoption of Resolution No. 2025-2026.26, 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).

Resolution Number 2025-2026.26 delegates authority to the Superintendent and other designated staff to approve purchases and contracts below \$119,100, the updated bid threshold effective January 1, 2026. Contracts between \$25,000 and \$119,100 approved under this authority must be ratified by the Board within 60 days.

1. (Fund 01, Resource 9018) Professional Services Agreement between AUSD and One Workplace L. Ferrari, LLC for services totaling \$74,132.37.
2. (Fund 01, Resource 8150) Amendment No. 1 to Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and Jensen Landscape Services, LLC for an increase of \$20,000 and new total price not to exceed \$70,000.00.
3. (Fund 01, Resource 8150) Amendment No. 1 to Professional Services Agreement between AUSD and K2M Consultants for an increase of \$30,000 and a new total price of \$70,000.00.
4. (Fund 01, Resource 8150) Amendment No. 1 to Independent Contractor Agreement for Routine Maintenance Services between AUSD and Extensive Air Conditioning, Inc. for an increase of \$50,000 and an amended total not to exceed \$250,000.00.
5. (Fund 01, Resource 6387) Amendment No. 1 to Professional Services Agreement between AUSD and Jakes Beales for a decrease of \$13,896 and an amended total of \$27,104.00.
6. (Fund 01, Resource 6500) Professional Services Agreement between AUSD and EdTheory, LLC for an hourly rate of \$105 and a total not to exceed \$60,270.00.
7. (Fund 01, Resource 8150) Amendment No. 1 to Independent Contractor Agreement for Routine Maintenance Services between AUSD and Apodaca Mechanical and Consulting, Inc. for an increase of \$50,000 and an amended total not to exceed \$250,000.00.
8. (Fund 01) Amendment No. 1 to Agreement between AUSD and Aeries Software, Inc. for an increase of \$7,350 and an amended not to exceed amount of \$182,101.56.

****NOTE: Contracts #7 & 8 will be uploaded by 5:00pm on Friday, February 20.***

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
❑ One Workplace	2/18/2026	Backup Material
❑ Jensen Landscape Services	2/18/2026	Backup Material
❑ K2M Consultants	2/18/2026	Backup Material
❑ Extensive Air Conditioning	2/18/2026	Backup Material
❑ Jake Beales	2/18/2026	Backup Material
❑ EdTheory LLC	2/18/2026	Backup Material



Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and One Workplace L. Ferrari, LLC (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- 1. Services.** The CONTRACTOR shall provide the following services (include full scope, location, & to whom services are provided):

CONTRACTOR shall provide delivery and assembly/installation services of office and classroom furniture for Wood Middle School and the Temporary Campus (to be moved and utilized at Otis Elementary school following construction).

- 2. Terms.** The term of this agreement shall be from 1/26/26 (or the day immediately following approval by the Superintendent or Assistant Superintendent(s) per (Education Code(s) §35161 and §17604) if the aggregate amount CONTRACTOR contracted with AUSD is below \$114,800; or, approval by the Board of Education if the total contract(s) exceeds \$114,800) to 8/31/26. The work shall be completed no later than 7/31/26.

- 3. Compensation.** This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs. **Select one of the following:**

- 3.1.1 ☐ CONTRACTOR is providing services for a flat fee which shall not exceed \$_____.
- 3.1.2 ☐ CONTRACTOR will be compensated at an hourly rate. CONTRACTOR will provide a maximum hours of service at a rate of \$_____/hour for a total not to exceed \$_____.
- 3.1.3 ☒ Other: 74132.37.

AUSD shall pay costs for the following equipment, materials or supplies used by CONTRACTOR in performing services: n/a

which shall not exceed a total cost of \$_____.

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by AUSD and in that case must be replaced by CONTRACTOR without delay.

4. Strategic Alignment. Select one of the following:

- 4.1 ☐ **School-based Agreements:** How does this service support academic goals and increase student achievement as described in the Board-approved School Site Plan? _____
- 4.2 ☒ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? Providing educationally appropriate and necessary furniture to school sites.

5. Conduct of Contractor. CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications as identified prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9.

5.1 Tuberculosis Screening. Select one of the following:

- 5.1.1 ☐ TB Clearance shall be provided to AUSD prior to starting work; or
- 5.1.2 ☐ Records are already on file; or
- 5.1.3 ☐ CONTRACTOR certifies that they require all employees or subcontractors to complete TB testing and maintain such records; or
- 5.1.4 ☒ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because

CONTRACTOR will not work directly with students more than eight (8) hours.

TP (CONTRACTOR initials)

MP (AUSD Representative Acknowledgment)

5.2 Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the AUSD under this Agreement."

Fingerprinting of Employees and Agents. Select one of the following:

- 5.2.1 ☐ Fingerprint Clearance will be completed through AUSD prior to starting work; or
- 5.2.2 ☐ Records are already on file with AUSD; or.
- 5.2.3 ☐ CONTRACTOR certifies that they require all employees or subcontractors to complete fingerprinting and maintains such records; or
- ☒ **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 5.2 as:

☒ CONTRACTOR staff will have no contact or interactions with students outside of the immediate and constant supervision and control of the pupil’s parent or guardian or a school employee; or

☐ CONTRACTOR services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and CONTRACTOR’S employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to services under this Agreement:

DS

TP

 (CONTRACTOR initials)

MP

 (AUSD Representative Acknowledgment)

5.3 Removal of CONTRACTOR’s Employee(s). In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR-related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. Insurance. The CONTRACTOR shall procure and maintain the following insurance coverage at all times. Failure to provide documentation or maintain coverage during the contract’s term will result in termination. **Insurance Approved:**

Initial

DL

6.1 Workers’ Compensation and Employers’ Liability Insurance. Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services in conformance with the laws of the State of California and Federal laws when applicable. Workers’ Compensation shall meet statutory requirements and Employers’ Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence. **Select one of the following:**

- ☒ The CONTRACTOR is aware of and in compliance of the provisions of Section 3700 of the Labor Code and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement.

DS

TP

***CONTRACTOR acknowledgment** _____
- ☐ The CONTRACTOR is exempt from Workers’ Compensation Requirements as a Sole proprietor or Independent Contractor with no employees.

6.2 General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and when applicable, Automobile Liability Insurance (Any Auto) that shall protect the CONTRACTOR and AUSD, from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Service with a minimum requirement of One Million Dollars (\$1,000,000) per occurrence. Certain professional services provided through this Agreement may require higher cover limits as determined by AUSD.

DS

TP

***CONTRACTOR acknowledgement** _____

6.3 Professional Liability Insurance. If CONTRACTOR is providing AUSD professional or advice or consultation for implementation under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

☐ **Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance due to the scope of services in this Agreement.

____ (CONTRACTOR initials)
MP (AUSD Representative Acknowledgment)

6.4 Proof of Carriage of Insurance. CONTRACTOR shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been provided to AUSD and approved by AUSD. Certificates and insurance policies shall include the following:

- 6.4.1** A clause stating: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the AUSD, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”
- 6.4.2** An endorsement stating that the AUSD are named additional insureds under all policies except Workers’ Compensation Insurance, Professional Liability, and Employers’ Liability Insurance. An endorsement shall also state that the Contractor’s insurance policies shall be primary to any insurance or self-insurance maintained by the AUSD.
- 6.4.3** All policies shall be written on an occurrence form.
- 6.4.4** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the AUSD.

7. Notices. All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

AUSD	CONTRACTOR
Name: <u>Patterson, Monty</u>	Name: <u>TJ Protsman</u>
Title: <u>Senior Director of Construction</u>	Title: <u>General Manager</u>
Address: <u>2060 Challenger Dr</u> <u>Alameda CA 94501</u>	Address: <u>2500 De La Cruz Blvd.</u> <u>Santa Clara, CA 95050</u>
Email: <u>mpatterson@alamedaunified.org</u>	Email: <u>tjprotsman@oneworkplace.com</u>

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address.

8. Invoicing. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD.

8.1 Invoices shall be emailed directly to accounts payable@alamedaunified.org or mailed to Attn: Accounts Payable at 2060 Challenger Drive, Alameda, CA 94501. Invoice shall include but not be limited to: consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.

9. Licenses and Permits. CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

10. Contractor Qualifications / Performance of Services.

10.1 Contractor Qualifications. CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.

10.2 Standard of Care. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California schools.

11. Status of Contractor. This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR certifies that s/he performs work that is outside the usual course of the AUSD's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.

12. Assignment. The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.

13. Site Access/Security. While providing services as set forth in this contract, it may be determined that keys are necessary for access or emergency response. In the event that keys are approved to be issued to the CONTRACTOR, the CONTRACTOR acknowledges and agrees to the responsibility of securely maintaining said keys. The CONTRACTORS' duty, along with its employees or subcontractors if applicable, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the organization must report the incident to the AUSD in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with AUSD terminate or expire, all individuals must return all keys to the original issuer on their final day. The CONTRACTOR assumes all liability for re-keying costs at any AUSD school site associated with the use, loss, or failure to return AUSD keys, including the potential of reduced or withheld invoice payments if necessary.

14. Anti-Discrimination. It is the policy of AUSD that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.

- 15. Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 16. Indemnification.** CONTRACTOR agrees to defend, indemnify and hold harmless AUSD, its Board, trustees, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR or its sub-Contractors, and any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the services of the CONTRACTOR, whether authorized by this Agreement or not. CONTRACTOR further agrees to waive all rights of subrogation against AUSD. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of AUSD or any of its agents or employees
- 17. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artworkcopy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.
- 18. Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 19. Termination.** AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.
- 20. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 21. AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:
- 21.1** Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - 21.2** Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor.

- 22. Limitation of AUDS Liability.** Other than as provided in this Agreement, AUDS's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall AUDS be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 23. Confidentiality.** CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. In the event CONTRACTOR receives student data protected by the Family Educational Rights and Privacy Act ("FERPA"), Provider shall abide by Education Code section 49073, including the following: (a) Provider shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data (b) Provider shall delete or otherwise dispose of student data in its possession after the termination of services under this Agreement (c) Provider shall undertake reasonable precautions to protect the student data and shall promptly report to the AUDS any unauthorized access to the student data.
- 24. Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable AUDS policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUDS to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement. In the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUDS's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUDS of this information.
- 25. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. Litigation.** This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. Agreement Contingent on Governing Board Approval.** The AUDS shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the AUDS's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.
- 28. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

- 29. Contract Publicly Posted.** This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public online via the Internet.
- 30. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List.
- 31. Force Majeure.** At the AUSD's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The AUSD shall not be responsible for any costs associated with this Agreement while performance is so excused.
- 32. Other.** Additional terms attached or edits to must be approved by AUSD.

I. SITE

CONTRACTOR

Print Name &Title: TJ Protsman General Manager

CONTRACTOR Signature: DocuSigned by: TJ Protsman F07AC8E489A4434... Date: 1/30/2026

SOURCE OF FUNDS (check appropriate):

Unrestricted Funds Restricted Funds

Budget Code(s): 01-9018-0-0000-8100-6400-015-68-3028; 01-9018-0-0000-8100-6400-013-68-3028

More than one budget code?

III. BOARD DELEGATES

- Superintendent, Pasquale Scuderi
- Assistant Superintendent of Human Resources, Tim Erwin
- Assistant Superintendent of Educational Services, Kirsten Zazo
- Assistant Superintendent of Business Services, Shariq Khan

Signed by: Shariq Khan AF76BF3178424B1... Signature of Superintendent or Assistant Superintendent Date 2/9/2026

IV. BOARD

BOE Approval Required for Contracts Equal To Or Greater Than \$114,800:

Signature of President, Board of Education Date

Signature of Secretary, Board of Education Date

AMENDMENT NO. 1 to Professional Services Agreement (PSA)

Dated July 1, 2025

This Amendment is entered into on January 28, 2026, between the Alameda Unified School District (District) and K2M Consultants. (CONTRACTOR). The District entered into a PSA with the CONTRACTOR for Emergency Management Systems support, maintenance and repairs, and the parties agree to amend that Agreement as follows:

1. Services

Additional consulting services needed to support recent EMS controller update serving Academy of Alameda and additional programming support for other HVAC Energy Management Systems for the District.

2. Compensation

Original PSA: \$40,000

Amendment 1: \$30,000

Amended PSA: \$70,000

3. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

4. Amendment History:

☒ There are no previous amendments to this Agreement.


☐ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)

"DISTRICT"

By: _____
 Shariq Khan
 Assistant. Superintendent, Business
 Services

"CONTRACTOR"

By:  _____
 Kirk McCutcheon
 Owner

AMENDMENT NO. 1 to Independent Contractor Agreement
for Routine Maintenance Services (ICA)
Dated July 1, 2025

This Amendment is entered into on February 24, 2026, between the Alameda Unified School District (District) and Extensive Air Conditioning, Inc. (CONTRACTOR). The District awarded the ICA to CONTRACTOR for routine and recurring work on the District’s mechanical equipment, per RFP 024-077-05, and the parties agree to amend that Agreement as follows:

1. Services Increased need for professional services due to increased HVAC equipment and system breakdowns and a need for more preventative maintenance cycles for aging equipment.
2. Compensation Original ICA: \$200,000.00 Amendment 1: \$50,000.00 Amended ICA: NTE \$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.
☐ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)

“DISTRICT”

By: _____
 Ryan LaLonde
 President, Board of Education

CONTRACTOR”

By: _____
 Alex Bayardo
 CEO



Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and EdTheory, LLC (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. Services. The CONTRACTOR shall provide the following services (include full scope, location, & to whom services are provided):

Contractor will provide a credentialed Special Education Teacher (PC# 488) for 7 hours per day through the remainder of the 25-26 school year.

2. Terms. The term of this agreement shall be from 1/26/26 (or the day immediately following approval by the Superintendent or Assistant Superintendent(s) per (Education Code(s) §35161 and §17604) if the aggregate amount CONTRACTOR contracted with AUSD is below \$114,800; or, approval by the Board of Education if the total contract(s) exceeds \$114,800) to 6/30/26. The work shall be completed no later than 6/5/26.

3. Compensation. This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs. **Select one of the following:**

- 3.1.1 ☐ CONTRACTOR is providing services for a flat fee which shall not exceed \$_____.
- 3.1.2 ☒ CONTRACTOR will be compensated at an hourly rate. CONTRACTOR will provide a maximum hours of service at a rate of \$ 105 /hour for a total not to exceed \$ 60,270.00.
- 3.1.3 ☐ Other: _____.

AUSD shall pay costs for the following equipment, materials or supplies used by CONTRACTOR in performing services: N/A

which shall not exceed a total cost of \$ 0.00.

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by AUSD and in that case must be replaced by CONTRACTOR without delay.

4. Strategic Alignment. Select one of the following:

4.1 ☐ **School-based Agreements:** How does this service support academic goals and increase student achievement as described in the Board-approved School Site Plan? _____

4.2 ☒ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? Provide qualified and credentialed staffing to provide education services.

5. Conduct of Contractor. CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications as identified prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9.

5.1 Tuberculosis Screening. Select one of the following:

5.1.1 ☐ TB Clearance shall be provided to AUSD prior to starting work; or

5.1.2 ☐ Records are already on file; or

5.1.3 ☒ CONTRACTOR certifies that they require all employees or subcontractors to complete TB testing and maintain such records; or

5.1.4 ☐ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because
CONTRACTOR will not work directly with students more than eight (8) hours.

_____ (CONTRACTOR initials)

_____ (AUSD Representative Acknowledgment)

5.2 Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the AUSD under this Agreement."

Fingerprinting of Employees and Agents. Select one of the following:

- 5.2.1 ☐ Fingerprint Clearance will be completed through AUSD prior to starting work; or
- 5.2.2 ☐ Records are already on file with AUSD; or.
- 5.2.3 ☒ CONTRACTOR certifies that they require all employees or subcontractors to complete fingerprinting and maintains such records; or
- ☐ **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 5.2 as:
- ☐ CONTRACTOR staff will have no contact or interactions with students outside of the immediate and constant supervision and control of the pupil's parent or guardian or a school employee; or
- ☐ CONTRACTOR services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and CONTRACTOR'S employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to services under this Agreement:
- _____ (CONTRACTOR initials)
- _____ (AUSD Representative Acknowledgment)

5.3 Removal of CONTRACTOR's Employee(s). In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR-related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. Insurance. The CONTRACTOR shall procure and maintain the following insurance coverage at all times. Failure to provide documentation or maintain coverage during the contract's term will result in termination. **Insurance Approved:** Initial
Dk

6.1 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services in conformance with the laws of the State of California and Federal laws when applicable. Workers' Compensation shall meet statutory requirements and Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence. **Select one of the following:**

- ☒ The CONTRACTOR is aware of and in compliance of the provisions of Section 3700 of the Labor Code and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement.

***CONTRACTOR acknowledgment** RM

- ☐ The CONTRACTOR is exempt from Workers' Compensation Requirements as a Sole proprietor or Independent Contractor with no employees.

6.2 General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and when applicable, Automobile Liability Insurance (Any Auto) that shall protect the CONTRACTOR and AUSD, from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Service with a minimum requirement of One Million Dollars (\$1,000,000) per occurrence. Certain professional services provided through this Agreement may require higher cover limits as determined by AUSD.

***CONTRACTOR acknowledgement** DS
RM

6.3 Professional Liability Insurance. If CONTRACTOR is providing AUSD professional or advice or consultation for implementation under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

☐ **Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance due to the scope of services in this Agreement.

_____ (CONTRACTOR initials)
_____ (AUSD Representative Acknowledgment)

6.4 Proof of Carriage of Insurance. CONTRACTOR shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been provided to AUSD and approved by AUSD. Certificates and insurance policies shall include the following:

- 6.4.1** A clause stating: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the AUSD, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”
- 6.4.2** An endorsement stating that the AUSD are named additional insureds under all policies except Workers’ Compensation Insurance, Professional Liability, and Employers’ Liability Insurance. An endorsement shall also state that the Contractor’s insurance policies shall be primary to any insurance or self-insurance maintained by the AUSD.
- 6.4.3** All policies shall be written on an occurrence form.
- 6.4.4** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the AUSD.

7. Notices. All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

AUSD	CONTRACTOR
Name: <u>Wahner, Jorge</u>	Name: <u>Rajat Mehrotra</u>
Title: <u>Senior Director SPED</u>	Title: <u>Director - Client Services</u>
Address: <u>2060 Challenger Dr</u> <u>Alameda CA 94501</u>	Address: <u>6701 Koll Center Pkwy Ste 250</u> <u>Pleasanton, CA 94566</u>
Email: <u>jwahner@alamedaunified.org</u>	Email: <u>rajat@edtheory.com</u>

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address.

8. Invoicing. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD.

8.1 Invoices shall be emailed directly to accounts payable@alamedaunified.org or mailed to Attn: Accounts Payable at 2060 Challenger Drive, Alameda, CA 94501. Invoice shall include but not be limited to: consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.

9. Licenses and Permits. CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

10. Contractor Qualifications / Performance of Services.

10.1 Contractor Qualifications. CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.

10.2 Standard of Care. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California schools.

11. Status of Contractor. This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR certifies that s/he performs work that is outside the usual course of the AUSD's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.

12. Assignment. The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.

13. Site Access/Security. While providing services as set forth in this contract, it may be determined that keys are necessary for access or emergency response. In the event that keys are approved to be issued to the CONTRACTOR, the CONTRACTOR acknowledges and agrees to the responsibility of securely maintaining said keys. The CONTRACTORS' duty, along with its employees or subcontractors if applicable, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the organization must report the incident to the AUSD in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with AUSD terminate or expire, all individuals must return all keys to the original issuer on their final day. The CONTRACTOR assumes all liability for re-keying costs at any AUSD school site associated with the use, loss, or failure to return AUSD keys, including the potential of reduced or withheld invoice payments if necessary.

14. Anti-Discrimination. It is the policy of AUSD that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.

- 15. Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 16. Indemnification.** CONTRACTOR agrees to defend, indemnify and hold harmless AUSD, its Board, trustees, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR or its sub-Contractors, and any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the services of the CONTRACTOR, whether authorized by this Agreement or not. CONTRACTOR further agrees to waive all rights of subrogation against AUSD. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of AUSD or any of its agents or employees
- 17. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artworkcopy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.
- 18. Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 19. Termination.** AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.
- 20. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 21. AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:
 - 21.1** Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - 21.2** Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor.

- 22. Limitation of AUDS Liability.** Other than as provided in this Agreement, AUDS's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall AUDS be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 23. Confidentiality.** CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. In the event CONTRACTOR receives student data protected by the Family Educational Rights and Privacy Act ("FERPA"), Provider shall abide by Education Code section 49073, including the following: (a) Provider shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data (b) Provider shall delete or otherwise dispose of student data in its possession after the termination of services under this Agreement (c) Provider shall undertake reasonable precautions to protect the student data and shall promptly report to the AUDS any unauthorized access to the student data.
- 24. Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable AUDS policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUDS to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement. In the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUDS's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUDS of this information.
- 25. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. Litigation.** This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. Agreement Contingent on Governing Board Approval.** The AUDS shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the AUDS's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.
- 28. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

- 29. Contract Publicly Posted.** This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public online via the Internet.
- 30. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List.
- 31. Force Majeure.** At the AUSD's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The AUSD shall not be responsible for any costs associated with this Agreement while performance is so excused.
- 32. Other.** Additional terms attached or edits to must be approved by AUSD.

I. SITE

CONTRACTOR
Print Name & Title: Rajat Mehrotra Director - Client Services

CONTRACTOR Signature:  Date: 1/22/2026

SOURCE OF FUNDS (check appropriate):

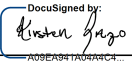
Unrestricted Funds ☐ Restricted Funds ☒

Budget Code(s): 01-6500-0-5760-1190-5800-040-40-0000

More than one budget code? ☐

III. BOARD DELEGATES

- ☐ Superintendent, Pasquale Scuderi
- ☐ Assistant Superintendent of Human Resources, Tim Erwin
- ☒ Assistant Superintendent of Educational Services, Kirsten Zazo
- ☐ Assistant Superintendent of Business Services, Shariq Khan

 1/23/2026
Signature of Superintendent or Assistant Superintendent Date

IV. BOARD

BOE Approval Required for Contracts Equal To Or Greater Than \$114,800:

Signature of President, Board of Education Date

Signature of Secretary, Board of Education Date



Addendum to Professional Services Agreement for Particular Services



33. ADDITIONAL INSURANCE REQUIREMENTS

In addition to requirements as detailed in 6. Insurance, CONTRACTOR will maintain separate insurance coverage for sexual misconduct, molestation, and abuse; coverage with combined single limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate or provide policy documentation evidences this coverage is not excluded from the CONTRACTORS' general or professional liability policies.



34. TRAINING/CERTIFICATIONS

Contractor certifies that staff providing services to the District shall arrive trained and certified for the service provided; including the Child Abuse and Neglect Reporting Act (CANRA) as Mandated Reporters as stated in California Penal Code § 11164 – 11174. Should Contractor choose to send staff to District sponsored training, those hours will not be paid by the District.



35. PARAPROFESSIONAL MINIMUM QUALIFICATIONS

Should CONTRACTOR employ paraprofessional staff, all paraprofessionals (instructional and non-instructional) placed at the District must meet the following minimum requirements for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education or other COE as approved by the District. Such evidence of qualifications (diploma, County record) shall be provided by CONTRACTOR for a signed PSA or Master PSA Assignment Addendum. Contractors who provide paraprofessionals without this qualification do so with no expectation of the District compensating services beyond their minimum rate.



36. CONTRACT APPROVAL REQUIREMENTS

CONTRACTOR shall only provide services to the District as agreed to in a fully-executed PSA or Master PSA Assignment Addendum. CONTRACTORS who provide staff for services for service without an executed PSA or MPSA Assignment Addendum, or provide staff for services that differ from such, do so with no expectation of payment. The District will not compensate any service that did not have a fully executed PSA or Master PSA Addendum, even should that service have been requested by staff verbally or through email, etc. Only an agreement signed by an Assistant Superintendent of the District or the President of Education are authorized. The District will not retro-date an agreement to cover these scenarios.



37. WORK HOURS

All staff of CONTRACTOR will be contracted a six (6) or seven (7) hour workday. CONTRACTOR staff may not adjust daily or weekly hours and the District will only approve and process payment for the contracted hours per day, any hours outside are understood to be provided with no expectation of compensation.



38. INVOICING

In addition to invoicing terms stated in 8. Invoices, agencies staffing District positions, each must be invoiced separately and include the District PO number. The invoice must contain backup documentation indicating hours worked each day and work location in a format acceptable to the District for payment to be processed.

CONTRACTOR

Signature:  BB1E4F4E82F644A...

Printed Name: Rajat Mehrotra

Title: Director - Client Services



Additional Terms Added

Acknowledgment of these additional terms

Contractor: _____

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval and Ratification 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.

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.

1. (Fund 21, Measure B) Project Addendum No. 2101.6 to Master Agreement for Architectural Services for Measure B Bond Projects between AUSD and Quattrocchi Kwok Architects for an increase of \$13,125 and new fee and reimbursables totaling \$1,347,456.00. (AHS Swim)
2. (Fund 21, Measure B) Project Addendum No. 2108.03 to Master Agreement for Architectural Services for Measure B Bond Projects between AUSD and Quattrocchi Kwok Architects for an increase of \$13,123 and new fee and reimbursables totaling \$1,230,892.00 (EJSHS Gym)
3. (Fund 21, Measure B) Amendment No. 3 to Professional Services Agreement between AUSD and Miller Pacific Engineering Group for term extension and an increase of \$30,000 for a new total of \$130,000.00. (AHS Swim)
4. (Fund 21, Measure B) Amendment No. 8 to Master Facilities Lease (Lease Leaseback Contract) between AUSD and Robert A. Bothman Construction for an increase of \$15,351 and a new total of \$17,932,479.00. (EJSHS Field)
5. (Fund 21, Measure B) Amendment No. 12 to Master Facilities Lease (Lease Leaseback Contract) between AUSD and Alten Construction, LLC, for an increase of \$429,010 with a new total of \$19,773,295.00. (AHS Swim)
6. (Fund 21, Measure B) Professional Services Agreement between AUSD and Brelje and Race Consulting Engineers for a total not to exceed \$30,900.00. (AHS Field)

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
▣ QKA2101.6	2/18/2026	Backup Material
▣ QKA2108.3	2/18/2026	Backup Material
▣ Miller Pacific Engineering	2/18/2026	Backup Material
▣ Robert A Bothman Construction	2/18/2026	Backup Material
▣ Alten Construction, Inc.	2/18/2026	Backup Material
▣ Brelje & Race Consulting Engineers	2/18/2026	Backup Material

**AMENDMENT NO. 12 TO MASTER FACILITIES LEASE BETWEEN ALTEN
CONSTRUCTION AND ALAMEDA UNIFIED SCHOOL DISTRICT
FOR ALAMEDA HIGH SCHOOL SWIM CENTER MODERNIZATION PROJECT**

This **Amendment No. 12** to the Master Facilities Lease entered into on February 24, 2026 between **Alten Construction, LLC**, (“Developer” or “Lessor”) and the **Alameda Unified School District**, a California public school district located in Alameda, California (“District” or “Lessee”) (“**Amendment**”). The District and Developer may be referred to individually as a “Party” or collectively as “Parties.”

RECITALS

WHEREAS, the Parties executed the following two leases pursuant to Section 17406 of the Education Code of the State of California under which Developer is to construct the Alameda High School Swim Center Modernization Project (“**Project**”).

1. Master Site Lease between Alameda Unified School District as Lessor and Alten Construction as Sublessee, dated November 14, 2023 (“**Site Lease**”); and
2. Master Facilities Lease between Alten Construction as Lessor and Alameda Unified School District as Sublessee, dated as of November 14, 2023 (“**Facilities Lease**”) (the Site Lease and Facilities Lease may be collectively referred to with all incorporated exhibits as “**Lease Leaseback Documents**”); and

WHEREAS, the scope of work at the time the Facilities Lease was executed was limited to certain preliminary services for the Project in the amount of \$10,000; and

WHEREAS, on March 19, 2024, the Parties amended the Facilities Lease to include additional preliminary services consisting of early procurement of Rexel Electrical Gear in the amount of \$33,518; and

WHEREAS, on June 11, 2024, the Parties further amended the Facilities Lease to include the construction of the Project for a Guaranteed Project Cost of \$13,059,113; and

WHEREAS, on October 22, 2024, the Parties further amended the Facilities Lease to include an additional scope of work, consisting of campus fencing in the amount of \$982,234; and

WHEREAS, on December 10, 2024, the Parties further amended the Facilities Lease to include an additional scope of work, following changes as outlined in Change Order No. 01, in the amount of \$1,250,826.86; and

WHEREAS, on February 25, 2025, the Parties further amended the Facilities Lease to include an additional scope of work, following changes as outlined in Change Order No. 02, in the amount of \$214,549.36; and

WHEREAS, on April 29, 2025, the Parties further amended the Facilities Lease to include an additional scope of work, following changes as outlined Change Order No. 03 for the Swim Center scope and Change Order No. 01 for the Fencing scope, in the amount of \$865,280.06; and

WHEREAS, on June 10, 2025, the Parties further amended the Facilities Lease to include an additional scope of work, following changes as outlined in Change Order No. 04, in the amount of \$798,728.25; and

WHEREAS, on August 12, 2025, the Parties further amended the Facilities Lease to include an additional scope of work, following changes as outlined in Change Order No. 02 for the Fencing scope, in the amount of \$208,926.19; and

WHEREAS, on September 30, 2025, the Parties further amended the Facilities Lease to include an additional scope of work, following changes as outlined in Change Order No. 05 for the Swim Center scope and Change Order No. 03 for the Fencing scope, in the amount of \$1,157,978.90; and

WHEREAS, on November 18, 2025, the Parties further amended the Facilities Lease to include an additional scope of work, following changes as outlined in Change Order No. 06 for the Swim Center scope, in the amount of \$437,023.44; and

WHEREAS, on January 27, 2026, the Parties further amended the Facilities Lease to revise certain insurance requirements and include an additional scope of work, following changes as outlined in Change Order No. 04 for the Fencing scope, in the amount of \$326,108.06; and

WHEREAS, it is now the desire and intention of the Parties to further amend the Facilities Lease by incorporating the following changes as outlined in the attached Change Order No. 07 for the Swim Center scope and Change Order No. 05 for the Fencing scope, in the amount of \$429,010.15; and

WHEREAS, the total contract price for the Project, including this amendment, is as follows:

Project Cost Summary	
Scope of Work	Amount
Preliminary Services	\$10,000
Additional Preliminary Services - Amendment 1	\$33,518
-Construction of the Project - Amendment 2	\$13,059,113
Additional Scope - Campus Fencing - Amendment 3	\$982,234
Change Order No. 01 (Swim Center) - Amendment 4	\$1,250,827
Change Order No. 02 (Swim Center) - Amendment 5	\$214,549
Change Order No. 03 (Swim Center) & Change Order No. 01 (Fencing) – Amendment 6	\$865,280
Change Order No. 04 (Swim Center) – Amendment 7	\$798,728
Change Order No. 02 (Fencing) – Amendment 8	\$208,926
Change Order No. 05 (Swim Center) & Change Order No. 03 (Fencing) – Amendment 9	\$1,157,979
Change Order No. 06 (Swim Center) – Amendment 10	\$437,023
Change Order No. 04 (Fencing) – Amendment 11	\$326,108
Change Order No. 07 (Swim Center) & Change Order No. 05 (Fencing) – Amendment 12	\$429,010
Total	\$19,773,295

NOW, THEREFORE, in light of the foregoing facts and in further consideration of the promises and agreements of the Parties set forth herein below, it is mutually agreed as follows:

TERMS AND CONDITIONS

Except as revised herein, all other provisions of the Lease Leaseback Documents and/or addendum shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Leaseback Documents, the provisions of this Amendment shall control.

THE FOLLOWING CHANGES SHALL BE MADE TO THE FACILITIES LEASE:

1. **Exhibit C-12** shall be added to the Facilities Lease. A copy of Exhibit C-12 is attached hereto as **Attachment 1** to this Amendment.
2. **Exhibit G-12** shall be added to the Facilities Lease. A copy of Exhibit G-12 is attached hereto as **Attachment 2** to this Amendment.
3. The Parties acknowledge that this Amendment No. 12 is subject to approval by the District Board of Education ("Board"). In the event that the Board rejects this Amendment No. 12, none of the Parties shall be deemed to have waived any rights with respect to the Lease-Leaseback Documents.
4. All other provisions of the Lease-Leaseback Documents, except for Section 17 revisions included in Amendment No. 11, shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment No. 12 and any provision of the Lease-Leaseback Documents, the provisions of this Amendment No. 12 shall control.
5. This Amendment constitutes the entire agreement between the Parties related to the specific subject matter covered herein and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No extrinsic evidence whatsoever shall be admissible to supplement or vary the terms of this full and completely integrated written agreement. This Amendment may be amended or modified only by a written instrument executed by both Parties.

ACCEPTED AND AGREED on the final date indicated below:

ALAMEDA UNIFIED SCHOOL DISTRICT

Date: February 18, 2026

By: Monty Patterson
Monty Patterson
Senior Director of Construction

ALTEN CONSTRUCTION, LLC

Date: February 16, 2026

By: Shannon M. Alten
Shannon M. Alten
Vice President & CFO

Date: February 18, 2026

By: Shariq Khan
Shariq Khan
Assistant Superintendent
of Business Services

Date: February 24, 2026

By: _____
Ryan LaLonde
President, Board of Education

ATTACHMENT 1

EXHIBIT C-12
TO
FACILITIES LEASE

GUARANTEED PROJECT COST AND
OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS

1. **Preliminary Services Payments.** The terms and conditions pertaining to the payment for Preliminary Services, if any, under the Facilities Lease, are set forth in the Agreement for Preliminary Services (**Exhibit L** to the Facilities Lease).

2. **Site Lease Payments.** As indicated in the Site Lease, Contractor shall pay One Dollar (\$1.00) per year to the District as consideration for the Site Lease until the expiration or early termination of the Site Lease and/or the Facilities Lease.

3. **Guaranteed Project Cost (or Guaranteed Maximum Price).** Pursuant to the Facilities Lease, Contractor will cause the Project to be constructed for **Nineteen Million, Seven Hundred Twenty-nine Thousand, Seven Hundred Seventy--Seven Dollars (\$19,729,777)** ("**Guaranteed Project Cost**" or "**GPC**" or "**Guaranteed Maximum Price**" or "**GMP**"). Except as indicated herein for modifications to the Project approved by the District pursuant to **Exhibit D**, or by written amendment, Contractor will not seek additional compensation from District in excess of Guaranteed Project Cost. District shall pay the Guaranteed Project Cost to Contractor in the form of Tenant Improvement Payments and Lease Payments plus Interest as indicated herein. The Guaranteed Project Cost includes the following components and as further detailed herein:

3.1. **Cost to Perform Work.**

3.1.1. **Subcontract Costs.** Payments made by the Contractor to Subcontractors, which payments shall be made in accordance with the requirements of the Contract Documents. The final, contracted-for amount between the Contractor and each Subcontractor shall be the exact amount that is put into the final GPC, after all leveling between trades and subcontractors and without any added allowances or contingencies, unless specifically identified and approved, in advance, by the District.

3.1.2. **Contractor-Performed Work.** Costs incurred by the Contractor for self-performed work, if approved in advance by the District and procured pursuant to the Contract Documents.

3.2. **General Conditions.** The fixed amount to be paid for all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by the Contractor (except for insurance); all fees, permits, assessments and charges that are required to be paid to other agencies or entities to permit, authorize or entitle construction, reconstruction or completion of the Project; taxes; and all contributions, assessments and benefits, holidays, vacations, retirement benefits, and incentives, whether required by law or collective bargaining agreements or otherwise paid or provided by Contractor to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the cost of General Conditions shall be increased or reduced accordingly. The General Conditions for this Project total **\$865,580**.

3.3.	Bonds and Insurance	2.22%	\$397,789
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3.4.	Overhead and Profit.	4%	\$507,238
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3.5. Contingency. NOT USED

~~3.5.1. A contingency of _____ Dollars (\$ _____) ("Contingency") is included in the Guaranteed Project Cost and may be used at the Contractor's request only upon obtaining the District's prior written approval. Prior to requesting the payment for any portion of the Contingency, Contractor must submit to the District a written request for the Contractor's use of the Contingency that shall include a description of the requested use of the Contingency and why it is necessary to complete the Project with sufficient detail and, if necessary, substantiation enabling the District to determine that the proposed use of the Contingency covers one of the items below. The Contingency shall only be for the following items:~~

~~3.5.1.1. Scope gaps;~~

~~3.5.1.2. Costs to address unforeseen safety items not contemplated by the Parties at the time of the execution of the Contract;~~

~~3.5.1.3. Construction associated with the refinement of incomplete design information within the Plans and Specifications that could have been identified and corrected prior to the District's issuance of the solicitation for this Project as part of a reasonable constructability review of the Documents on which the Guaranteed Project Cost is based; provided that the incomplete design information could not have been identified by Contractor's constructability review during Preliminary Phase, if any constructability review was performed by Contractor;~~

~~3.5.1.4. Damage that has occurred between trades during construction, excluding (a) costs of repairing or correcting Work damaged or improperly executed by workers, (b) work that was improperly or incorrectly performed by Contractor or its subcontractors or suppliers, or (c) damage that is covered by Contractor's or Subcontractor's insurance, excluding the District's insurance; or~~

~~3.5.1.5. Other items requested by the Contractor if approved by the District and in the District's sole discretion.~~

~~3.5.2. The Contingency shall only be used:~~

~~3.5.2.1. Upon Contractor demonstrating that the item was not otherwise in its or its Subcontractors' pricing for the Project; and~~

~~3.5.2.2. Only if the cost of the Work is not recoverable by Contractor from any other available funding source, including, without limitation, from others, by insurance or otherwise.~~

~~3.5.3. Contractor shall prepare documents for its use of Contingency through the "Changes in the Work" section of Exhibit D. Any PCO shall identify that Contractor shall be compensated out of the Contingency. The Contractor is entitled to mark up its pricing in the same structure it can for a Change Order (see the "Format for Proposed Change Order" section in Exhibit D) when it uses the Contingency, but only if the Contractor did not include the Contingency amount when it priced its Fee, bonds and insurance, overhead or profit to establish the GPC. Contractor shall prepare an updated Schedule of Values that includes a line item for the Work approved by the District in connection with the PCO.~~

3.5.4. ~~If Contractor depletes the Contingency, any costs for items referenced in this "Contingency" section shall be at the Contractor's sole expense.~~

3.5.5. ~~The unused portion of the Contingency shall be retained by the District at the end of the Project.~~

3.6. **Allowances.** Allowances, as indicated below in the total amount of **Four Hundred Fifty-Five Thousand Three Hundred Eighty-Seven Dollars (\$455,387)** ("**Allowance(s)**") are included in the Guaranteed Project Cost. This includes the following items:

DSA-Required Changes	\$375,387
Chemical Removal from Existing Pool Equipment	\$20,000
Abatement of Pool Materials	\$25,000
DSA-Required Addition of Wing Walls to Showers	\$20,000
Irrigation	\$15,000

3.6.1. Prior to requesting the payment for any use of an Allowance, Contractor must submit to the District a written request for the Allowance that shall include a description of the requested use of the Allowance and why it is necessary to complete the Project.

3.6.2. Contractor shall prepare documents for its use of an Allowance through the "Changes in the Work" section of **Exhibit D**. Any PCO shall identify that Contractor shall be compensated out of an Allowance. The Contractor is entitled to mark-up its pricing in the same structure it can for a Change Order (see the "Format for Proposed Change Order" section in **Exhibit D**) when it uses an Allowance, but only if the Contractor did not include the Allowances amount when it priced its Fee, bonds and insurance, overhead or profit to establish the GPC. Contractor shall prepare an updated Schedule of Values that includes a line item for the Work approved by the District in connection with the PCO.

3.6.3. The unused portion of the Allowances shall be retained by the District at the end of the Project.

4. **Payment of Guaranteed Project Cost.** District shall pay the Guaranteed Project Cost to Contractor in the form of Tenant Improvement Payments and Lease Payments plus interest as indicated herein.

4.1. **Tenant Improvement Payments.** Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Contractor **Nineteen Million, Four Hundred Forty-eight Thousand, Eighty Dollars (\$19,448,080)** ("**Tenant Improvement Payment(s)**"), based on the amount of Work satisfactorily performed and approved by the District less the total amount to be paid as Lease Payments, according to the Contractor's Schedule of Values (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease.

4.2. **Lease Payments Plus Interest.** Thirty (30) days after the Parties execute the Memorandum of Commencement Date attached to the Facilities Lease as **Exhibit E** and the Contractor has completed and satisfied the conditions indicated below, the District shall pay to Contractor **Two Hundred Eighty-One Thousand Six Hundred Ninety-Seven Dollars (\$281,697)** ("**Lease Payment(s)**") plus interest, as indicated below.

4.2.1. It is the intent of the Parties that the Lease Payments plus interest will be kept from the Contractor's final payment application(s), including payment application(s) seeking payment of any Retention held pursuant to the Contract Documents.

4.2.2. The Lease Payments plus interest shall be consideration for the District's rental, use, and occupancy of the Project and the School Site(s) and shall be made in equal monthly installments for the duration of the Term.

4.2.3. The District represents that the total annual Lease Payment plus interest obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Facilities Lease.

4.2.4. **Fair Rental Value.** District and Contractor have agreed and determined that the total Lease Payments plus interest constitute adequate consideration for the lease term in the Facilities Lease and are reasonably equivalent to the fair rental value of the Project. In making such determination, consideration has been given to the obligations of the Parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Project and the benefits therefrom which will accrue to the District and the general public.

4.2.5. **Each Payment Constitutes a Current Expense of the District.**

~~4.2.5.1.~~ The District and Contractor understand and intend that the obligation of the District to pay Lease Payments plus interest and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.

~~4.2.5.2.~~ Lease Payments plus interest due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.

~~4.2.5.3.~~ The District covenants to take all necessary actions to include the estimated Lease Payments plus interest in each of its final approved annual budgets.

~~4.2.5.4.~~ The District further covenants to in good faith make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Lease Payments plus interest that come due and payable during the period covered by each such budget. Contractor acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments plus interest or any other payments due hereunder. The covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

~~4.2.5.5.~~ The Contractor cannot, under any circumstances, accelerate the District's payments under the Facilities Lease, but the District may elect to buyout the Facilities Lease as provided for herein.

4.2.6. **Timing of Lease Payments.** The first Lease Payment is due only after the following conditions have been completed and satisfied:

~~4.2.6.1.~~ The Final Tenant Improvement Payment has been paid;

~~4.2.6.2.~~ All applicable Retention (less the Lease Payments) has been paid pursuant to the terms of the Contract Documents;

~~4.2.6.3.~~ The Parties have executed the Memorandum of Commencement Date, attached to the

Facilities Lease as **Exhibit E**; and

4.2.6.4. The Contractor has provided a duly completed and executed “**Unconditional Waiver and Release upon Final Payment**” compliant with Civil Code section 8138 from all subcontractors of any tier and suppliers that each has been paid all amounts owing to it from the Contractor for all work on the Project.

4.2.7. The Lease Payment Amount shall be paid pursuant to the following structure and the annual interest rate shall be at **4.5 percent**. To the extent that the Term runs into a subsequent calendar year, the interest rate shall not adjust, unless agreed upon by the District in writing.

Date of Payment	(A) Lease Payments	(B) Interest Due on Lease Payment	Lease Payment plus interest due by District to Contractor (A + B)
30 Days after execution of Memorandum of Commencement and the above conditions have been completed and satisfied	\$23,474.75	\$1,056.36	\$24,531.11
30 days thereafter	\$23,474.75	\$968.33	\$24,443.08
30 days thereafter	\$23,474.75	\$880.30	\$24,355.05
30 days thereafter	\$23,474.75	\$792.27	\$24,267.02
30 days thereafter	\$23,474.75	\$704.24	\$24,178.99
30 days thereafter	\$23,474.75	\$616.21	\$24,090.96
30 days thereafter	\$23,474.75	\$528.18	\$24,002.93
30 days thereafter	\$23,474.75	\$440.15	\$23,914.90
30 days thereafter	\$23,474.75	\$352.12	\$23,826.87
30 days thereafter	\$23,474.75	\$264.09	\$23,738.84
30 days thereafter	\$23,474.75	\$176.06	\$23,650.81
30 days thereafter	\$23,474.75	\$88.03	\$23,562.78
Total	\$281,697.00	\$6,866.36	\$288,563.36

4.2.8. Financed Portion of Lease Payments. The District requires the Contractor to finance a portion of the Lease Payments and that financing is reflected in the table above.

4.3. In no event shall the cumulative total of the Tenant Improvement Payments and the Lease Payments plus interest ever exceed the Guaranteed Project Cost as defined herein, unless modified pursuant to **Exhibit D** to the Facilities Lease.

5. Changes to Guaranteed Project Cost.

5.1. As indicated in the Facilities Lease, the Parties may add or remove specific scopes of work from the Project. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Project Cost. If a cost impact or a change is agreed to by the Parties, it shall be reflected as a reduction or increase in the Tenant Improvement Payments and paid upon the payment request from the Contractor when the work is performed or deducted from the next payment request from the Contractor, as applicable. **Any change to the Guaranteed Project Cost shall not affect the Lease Payments, nor the interest rate, unless expressly agreed upon by the District in writing.**

5.2. The Parties acknowledge that the Guaranteed Project Cost is based on the Construction Documents, including the Plans and Specifications, as identified in **Exhibit J** to the Facilities Lease.

5.3. Cost Savings. Contractor shall work cooperatively with Architect, subcontractors and District, in good

faith, to identify appropriate opportunities to reduce Project costs and promote cost savings. Any identified cost savings from the Guaranteed Project Cost shall be identified by Contractor, and if approved in writing by the District, that cost savings shall be deducted from the Guaranteed Project Cost. If any cost savings require revisions to the Construction Documents, Contractor shall work with the District with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. At the District's discretion, any reasonable cost incurred by District and/or the Contractor for those revisions may be paid for out of the identified savings before it is deducted from the Guaranteed Project Cost. Contractor shall be entitled to an extension of Contract Time equal to the delay in Project Completion caused by any cost savings adopted by District, if requested in writing before the approval of the cost savings.

5.4. Insurance and Bond Reimbursements. At Project Completion, Contractor shall require reimbursement from its insurance brokers and/or insurers and its bond brokers and/or sureties, all portions of Contractor's bond premiums, either paid or to be paid, that are not at-risk due to a reduction in the Guaranteed Project Cost. All amounts of premium reimbursement that Contractor receives from the Contractor's insurance brokers and/or insurers and its bond brokers and or sureties, shall be withheld by District from Contractor's Lease Payment(s). The District shall estimate this amount until Contractor indicates what the total amount of this reimbursement.

6. Future Buyout of Facilities Lease. The District may choose to buyout the Lease Payments in a lump sum during the term of the Facilities Lease. The Parties agree that any buyout will be memorialized in writing and serve to terminate the Site Lease and the Facilities Lease and will reduce the interest owed based on the time of the buyout. Under no circumstances can this buyout occur until at least sixty (60) days after Project Completion or the Execution of the Memorandum of Commencement Date, whichever is later. In no event shall any buyout increase the total amount of Lease Payment amounts, plus interest in excess of the amounts included in the Project's Guaranteed Project Cost.

ATTACHMENT 2

EXHIBIT G-12

SUMMARY OF CHANGE ORDERS

PCCO 07 - CHANGE ORDER LOG

PROJECT Alameda High School Swim Center

DISTRICT AUSD

CONTRACTOR Alten Construction

IOR Romer Panaguiton & Andrew J. Washington

PCCO #	Description	PCO #	PCO Amount	Change Reason	Schedule Impact
007	<u>Excavation for PG&E and Temp water Line to Gym</u> Cost of excavating and backfilling (2) bell hole locations for PG&E gas shut-off and installing a temporary waterline to the gym	007	\$24,482.30	Scope Change	0
007	<u>09/01/2025 Schedule Update (Extended GCs)</u> Alten Construction's Extended General Conditions from 08/01/25 to 08/31/25 totaling 31 days, due to the impacted soil conditions found on site and coordination to resume construction.	043	\$75,883.04	Scope Change	31
007	<u>Export of Class II Soil to Waste Management Landfill</u> Cost from the grading subcontractor to handle and off-haul 3,532.69 tons of soil classified as class II	049	\$119,177.30	Scope Change	0
007	<u>07/01/2025 Schedule Update (Extended GCs)</u> Alten Construction's Extended General Conditions from 06/01/25 to 06/30/25 totaling 30 days, due to the impacted soil conditions found on site and coordination to resume construction.	053	\$73,435.20	Scope Change	30
007	<u>08/01/2025 Schedule Update (Extended GCs)</u> Alten Construction's Extended General Conditions from 07/01/25 to 07/31/25 totaling 31 days, due to the impacted soil conditions found on site and coordination to resume construction.	054	\$75,883.04	Scope Change	31
007	<u>Updated Door Hardware Groups per ASI 009</u> Cost for Door hardware changes per ASI addressing code issues to comply with storage of hazardous pool chemicals	055	\$43,790.03	Scope Change	0
007	<u>Crushed Rock at Bldg Footings per RFI 069</u> Cost to furnish and install 3/4" crushed rock at new equip enclosure bldg footings per RFI 69	070	\$9,005.84	Scope Change	0

PCCO 07 TOTAL: \$421,656.75

PCCO 07 SCHED IMPACT: 92

ALL PCCOs GRAND TOTAL: \$5,072,890.02

ALL PCCOs SCHED IMPACT: 497

PCCO 05 - CHANGE ORDER LOG

PROJECT Alameda High School Fencing

DISTRICT AUSD

CONTRACTOR Alten Construction

IOR Romer Panaguiton & Andrew J. Washington

PCCO #	Description	PCO #	PCO Amount	Change Reason	Schedule Impact
005	<u>Column Footing Location Adjustment per RFI 012</u> Cost to demo existing retaining wall in conflict and off-haul debris. Additional excavation, concrete and rebar labor at footing.	15	\$11,256.48	Unforeseen Condition	0
005	<u>Credit for Letters and Logo at Columns</u> Logo and lettering at concrete columns scope was removed during the submittal process per District direction	21	\$(3,903.08)	Scope Change	0
PCCO 05 TOTAL:			\$7,353.40	PCCO 05 SCHED IMPACT:	0
ALL PCCOs GRAND TOTAL:			\$615,541.25	ALL PCCOs SCHED IMPACT:	0



Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and Brelje and Race Consulting Engineers (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- 1. Services.** The CONTRACTOR shall provide the following services (include full scope, location, & to whom services are provided):

The CONTRACTOR to provide professional environmental consulting services for the Alameda High School Athletic Field Measure B Project including initial CEQA public outreach and holding a public information meeting to inform the community about the project to answer any questions and to better understand any concerns. This outreach will inform the scope of the subsequent California Environmental Quality Act (CEQA) analysis.

- 2. Terms.** The term of this agreement shall be from 1/26/26 (or the day immediately following approval by the Superintendent or Assistant Superintendent(s) per (Education Code(s) §35161 and §17604) if the aggregate amount CONTRACTOR contracted with AUSD is below \$114,800; or, approval by the Board of Education if the total contract(s) exceeds \$114,800) to 1/31/27. The work shall be completed no later than 12/31/26.

- 3. Compensation.** This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs. **Select one of the following:**

- 3.1.1 ☒ CONTRACTOR is providing services for a flat fee which shall not exceed \$ 30,900.00.
- 3.1.2 ☐ CONTRACTOR will be compensated at an hourly rate. CONTRACTOR will provide a maximum hours of service at a rate of \$ ____ /hour for a total not to exceed \$ ____.
- 3.1.3 ☐ Other: _____.

AUSD shall pay costs for the following equipment, materials or supplies used by CONTRACTOR in performing services: n/a

which shall not exceed a total cost of \$ ____.

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by AUSD and in that case must be replaced by CONTRACTOR without delay.

4. Strategic Alignment. Select one of the following:

4.1 ☐ **School-based Agreements:** How does this service support academic goals and increase student achievement as described in the Board-approved School Site Plan? _____

4.2 ☒ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? Providing professional consulting services needed for the project.

5. Conduct of Contractor. CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications as identified prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9.


5.1 Tuberculosis Screening. Select one of the following:

5.1.1 ☐ TB Clearance shall be provided to AUSD prior to starting work; or

5.1.2 ☐ Records are already on file; or

5.1.3 ☐ CONTRACTOR certifies that they require all employees or subcontractors to complete TB testing and maintain such records; or

5.1.4 ☒ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students more than eight (8) hours.

 (CONTRACTOR initials)

MP (AUSD Representative Acknowledgment)

5.2 Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the AUSD under this Agreement."

Fingerprinting of Employees and Agents. Select one of the following:

- 5.2.1 ☐ Fingerprint Clearance will be completed through AUSD prior to starting work; or
- 5.2.2 ☐ Records are already on file with AUSD; or.
- 5.2.3 ☐ CONTRACTOR certifies that they require all employees or subcontractors to complete fingerprinting and maintains such records; or
- ☒ **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 5.2 as:
- ☐ CONTRACTOR staff will have no contact or interactions with students outside of the immediate and constant supervision and control of the pupil's parent or guardian or a school employee; or
- ☒ CONTRACTOR services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and CONTRACTOR'S employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to services under this Agreement:

BB (CONTRACTOR initials)

MP (AUSD Representative Acknowledgment)

5.3 Removal of CONTRACTOR's Employee(s). In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR-related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. Insurance. The CONTRACTOR shall procure and maintain the following insurance coverage at all times. Failure to provide documentation or maintain coverage during the contract's term will result in termination. **Insurance Approved:**

Initial
DK

6.1 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services in conformance with the laws of the State of California and Federal laws when applicable. Workers' Compensation shall meet statutory requirements and Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence. **Select one of the following:**

- ☒ The CONTRACTOR is aware of and in compliance of the provisions of Section 3700 of the Labor Code and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement.

***CONTRACTOR acknowledgment** BB

- ☐ The CONTRACTOR is exempt from Workers' Compensation Requirements as a Sole proprietor or Independent Contractor with no employees.

6.2 General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and when applicable, Automobile Liability Insurance (Any Auto) that shall protect the CONTRACTOR and AUSD, from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Service with a minimum requirement of One Million Dollars (\$1,000,000) per occurrence. Certain professional services provided through this Agreement may require higher cover limits as determined by AUSD.

***CONTRACTOR acknowledgement** BB

6.3 Professional Liability Insurance. If CONTRACTOR is providing AUSD professional or advice or consultation for implementation under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

☐ **Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance due to the scope of services in this Agreement.

_____ (CONTRACTOR initials)
_____ (AUSD Representative Acknowledgment)

6.4 Proof of Carriage of Insurance. CONTRACTOR shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been provided to AUSD and approved by AUSD. Certificates and insurance policies shall include the following:

- 6.4.1** A clause stating: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the AUSD, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”
- 6.4.2** An endorsement stating that the AUSD are named additional insureds under all policies except Workers’ Compensation Insurance, Professional Liability, and Employers’ Liability Insurance. An endorsement shall also state that the Contractor’s insurance policies shall be primary to any insurance or self-insurance maintained by the AUSD.
- 6.4.3** All policies shall be written on an occurrence form.
- 6.4.4** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the AUSD.

7. Notices. All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

AUSD	CONTRACTOR
Name: <u>Patterson, Monty</u>	Name: <u>Brent Beazor</u>
Title: <u>Senior Director of Construction</u>	Title: <u>President</u>
Address: <u>2060 Challenger Dr</u> <u>Alameda CA 94501</u>	Address: <u>475 Aviation Blvd Suite 120</u> <u>Santa Rosa, CA, 95403</u>
Email: <u>mpatterson@alamedaunified.org</u>	Email: <u>beazor@brce.com</u>

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address.

8. Invoicing. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD.

8.1 Invoices shall be emailed directly to accounts payable@alamedaunified.org or mailed to Attn: Accounts Payable at 2060 Challenger Drive, Alameda, CA 94501. Invoice shall include but not be limited to: consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.

9. Licenses and Permits. CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

10. Contractor Qualifications / Performance of Services.

10.1 Contractor Qualifications. CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.

10.2 Standard of Care. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California schools.

11. Status of Contractor. This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR certifies that s/he performs work that is outside the usual course of the AUSD's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.

12. Assignment. The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.

13. Site Access/Security. While providing services as set forth in this contract, it may be determined that keys are necessary for access or emergency response. In the event that keys are approved to be issued to the CONTRACTOR, the CONTRACTOR acknowledges and agrees to the responsibility of securely maintaining said keys. The CONTRACTORS' duty, along with its employees or subcontractors if applicable, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the organization must report the incident to the AUSD in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with AUSD terminate or expire, all individuals must return all keys to the original issuer on their final day. The CONTRACTOR assumes all liability for re-keying costs at any AUSD school site associated with the use, loss, or failure to return AUSD keys, including the potential of reduced or withheld invoice payments if necessary.

14. Anti-Discrimination. It is the policy of AUSD that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.

- 15. Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORs, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 16. Indemnification.** CONTRACTOR agrees to defend, indemnify and hold harmless AUSD, its Board, trustees, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR or its sub-Contractors, and any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the services of the CONTRACTOR, whether authorized by this Agreement or not. CONTRACTOR further agrees to waive all rights of subrogation against AUSD. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of AUSD or any of its agents or employees
- 17. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artworkcopy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.
- 18. Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 19. Termination.** AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.
- 20. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 21. AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:
 - 21.1** Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - 21.2** Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor.

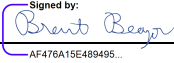
- 22. Limitation of AUDS Liability.** Other than as provided in this Agreement, AUDS's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall AUDS be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 23. Confidentiality.** CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. In the event CONTRACTOR receives student data protected by the Family Educational Rights and Privacy Act ("FERPA"), Provider shall abide by Education Code section 49073, including the following: (a) Provider shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data (b) Provider shall delete or otherwise dispose of student data in its possession after the termination of services under this Agreement (c) Provider shall undertake reasonable precautions to protect the student data and shall promptly report to the AUDS any unauthorized access to the student data.
- 24. Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable AUDS policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUDS to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement. In the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUDS's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUDS of this information.
- 25. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. Litigation.** This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. Agreement Contingent on Governing Board Approval.** The AUDS shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the AUDS's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.
- 28. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

- 29. Contract Publicly Posted.** This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public online via the Internet.
- 30. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List.
- 31. Force Majeure.** At the AUSD's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The AUSD shall not be responsible for any costs associated with this Agreement while performance is so excused.
- 32. Other.** Additional terms attached or edits to must be approved by AUSD.

I. SITE

CONTRACTOR

Print Name &Title: Brent Beazor President

CONTRACTOR Signature:  Date: 2/2/2026

SOURCE OF FUNDS (check appropriate):

Unrestricted Funds ☐ Restricted Funds ☒

Budget Code(s): 21-9505-0-0000-8500-6140-022-68-3033

More than one budget code? ☐

III. BOARD DELEGATES

- ☐ Superintendent, Pasquale Scuderi
- ☐ Assistant Superintendent of Human Resources, Tim Erwin
- ☐ Assistant Superintendent of Educational Services, Kirsten Zazo
- ☒ Assistant Superintendent of Business Services, Shariq Khan

 2/9/2026
Signature of Superintendent or Assistant Superintendent Date

IV. BOARD

BOE Approval Required for Contracts Equal To Or Greater Than \$114,800:

Signature of President, Board of Education Date

Signature of Secretary, Board of Education Date



Addendum to Professional Services Agreement for Particular Services

☐

33. ADDITIONAL INSURANCE REQUIREMENTS

In addition to requirements as detailed in 6. Insurance, CONTRACTOR will maintain separate insurance coverage for sexual misconduct, molestation, and abuse; coverage with combined single limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate or provide policy documentation evidences this coverage is not excluded from the CONTRACTORS' general or professional liability policies.

☐

34. TRAINING/CERTIFICATIONS

Contractor certifies that staff providing services to the District shall arrive trained and certified for the service provided; including the Child Abuse and Neglect Reporting Act (CANRA) as Mandated Reporters as stated in California Penal Code § 11164 – 11174. Should Contractor choose to send staff to District sponsored training, those hours will not be paid by the District.

☐

35. PARAPROFESSIONAL MINIMUM QUALIFICATIONS

Should CONTRACTOR employ paraprofessional staff, all paraprofessionals (instructional and non-instructional) placed at the District must meet the following minimum requirements for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education or other COE as approved by the District. Such evidence of qualifications (diploma, County record) shall be provided by CONTRACTOR for a signed PSA or Master PSA Assignment Addendum. Contractors who provide paraprofessionals without this qualification do so with no expectation of the District compensating services beyond their minimum rate.

☐

36. CONTRACT APPROVAL REQUIREMENTS

CONTRACTOR shall only provide services to the District as agreed to in a fully-executed PSA or Master PSA Assignment Addendum. CONTRACTORS who provide staff for services for service without an executed PSA or MPSA Assignment Addendum, or provide staff for services that differ from such, do so with no expectation of payment. The District will not compensate any service that did not have a fully executed PSA or Master PSA Addendum, even should that service have been requested by staff verbally or through email, etc. Only an agreement signed by an Assistant Superintendent of the District or the President of Education are authorized. The District will not retro-date an agreement to cover these scenarios.

☐

37. WORK HOURS

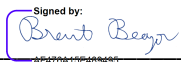
All staff of CONTRACTOR will be contracted a six (6) or seven (7) hour workday. CONTRACTOR staff may not adjust daily or weekly hours and the District will only approve and process payment for the contracted hours per day, any hours outside are understood to be provided with no expectation of compensation.

☐

38. INVOICING

In addition to invoicing terms stated in 8. Invoices, agencies staffing District positions, each must be invoiced separately and include the District PO number. The invoice must contain backup documentation indicating hours worked each day and work location in a format acceptable to the District for payment to be processed.

CONTRACTOR

Signed by: 
Signature: _____

Printed Name: Brent Beazor

Title: President

☒

Additional Terms Added



33. Additional Compensation and Invoicing Requirements

33.1 Contractor's Fee. Contractor's fee for the performance of Services under this Agreement shall be based on an hourly rate and/or per unit basis. ALSD agrees to reimburse the Contractor for Services substantially performed pursuant to this Agreement on a per project basis, for a total amount not to exceed \$17,000,000. ALSD shall not be liable for any amount in excess of the Total Fee, except as otherwise provided in this Section. All compensation shall be subject to the conditions and limitations described herein.

33.2 Monthly Invoicing Requirements. Contractor shall submit itemized monthly invoices detailing Service charges and any allowable expenses for the prior month. Each invoice shall:

- Identify the specific basis for payment;
- Reflect the actual hours worked per day, by individual, for each task;
- Itemize reimbursable expenses, if any; and
- Be submitted no later than three (3) months after the month in which the services were performed. ALSD shall not be obligated to pay any amounts for services performed within this timeframe.

33.3 Substantiation of Hourly Services. Contractor shall provide appropriate substantiation for all hourly services rendered, including detailed descriptions of the work performed and corresponding time entries, may be required at the ALSD's discretion pending full compliance. The contractor bears the burden of proof for all invoiced services.

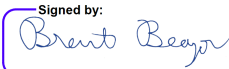
33.4 Hourly Rates. Contractor's hourly billing rates shall include all overhead, administrative costs, and profit. These rates shall remain fixed and not subject to escalation for the entire term of the Agreement, unless amended in writing by mutual agreement of the Parties.

33.5 Extra Services. Services performed by the Contractor that are outside the original scope of this Agreement shall be considered "Extra Services." No payment shall be due for unauthorized services, and should Extra Services occur the contract to exceed the Total Fee, an amendment to the FCA is required.

33.6 Substantiation of Extra Services. Contractor shall provide documentation and evidence of all Extra Services performed on a task basis to the satisfaction of ALSD. This includes but is not limited to: daily task worksheets, and any other information reasonably requested by ALSD. Invoices failing to comply may be returned without compliance is achieved.

33.7 ALSD shall not be liable for any invoice that is untimely, lacks proper substantiation, or exceeds the authorized Total Fee or Extra Service. Contractor waives any right to payment for services not authorized.

Acknowledgment of these additional terms

Signed by: 
Contractor: _____
AE476A15E480405

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Bill Warrants and Payroll Registers

Item Type: Consent

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

The attached register contains information for all bills and warrants from January 14 to January 26, 2026, except for *sixty (60)* 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 \$7,439,083.67.

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	2/18/2026	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of CSBA Recommended Updates to Board Policies Reviewed at the February 4, 2026 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, with Special Releases throughout the year as needed. 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 February 4th and are being recommended for approval by the full Board. Administrative Regulations and Exhibits typically do not require Subcommittee or Board approval unless there are significant changes effecting district operations.

- BP 0440 District Technology Plan (NEW to replace current AR)
- BP 0441 Artificial Intelligence (NEW)
- BP/AR 0450 Comprehensive School Safety Plan
- BP 1114 District Sponsored Social Media
- BP/AR 1340 Access to District Records
- BP/AR 1445 Response to Immigration Enforcement (NEW - replacing BP/AR 5145.3)
- BP 2120 Superintendent Recruitment and Selection
- BP 4000 Concepts and Roles
- BP 5000 Concepts and Roles
- BP 5020 Parent Rights and Responsibilities
- BP/AR 5113.12 District School Attendance Review Board (NEW)
- BP 5113.2 Work Permits
- BP 5117 Interdistrict Attendance
- BP/AR 5125 Student Records
- BP/AR/E 5125.1 Release of Directory Information
- BP 5138 Conflict Resolution/Peer Mediation
- BP 5141 Health Care and Emergencies
- BP 5142 Safety
- BP/AR 5145.13 Response to Immigration Enforcement

(DELETE - being replaced with NEW BP/AR 1445 above)

- BP 6020 Parent Involvement

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

ATTACHMENTS:

Description	Upload Date	Type
❑ BP 0440_District Technology Plan (NEW)	2/11/2026	Backup Material
❑ BP 0441_Artificial Intelligence (NEW)	2/11/2026	Backup Material
❑ BP/AR 0450_Comprehensive School Safety Plan	2/11/2026	Backup Material
❑ BP 1114_District Sponsored Social Media	2/11/2026	Backup Material
❑ BP/AR_1340 Access to District Records	2/11/2026	Backup Material
❑ BP/AR 1445_Response to Immigration Enforcement_NEW	2/11/2026	Backup Material
❑ BP 2120_Superintendent Recruitment and Selection	2/11/2026	Backup Material
❑ BP 4000_Concepts and Roles	2/11/2026	Backup Material
❑ BP 5000_Concepts and Roles	2/11/2026	Backup Material
❑ BP 5020_Parent Rights and Responsibilities	2/11/2026	Backup Material
❑ BP/AR 5113.12_District School Attendance Review Board_NEW	2/11/2026	Backup Material
❑ BP 5113.2_Work Permits	2/11/2026	Backup Material
❑ BP 5117_Interdistrict Attendance	2/11/2026	Backup Material
❑ BP/AR 5125_Student Records	2/11/2026	Backup Material

▣	BP/AR/E 5125.1_Release of Directory Information	2/11/2026	Backup Material
▣	BP 5138_Conflict Resoltuion_Peer Mediation	2/11/2026	Backup Material
▣	BP 5141_Health Care and Emergencies	2/11/2026	Backup Material
▣	BP 5142_Safety	2/11/2026	Backup Material
▣	BP/AR 5145.13_Response to Immigration Enforcement_DELETE	2/11/2026	Backup Material
▣	BP 6020_Parent Involvement	2/11/2026	Backup Material

Policy 0440: District Technology Plan

Status: ADOPTED

Original Adopted Date: 06/01/1995 | **Last Revised Date:** 06/01/2025 | **Last Reviewed Date:** 06/01/2025

The Governing Board recognizes that technological resources, including resources that utilize artificial intelligence (AI), can enhance student achievement by increasing student access to information, supporting teacher effectiveness, and facilitating the administration of student assessments. Effective use of technology can also increase the efficiency of the district's non-instructional operations and governance. However, the Board also recognizes the potential for technological resources to undermine student achievement, health, and well-being.

The Superintendent shall ensure that technological resources provided to students and staff be aligned to district goals, objectives, and academic standards and shall be used in a safe and responsible manner. Students and staff shall be allowed to use such technology in accordance with district policies, including, but not limited to, policies on AI, academic honesty, data privacy, nondiscrimination, copyright protections, student use of technology, and employee use of technology.

The Superintendent or designee shall develop, and regularly propose revisions to, a comprehensive technology plan based on an assessment of current uses of technology in the district and an identification of future needs, which shall be submitted to the Board for consideration and approval. The Superintendent or designee may appoint an advisory committee consisting of a variety of staff and community stakeholders to assist with the development of the technology plan.

The district's technology plan shall include, but not be limited to, the following:

1. What technological resources will be utilized by the district
2. How these technological resources will be equitably accessible to all students and staff and to all schools
3. How these technological resources will be used to improve educational services
4. What professional development opportunities or materials regarding these technological resources will be made available to staff
5. How AI may be used by students and staff in accordance with Board Policy 0441 - Artificial Intelligence, Board Policy/Exhibit (1) 4040 - Employee Use Of Technology, Board Policy 5131.9 - Academic Honesty, and Board Policy/Exhibit (1) 6163.4 - Student Use Of Technology
6. How students will acquire the knowledge and skills sufficient for digital citizenship, social media and AI literacy, and identifying online misinformation

7. How the district will prevent and respond to cyberattacks, address other cybersecurity concerns, and what steps students and staff can take to enhance security of the systems they use

The district's technology plan shall be integrated into the district's vision and goals for student learning and shall contain research-based strategies and methods for the effective use of technology. When required for state or federal grant programs in which the district participates, the plan shall also address all components required for receipt of such grants.

The Superintendent or designee shall ensure that any use of technological resources in the district protects the private and confidential information of students and employees in accordance with law.

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

Bus. and Prof. Code 22584-22585

Civ. Code 3120-3123

Ed. Code 10550-10555

Ed. Code 11800

Ed. Code 35266

Ed. Code 48901.8

Ed. Code 48985.5

Ed. Code 49060-49085

Ed. Code 51006

Ed. Code 51007

Ed. Code 51865

Ed. Code 60010

Gov. Code 11549.3

Gov. Code 8586.5

Pen. Code 502

Federal

16 CFR Part 312

Description

[Student Online Personal Information Protection Act](#)

[Digital Bill of Rights](#)

[Telecommunications standards](#)

[K-12 High Speed Network grant program](#)

Cybersecurity

Social media; limitations or prohibitions

Fentanyl and synthetic drugs danger notification

[Student records](#)

[Computer education and resources](#)

[Programs to strengthen technological skills](#)

[California distance learning policy](#)

[Instructional materials; definition](#)

[Office of Information Security](#)

Office of Emergency Services; California Cybersecurity Information Center

[Computer crimes; remedies](#)

Description

[Children's Online Privacy Protection Rule](#)

20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1232h	Privacy rights
20 USC 7101-7122	Student Support and Academic Enrichment Grants
34 CFR Part 99	Family Educational Rights and Privacy
47 CFR 54.500-54.523	Universal service support for schools
47 USC 223	Use of technology in obscene or harassing manner
47 USC 254	Universal service discounts (E-rate)
Management Resources	Description
California Department of Education Publication	Empowering Learning: A Blueprint for California Education Technology 2014-2017, April 2014
California Department of Education Publication	California K-12 Education Technology Plan Template, Criteria, and Guiding Questions, November 2015
Court Decision	McMahon v. Albany Unified School District (2002) 104 Cal.App.4th 1275
Website	California Cybersecurity Integration Center
Website	California Office of Emergency Services
Website	CSBA District and County Office of Education Legal Services
Website	Technology Information Center for Administrative Leadership
Website	California Department of Education, Education Technology Office
Website	California Educational Technology Professionals Association
Website	Computer-Using Educators
Website	Federal Communications Commission
Website	CSBA

Cross References

Code	Description
0000	Vision
0200	Goals For The School District

0400	Comprehensive Plans
0415	Equity
0441	Artificial Intelligence
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0500	Accountability
1113	District And School Websites
1113	District And School Websites
1113	District And School Websites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1340	Access To District Records
1340	Access To District Records
3100	Budget
3100	Budget
3260	Fees And Charges
3260	Fees And Charges
3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3311.4	Procurement Of Technological Equipment
3312	Contracts
3512	Equipment
3512	Equipment
3580	District Records
3580	District Records
4040	Employee Use Of Technology
4040	Employee Use Of Technology
4112.6	Personnel Files

4131	Staff Development
4212.6	Personnel Files
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4231	Staff Development
4312.6	Personnel Files
4331	Staff Development
5125	Student Records
5125	Student Records
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.9	Academic Honesty
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6142.6	Visual And Performing Arts Education
6142.92	Mathematics Instruction
6142.93	Science Instruction
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6162.54	Test Integrity/Test Preparation
6162.6	Use Of Copyrighted Materials
6162.6	Use Of Copyrighted Materials
6163.1	Library Media Centers
6163.4	Student Use Of Technology
6163.4	Student Use Of Technology
6178	Career Technical Education

6178	Career Technical Education
6200	Adult Education
6200	Adult Education
7000	Concepts And Roles
7214	General Obligation Bonds
7214	General Obligation Bonds
9140	Board Representatives

Policy 0441: Artificial Intelligence

Status: ADOPTED

Original Adopted Date: 06/01/2025 | **Last Reviewed Date:** 06/01/2025

The Governing Board recognizes the transformative potential of artificial intelligence (AI) to increase student access to information, support teacher effectiveness, and facilitate the administration of student assessments, as well as the potential for AI to undermine student achievement, health, and well-being. Therefore, the Board is committed to supporting the use of AI by students and staff in accordance with the following principles:

1. **Student-Centered:** AI should be used to personalize and enhance the learning experience for each student and to support digital citizenship and literacy
2. **Staff-Centered:** AI should be used as a tool to augment and support, rather than replace, staff in the performance of their duties and responsibilities
3. **Ethical Use and Transparency:** AI should be used ethically and transparently by all staff and students, with careful consideration of potential biases, and in compliance with all applicable intellectual property and copyright laws
4. **Accountability and Responsibility:** AI should be used in a manner that ensures accountability by those who use it and that those who use it are responsible for such use, including when and how it is used
5. **Equity and Access:** AI should be implemented in a manner that ensures equitable access and opportunity for all students, regardless of background or ability, and for all schools across the district
6. **Secure and Private:** The district should prioritize security and privacy when changing existing practices or adopting new practices regarding AI
7. **Professional Development:** The district should provide ongoing professional development for staff in all aspects of AI, with a particular focus on the ethical and responsible use of AI
8. **Stakeholder Engagement:** The district should engage with the community to share these principles, to educate the community on AI, and to discuss the permitted and prohibited uses of AI in the district
9. **Continuous Improvement:** The district should regularly evaluate the use of AI by students and staff, and adapt its policies, procedures, and professional development to align with best practices and evolving technologies

The Superintendent shall ensure that the use of AI in the district is consistent with this policy, Board Policy 0440 - District Technology Plan, Board Policy/Exhibit (1) 4040 - Employee Use of Technology, Board Policy 5131.9 - Academic Honesty, Board Policy 6154 - Homework/Makeup Work, Board Policy 6162.5 - Student Assessment, and Board Policy/Exhibit (1) 6163.4 - Student Use of Technology.

Artificial intelligence means an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer, from the input it receives, how to generate outputs that can influence physical or virtual environments. (Education Code 33328.5)

Policy Reference Disclaimer:

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State

Bus. and Prof. Code 22584-22585

Ed. Code 10550-10555

Ed. Code 11800

Ed. Code 33328.5

Ed. Code 49060-49085

Ed. Code 51006

Ed. Code 51007

Ed. Code 51865

Ed. Code 60010

Pen. Code 502

Federal

16 CFR Part 312

20 USC 1232g

20 USC 1232h

20 USC 7101-7122

34 CFR Part 99

47 CFR 54.500-54.523

47 USC 254

Management Resources

Website

Website

Description

[Student Online Personal Information Protection Act](#)

[Telecommunications standards](#)

[K-12 High Speed Network grant program](#)

Statewide AI Task Force

[Student records](#)

[Computer education and resources](#)

[Programs to strengthen technological skills](#)

[California distance learning policy](#)

[Instructional materials; definition](#)

[Computer crimes; remedies](#)

Description

[Children's Online Privacy Protection Rule](#)

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

[Privacy rights](#)

Student Support and Academic Enrichment Grants

[Family Educational Rights and Privacy](#)

[Universal service support for schools](#)

[Universal service discounts \(E-rate\)](#)

Description

CSBA AI Task Force

U.S. Congress Bipartisan House Task Force Report on Artificial Intelligence

Website	Federal Communications Commission Cybersecurity Resource Recommendations
Website	Computer-Using Educators (CUE)
Website	California IT in Education (CITE)
Website	California Department of Education, Learning With IA, Learning About AI
Website	CSBA District and County Office of Education Legal Services
Website	Technology Information Center for Administrative Leadership
Website	California Department of Education, Education Technology Office
Website	CSBA

Cross References

Code	Description
0000	Vision
0200	Goals For The School District
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1113	District And School Websites
1113	District And School Websites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1340	Access To District Records
1340	Access To District Records
3100	Budget

3100	Budget
3260	Fees And Charges
3260	Fees And Charges
3311.4	Procurement Of Technological Equipment
3312	Contracts
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3512	Equipment
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4040	Employee Use Of Technology
4040	Employee Use Of Technology
4112.6	Personnel Files
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4212.6	Personnel Files
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4222	Teacher Aides/Paraprofessionals
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4312.6	Personnel Files
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5125	Student Records
5125	Student Records
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5131.2	Bullying
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6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
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6142.92	Mathematics Instruction
6142.93	Science Instruction
6161.1	Selection And Evaluation Of Instructional Materials

6161.1	Selection And Evaluation Of Instructional Materials
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6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6162.54	Test Integrity/Test Preparation
6162.6	Use Of Copyrighted Materials
6162.6	Use Of Copyrighted Materials
6163.1	Library Media Centers
6163.4	Student Use Of Technology
6163.4	Student Use Of Technology
6178	Career Technical Education
6178	Career Technical Education
6200	Adult Education
6200	Adult Education

Policy 0450: Comprehensive Safety Plan

Status: ADOPTED

Original Adopted Date: 11/~~15/2016~~01/2011 | Last Revised Date: ~~10/28/2025~~01/01/2026 |
Last Reviewed Date: ~~10/28/2025~~01/01/2026

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.

OPTION 1: (Districts with more than 2,500 ADA, and districts with 2,500 or less ADA that choose to develop school site plans)

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.

OPTION 1 ENDS HERE

OPTION 2: (Districts with 2,500 or less ADA that choose to develop a districtwide plan)

The Superintendent or designee shall be responsible for the development of a districtwide comprehensive safety plan that is applicable to each school site. (Education Code 32281)

OPTION 2 ENDS HERE

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 on the CSSP 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 administrator~~ the Superintendent or designee in accordance with Education Code 32281. In developing such strategies, ~~district administrator~~ the Superintendent or designee 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~~ need 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~~
Additionally, 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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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.

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.

OPTION 1: (Districts with more than 2,500 ADA, and districts with 2,500 or less ADA that choose to develop school site plans)

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.

OPTION 1 ENDS HERE

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 training on the CSSP 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 affected school premises, and apprehend criminal perpetrator(s), shall be developed by the Superintendent or designee in accordance with Education Code 32281. In developing such strategies, the Superintendent or designee 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 need 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)

Additionally, the Superintendent or designee shall 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)

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 11987-11987.7	<u>School Community Violence Prevention Program requirements</u>
5 CCR 11992-11993	<u>Persistently dangerous schools; definition</u>
CA Constitution Article 1, Section 28	<u>Right to Safe Schools</u>
Ed. Code 200-262.4	<u>Prohibition of discrimination</u>
Ed. Code 32260-32262	<u>Interagency School Safety Demonstration Act of 1985</u>
Ed. Code 32270	<u>School safety cadre</u>
Ed. Code 32280-32289.5	<u>School safety plans</u>
Ed. Code 32290	<u>Safety devices</u>
Ed. Code 35147	<u>School site councils and advisory committees</u>
Ed. Code 35183	<u>School dress code; uniforms</u>
Ed. Code 35266	<u>Reporting of cyberattacks</u>
Ed. Code 35291	<u>Rules</u>

Regulation 0450: Comprehensive Safety Plan

Status: ADOPTED

Original Adopted Date: 11/~~15/2016~~01/2011 | Last Revised Date: ~~08/12/2025~~01/01/2026 |
Last Reviewed Date: ~~08/12/2025~~01/01/2026

Development and Review of Comprehensive School Safety Plan

The school site council shall consult with local law enforcement, the local fire department, and other first responders in the writing and development of the comprehensive school safety plan (CSSP). When practical, the school site council shall also consult with other school site councils and safety planning committees. ~~(Education Code 32281, 32282)~~ (Education Code 32281, 32282)

Additionally, the school site council may invite community leaders, local emergency medical services personnel, the district's public entity risk pool joint powers authority or insurance provider, and other persons who may be interested in the health and safety of students and the prevention of campus crime and violence to participate in the planning process. (Education Code 32280)

The school site council may delegate the responsibility for developing a CSSP to a school safety planning committee composed of the following members: (Education Code 32281)

1. The principal or designee
2. One teacher who is a representative of the recognized certificated employee organization
3. One parent/guardian whose child attends the school
4. One classified employee who is a representative of the recognized classified employee organization
-
5. Other members, if desired

Before adopting the CSSP, the school site council or school safety planning committee shall hold a public meeting at the school in order to allow members of the public the opportunity to express an opinion about the plan. (Education Code 32288)

The school site council or safety planning committee shall notify, in writing, the following persons and entities of the public meeting: , if available: (Education Code 32288)
-

1. The local mayor
2. A representative of the local school employee organization
3. A representative of each parent/guardian organization at the school, including the parent teacher association and parent teacher clubs
4. A representative of each teacher organization at the school
5. A representative of the school's student body government
6. All persons who have indicated that they want to be notified

~~In addition~~ Additionally, the school site council or safety planning committee may notify, in writing, the following entities of the public meeting: (Education Code 32288)

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1. Representatives of local religious organizations
2. Local civic leaders
3. Local business organizations

After the first evaluation or review is conducted, and after each annual evaluation or review, a school employee, a student's parent/guardian or educational rights holder, or a student may bring concerns about an individual student's ability to access disaster safety procedures described in the CSSP to the principal. ~~-~~ (Education Code 32282)

If the principal determines there is merit to a concern, the principal shall direct the school site council or school safety planning committee ~~;~~ to make appropriate modifications to the CSSP during the evaluation of the CSSP. The principal may direct the school site council or the school safety planning committee to make such modifications before the evaluation, as appropriate. ~~-~~ (Education Code 32282)

Content of the Comprehensive Safety Plan

Each CSSP shall include an assessment of the current status of any crime committed on campus and at school-related functions. (Education Code 32282)

The assessment may include, but not be limited to, ~~reports of~~ law enforcement crime data, suspension and expulsion rates, and surveys of students, parents/guardians, and staff regarding their perceptions of school safety.

The plan shall identify appropriate strategies and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety, including all of the following: (Education Code 32282)

1. Child abuse or neglect reporting procedures consistent with Penal Code 11164-11174.3, including procedures specifically designed to address the supervision and protection of children from child abuse or neglect or sex offenses
2. Routine and emergency disaster procedures including, but not limited to:
 - a. Adaptations for students with disabilities in accordance with the Americans with Disabilities Act, the federal Individuals with Disabilities Education Act, and Section 504 of the federal Rehabilitation Act of 1973
 -
 - b. An earthquake emergency procedure system as specified
 - c. A procedure to allow public agencies, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare
~~In addition, Education Code 32282, as amended by AB 2968, requires schools serving more than 50 students in a high or very high fire hazard severity zone, to coordinate such procedure with state emergency services organizations, and as a part of the CSSP to develop a communication and evacuation plan to be used in the event of an early notice evacuation warning.~~
 - d. Commencing with the 2026-27 school year, a procedure to identify appropriate refuge shelter for all students and staff to be used in the event of an evacuation order and, for any school in a high or very high fire hazard severity zone, a communication and evacuation plan to be used in the event of an early notice evacuation warning that allows enough time to evacuate all students and staff
3. Policies pursuant to Education Code 48915(d) for students who commit an act listed in Education Code 48915(c) and other school-designated serious acts that would lead to suspension, expulsion, or mandatory expulsion recommendations
4. Procedures to notify teachers of dangerous students pursuant to Education Code 49079
-
5. A policy consistent with the prohibition against discrimination, harassment, intimidation, and bullying pursuant to Education Code 200-262.4
6. If the school has adopted a dress code prohibiting students from wearing "gang-related apparel" pursuant to Education Code 35183, the provisions of that dress code and the definition of "gang-related apparel"
7. Procedures for safe ingress and egress of students, parents/guardians, and employees to and from school
8. A safe and orderly school environment conducive to learning
9. The rules and procedures on school discipline adopted pursuant to Education Code 35291 and 35291.5
-

10. Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on campus and at school-related functions-

11. If procedures to prepare for active shooters or other armed assailants by conducting a drill are included in the CSSP, the CSSP shall specify that:

-

a. ~~a.~~ The school will not conduct a high-intensity drill, as defined in Education Code 32282

~~b.~~

b. Real weapons, ~~gunfire~~ blanks, or explosions will not be used in the conducting of the drill

~~c.~~

c. A trauma-informed approach as specified in Education Code 32282 will be used in the design and execution of any drill

-

12.

Procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school:

12.13. Procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds

14. Procedures specifically designed to notify parents/guardians and district staff when the school confirms that an officer or employee of an agency conducting immigration enforcement is on school grounds as specified in Education Code 32282

13.15. For schools that serve students in any of grades 7-12, a protocol in the event a student is suffering or is reasonably believed to be suffering from an opioid overdose

14.16. An instructional continuity plan to establish communication with students and their families and provide instruction to students when in-person instruction is disrupted due to an emergency, as specified in Education Code 32282

17. Explicit procedures to prohibit the use of smartphones in the case of an emergency or in response to a perceived threat of danger if such use is prohibited in Board Policy 5131.8 - Mobile Communication Devices (Education Code 48901.7)

Among the strategies for providing a safe environment, the ~~comprehensive safety plan~~ CSSP may also include:

1. Development of a positive school climate that promotes respect for diversity, personal and social responsibility, effective interpersonal and communication skills, self-esteem, anger management, and conflict resolution

2. Disciplinary policies and procedures that contain prevention strategies, such as strategies to prevent bullying, hazing, and cyberbullying, as well as behavioral expectations and consequences for violations
3. Strategies aimed at preventing potential incidents involving crime and violence on school campuses, including vandalism, drug and alcohol abuse, gang membership and violence, hate crimes, bullying, including bullying committed personally or by means of an electronic act, teen relationship violence, and discrimination and harassment, including sexual harassment
4. Curriculum that emphasizes prevention and alternatives to violence, such as multicultural education, and literacy, character/values education, social and emotional learning, media analysis skills, conflict resolution, community service learning, and education related to the prevention of dating violence
5. Parent/guardian and community involvement strategies, including strategies to help ensure parent/guardian support and reinforcement of the school's rules and increase the number of adults on campus
6. Provision of safety materials and emergency communications in language(s) understandable to parents/guardians
7. Annual notification to parents/guardians related to the safe storage of firearms
8. Prevention and intervention strategies related to the sale or use of drugs and alcohol which shall reflect expectations for drug-free schools and support for recovering students
9. Collaborative relationships among the city, county, community agencies, local law enforcement, the judicial system, and the schools that lead to the development of a set of common goals and community strategies for violence prevention instruction
10. District policy prohibiting the possession of firearms and ammunition on school grounds
11. Measures to prevent or minimize the influence of gangs on campus-
12. Procedures for receiving verification from law enforcement when a violent crime or sex offense has occurred on school grounds and for promptly notifying parents/guardians and employees of that crime
13. Procedures for the early identification and threat assessment of, and appropriate response to, suspicious and/or threatening digital media content
14. Assessment of the school's physical environment, including a risk management analysis and development of ground security measures such as procedures for closing campuses to outsiders, installing surveillance systems, securing the campus perimeter, protecting buildings against vandalism, and providing for a law enforcement presence on campus
15. Independent security assessment of the school's school's network infrastructure and selected web applications to identify vulnerabilities and provide recommendations to improve cybersecurity-

16. Guidelines for the roles and responsibilities of mental health professionals, athletic coaches, community intervention professionals, school counselors, school resource officers, and police officers on school campuses.

Guidelines may include, but are not limited to, the following:

- a. Strategies to create and maintain a positive school climate, promote school safety, and increase student achievement
- b. Strategies to prioritize mental health and intervention services, restorative and transformative justice programs, and positive behavior interventions and support
- c. Protocols to address the mental health care of students who have witnessed a violent act at any time, including, but not limited to, while on school grounds, while coming or going from school, during a lunch period whether on or off campus, or during or while going to or coming from a school-sponsored activity

17. Strategies for suicide prevention and intervention

18. District policy and/or plan related to pandemics

19. Procedures to implement when a person interferes with or disrupts a school activity, remains on campus after having been asked to leave, or creates a disruption with the intent to threaten the immediate physical safety of students or staff

20. Crisis prevention and intervention strategies, which may include the following:

- a. Identification of possible crises that may occur, determination of necessary tasks that need to be addressed, and development of procedures relative to each crisis, including the involvement of law enforcement and other public safety agencies as appropriate
- ~~b.a.~~ Threat assessment strategies to determine the credibility and seriousness of a threat and provide appropriate interventions for the potential offender(s)
- ~~c.a.~~ Assignment of staff members responsible for each identified task and procedure
- ~~d.a.~~ Development of an evacuation plan based on an assessment of buildings and grounds and opportunities for students and staff to practice the evacuation plan
- ~~e.a.~~ Coordination of communication to schools, Governing Board members, parents/guardians, and the media
- ~~f.a.~~ Communication with parents/guardians of reunification plans and the necessity of cooperating with first responders
- ~~g.a.~~ Development of a method for the reporting of violent incidents
- ~~h.a.~~ Development of follow-up procedures that may be required after a crisis has occurred, such as counseling

21. Training on assessment and reporting of potential threats, violence prevention, and intervention techniques.

Such training shall include preparation to implement the elements of the CSSP

22. Environmental safety strategies, including, but not limited to, procedures for preventing and mitigating exposure to toxic pesticides, lead, asbestos, vehicle emissions, and other hazardous substances and contaminants

23. Continuity of operations procedures to ensure that the ~~district's~~district's essential functions are not disrupted during an emergency, to the extent possible

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 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 44010

[Sex offense; definition](#)

Ed. Code 48900-48927

[Suspension and expulsion](#)

Ed. Code 48901.7

[Smartphone limitation or prohibition](#)

Regulation 0450: Comprehensive Safety Plan

Status: ADOPTED

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

Development and Review of Comprehensive School Safety Plan

The school site council shall consult with local law enforcement, the local fire department, and other first responders in the writing and development of the comprehensive school safety plan (CSSP). When practical, the school site council shall also consult with other school site councils and safety planning committees. (Education Code 32281, 32282)

Additionally, the school site council may invite community leaders, local emergency medical services personnel, the district's public entity risk pool joint powers authority or insurance provider, and other persons who may be interested in the health and safety of students and the prevention of campus crime and violence to participate in the planning process. (Education Code 32280)

The school site council may delegate the responsibility for developing a CSSP to a school safety planning committee composed of the following members: (Education Code 32281)

1. The principal or designee
2. One teacher who is a representative of the recognized certificated employee organization
3. One parent/guardian whose child attends the school
4. One classified employee who is a representative of the recognized classified employee organization
5. Other members, if desired

Before adopting the CSSP, the school site council or school safety planning committee shall hold a public meeting at the school in order to allow members of the public the opportunity to express an opinion about the plan. (Education Code 32288)

The school site council or safety planning committee shall notify, in writing, the following persons and entities of the public meeting, if available: (Education Code 32288)

1. The local mayor
2. A representative of the local school employee organization
3. A representative of each parent/guardian organization at the school, including the parent teacher association and parent teacher clubs
4. A representative of each teacher organization at the school

5. A representative of the school's student body government
6. All persons who have indicated that they want to be notified

Additionally, the school site council or safety planning committee may notify, in writing, the following entities of the public meeting: (Education Code 32288)

1. Representatives of local religious organizations
2. Local civic leaders
3. Local business organizations

After the first evaluation or review is conducted, and after each annual evaluation or review, a school employee, a student's parent/guardian or educational rights holder, or a student may bring concerns about an individual student's ability to access disaster safety procedures described in the CSSP to the principal. (Education Code 32282)

If the principal determines there is merit to a concern, the principal shall direct the school site council or school safety planning committee to make appropriate modifications to the CSSP during the evaluation of the CSSP. The principal may direct the school site council or the school safety planning committee to make such modifications before the evaluation, as appropriate. (Education Code 32282)

Content of the Comprehensive Safety Plan

Each CSSP shall include an assessment of the current status of any crime committed on campus and at school-related functions. (Education Code 32282)

The assessment may include, but not be limited to, law enforcement crime data, suspension and expulsion rates, and surveys of students, parents/guardians, and staff regarding their perceptions of school safety.

The plan shall identify appropriate strategies and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety, including all of the following: (Education Code 32282)

1. Child abuse or neglect reporting procedures consistent with Penal Code 11164-11174.3, including procedures specifically designed to address the supervision and protection of children from child abuse or neglect or sex offenses
2. Routine and emergency disaster procedures including, but not limited to:
 - a. Adaptations for students with disabilities in accordance with the Americans with Disabilities Act, the federal Individuals with Disabilities Education Act, and Section 504 of the federal Rehabilitation Act of 1973
 - b. An earthquake emergency procedure system as specified
 - c. A procedure to allow public agencies, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during

disasters or other emergencies affecting the public health and welfare

- d. Commencing with the 2026-27 school year, a procedure to identify appropriate refuge shelter for all students and staff to be used in the event of an evacuation order and, for any school in a high or very high fire hazard severity zone, a communication and evacuation plan to be used in the event of an early notice evacuation warning that allows enough time to evacuate all students and staff
3. Policies pursuant to Education Code 48915(d) for students who commit an act listed in Education Code 48915(c) and other school-designated serious acts that would lead to suspension, expulsion, or mandatory expulsion recommendations
4. Procedures to notify teachers of dangerous students pursuant to Education Code 49079
5. A policy consistent with the prohibition against discrimination, harassment, intimidation, and bullying pursuant to Education Code 200-262.4
6. If the school has adopted a dress code prohibiting students from wearing "gang-related apparel" pursuant to Education Code 35183, the provisions of that dress code and the definition of "gang-related apparel"
7. Procedures for safe ingress and egress of students, parents/guardians, and employees to and from school
8. A safe and orderly school environment conducive to learning
9. The rules and procedures on school discipline adopted pursuant to Education Code 35291 and 35291.5
10. Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on campus and at school-related functions
11. If procedures to prepare for active shooters or other armed assailants by conducting a drill are included in the CSSP, the CSSP shall specify that:
 - a. The school will not conduct a high-intensity drill, as defined in Education Code 32282
 - b. Real weapons, gunfire blanks, or explosions will not be used in the conducting of the drill
 - c. A trauma-informed approach as specified in Education Code 32282 will be used in the design and execution of any drill
12. Procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school
13. Procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds
14. Procedures specifically designed to notify parents/guardians and district staff when the school confirms that an officer or employee of an agency conducting immigration

enforcement is on school grounds as specified in Education Code 32282

15. For schools that serve students in any of grades 7-12, a protocol in the event a student is suffering or is reasonably believed to be suffering from an opioid overdose
16. An instructional continuity plan to establish communication with students and their families and provide instruction to students when in-person instruction is disrupted due to an emergency, as specified in Education Code 32282
17. Explicit procedures to prohibit the use of smartphones in the case of an emergency or in response to a perceived threat of danger if such use is prohibited in Board Policy 5131.8 - Mobile Communication Devices (Education Code 48901.7)

Among the strategies for providing a safe environment, the CSSP may also include:

1. Development of a positive school climate that promotes respect for diversity, personal and social responsibility, effective interpersonal and communication skills, self-esteem, anger management, and conflict resolution
2. Disciplinary policies and procedures that contain prevention strategies, such as strategies to prevent bullying, hazing, and cyberbullying, as well as behavioral expectations and consequences for violations
3. Strategies aimed at preventing potential incidents involving crime and violence on school campuses, including vandalism, drug and alcohol abuse, gang membership and violence, hate crimes, bullying, including bullying committed personally or by means of an electronic act, teen relationship violence, and discrimination and harassment, including sexual harassment
4. Curriculum that emphasizes prevention and alternatives to violence, such as multicultural education and literacy, character/values education, social and emotional learning, media analysis skills, conflict resolution, community service learning, and education related to the prevention of dating violence
5. Parent/guardian and community involvement strategies, including strategies to help ensure parent/guardian support and reinforcement of the school's rules and increase the number of adults on campus
6. Provision of safety materials and emergency communications in language(s) understandable to parents/guardians
7. Annual notification to parents/guardians related to the safe storage of firearms
8. Prevention and intervention strategies related to the sale or use of drugs and alcohol which shall reflect expectations for drug-free schools and support for recovering students
9. Collaborative relationships among the city, county, community agencies, local law enforcement, the judicial system, and the schools that lead to the development of a set of common goals and community strategies for violence prevention instruction
10. District policy prohibiting the possession of firearms and ammunition on school grounds
11. Measures to prevent or minimize the influence of gangs on campus

12. Procedures for receiving verification from law enforcement when a violent crime or sex offense has occurred on school grounds and for promptly notifying parents/guardians and employees of that crime
13. Procedures for the early identification and threat assessment of, and appropriate response to, suspicious and/or threatening digital media content
14. Assessment of the school's physical environment, including a risk management analysis and development of ground security measures such as procedures for closing campuses to outsiders, installing surveillance systems, securing the campus perimeter, protecting buildings against vandalism, and providing for a law enforcement presence on campus
15. Independent security assessment of the school's network infrastructure and selected web applications to identify vulnerabilities and provide recommendations to improve cybersecurity
16. Guidelines for the roles and responsibilities of mental health professionals, athletic coaches, community intervention professionals, school counselors, school resource officers, and police officers on school campuses

Guidelines may include, but are not limited to, the following:

- a. Strategies to create and maintain a positive school climate, promote school safety, and increase student achievement
 - b. Strategies to prioritize mental health and intervention services, restorative and transformative justice programs, and positive behavior interventions and support
 - c. Protocols to address the mental health care of students who have witnessed a violent act at any time, including, but not limited to, while on school grounds, while coming or going from school, during a lunch period whether on or off campus, or during or while going to or coming from a school-sponsored activity
17. Strategies for suicide prevention and intervention
 18. District policy and/or plan related to pandemics
 19. Procedures to implement when a person interferes with or disrupts a school activity, remains on campus after having been asked to leave, or creates a disruption with the intent to threaten the immediate physical safety of students or staff
 20. Crisis prevention and intervention strategies, which may include the following:
 - a. Identification of possible crises that may occur, determination of necessary tasks that need to be addressed, and development of procedures relative to each crisis, including the involvement of law enforcement and other public safety agencies as appropriate
 - b. Threat assessment strategies to determine the credibility and seriousness of a threat and provide appropriate interventions for the potential offender(s)
 - c. Assignment of staff members responsible for each identified task and procedure
 - d. Development of an evacuation plan based on an assessment of buildings and grounds and opportunities for students and staff to practice the evacuation plan

- e. Coordination of communication to schools, Governing Board members, parents/guardians, and the media
 - f. Communication with parents/guardians of reunification plans and the necessity of cooperating with first responders
 - g. Development of a method for the reporting of violent incidents
 - h. Development of follow-up procedures that may be required after a crisis has occurred, such as counseling
21. Training on assessment and reporting of potential threats, violence prevention, and intervention techniques
- Such training shall include preparation to implement the elements of the CSSP
22. Environmental safety strategies, including, but not limited to, procedures for preventing and mitigating exposure to toxic pesticides, lead, asbestos, vehicle emissions, and other hazardous substances and contaminants
23. Continuity of operations procedures to ensure that the district's essential functions are not disrupted during an emergency, to the extent possible

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 11987-11987.7	<u>School Community Violence Prevention Program requirements</u>
5 CCR 11992-11993	<u>Persistently dangerous schools; definition</u>
CA Constitution Article 1, Section 28	<u>Right to Safe Schools</u>
Ed. Code 200-262.4	<u>Prohibition of discrimination</u>
Ed. Code 32260-32262	<u>Interagency School Safety Demonstration Act of 1985</u>
Ed. Code 32270	<u>School safety cadre</u>
Ed. Code 32280-32289.5	<u>School safety plans</u>
Ed. Code 32290	<u>Safety devices</u>
Ed. Code 35147	<u>School site councils and advisory committees</u>
Ed. Code 35183	<u>School dress code; uniforms</u>
Ed. Code 35266	<u>Reporting of cyberattacks</u>
Ed. Code 35291	<u>Rules</u>

Policy 1114: District-Sponsored Social Media

Status: ADOPTED

Original Adopted Date: ~~06/26/2012~~07/01/2011 | Last Revised Date: 11/01/14/~~2025~~ | Last Reviewed Date: 11/01/14/~~2025~~

The Governing Board recognizes the value of social media to share district information with families and the community and promote community involvement and collaboration in district decisions. The purpose of any official district social media account shall be to further the district's vision and mission, to support student learning and staff professional development, and to enhance communication and engagement with students, families, staff, and community members. The Superintendent or designee shall ensure that the content posted by the district on an official district social media account is accessible to individuals with disabilities.

The Superintendent or designee shall develop content guidelines and protocols for official district social media accounts to ensure public access, appropriate and responsible use, and compliance with law, ~~board~~Board policy, and administrative regulation.

Guidelines for Content

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Official district social media accounts shall be used only for their stated purposes and in a manner consistent with this policy and administrative regulation. This policy is not intended to create an open public forum or otherwise guarantee an individual's right to free speech on any of the official district social media accounts even if one or more features on the account that permit interaction with and between members of the public are enabled.

The Superintendent or designee shall ensure that the limited purpose of official district social media accounts is clearly communicated to users. Each account shall contain a statement specifying the purposes of the account, that the account shall only be used for such purposes, and any other user expectations or conditions as specified in the accompanying administrative regulation.

~~Official district social media accounts may not contain content~~Content that is obscene, libelous, or so incites students as to create a clear and present danger of the commission of unlawful acts on school premises, violation of school rules, or substantial disruption of the school's orderly operation: shall not be permitted on official district social media accounts.

Staff or students who post ~~prohibited content~~on, reply from, or otherwise ~~engage with~~use an official district social media account in a manner that violates ~~board~~Board policies and administrative regulations shall be subject to discipline in accordance with ~~such~~ applicable policies and regulations.

Users of official district social media accounts, and anyone who posts on, replies to, or otherwise leaves a digital footprint on an official district social media account, should be aware of the public nature and accessibility of social media and that such information posted ~~on~~ on, replied with, or otherwise left on an official district social media account may be considered a public record subject to disclosure under the Public Records Act.

Privacy

To the extent practicable, the Superintendent or designee shall ensure that the privacy rights of students, parents/guardians, staff, Board members, and other individuals are protected on official district social media accounts.

As it pertains to the posting of student photographs and the privacy of telephone numbers, home addresses, and email addresses, official district social media accounts shall ~~operate in~~ accordance with Board Policy 1113 - District and School Websites.

Social media and other online platforms shall not be used by district employees to transmit confidential information about students, employees, or district operations.

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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
Bus. and Prof. Code 22588.2-22588.4	Youth Social Media Protection Act
Ed. Code 32260-32262	Interagency School Safety Demonstration Act of 1985
Ed. Code 35182.5	Contracts for advertising
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48907	Exercise of free expression; time, place, and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 49061	Definitions; directory information
Ed. Code 49073	Release of directory information
Ed. Code 60048	Commercial brand names, contracts or logos
Gov. Code 3307.5	Publishing identity of public safety officers
Gov. Code 54952.2	Brown Act; definition of meeting

Policy 1114: District-Sponsored Social Media

Status: ADOPTED

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

The Governing Board recognizes the value of social media to share district information with families and the community and promote community involvement and collaboration in district decisions. The purpose of any official district social media account shall be to further the district's vision and mission, to support student learning and staff professional development, and to enhance communication and engagement with students, families, staff, and community members. The Superintendent or designee shall ensure that the content posted by the district on an official district social media account is accessible to individuals with disabilities.

The Superintendent or designee shall develop content guidelines and protocols for official district social media accounts to ensure public access, appropriate and responsible use, and compliance with law, Board policy, and administrative regulation.

Guidelines for Content

Official district social media accounts shall be used only for their stated purposes and in a manner consistent with this policy and administrative regulation. This policy is not intended to create an open public forum or otherwise guarantee an individual's right to free speech on any of the official district social media accounts even if one or more features on the account that permit interaction with and between members of the public are enabled.

The Superintendent or designee shall ensure that the limited purpose of official district social media accounts is clearly communicated to users. Each account shall contain a statement specifying the purposes of the account, that the account shall only be used for such purposes, and any other user expectations or conditions as specified in the accompanying administrative regulation.

Content that is obscene, libelous, or so incites students as to create a clear and present danger of the commission of unlawful acts on school premises, violation of school rules, or substantial disruption of the school's orderly operation shall not be permitted on official district social media accounts.

Staff or students who post on, reply from, or otherwise use an official district social media account in a manner that violates Board policies and administrative regulations shall be subject to discipline in accordance with applicable policies and regulations.

Users of official district social media accounts, and anyone who posts on, replies to, or otherwise leaves a digital footprint on an official district social media account, should be aware of the public nature and accessibility of social media and that such information posted on, replied with, or otherwise left on an official district social media account may be considered a public record subject to disclosure under the Public Records Act.

Privacy

To the extent practicable, the Superintendent or designee shall ensure that the privacy rights of students, parents/guardians, staff, Board members, and other individuals are protected on official district social media accounts.

As it pertains to the posting of student photographs and the privacy of telephone numbers, home addresses, and email addresses, official district social media accounts shall comply with Board Policy 1113 - District and School Websites.

Social media and other online platforms shall not be used by district employees to transmit confidential information about students, employees, or district operations.

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Ed. Code 49073	Release of directory information
Ed. Code 60048	Commercial brand names, contracts or logos
Gov. Code 3307.5	Publishing identity of public safety officers
Gov. Code 54952.2	Brown Act; definition of meeting
Gov. Code 7920.000-7930.215	California Public Records Act
Federal	Description
17 USC 101-1101	Federal copyright law
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
29 USC 157	Employee rights to engage in concerted, protected activity

Policy 1340: Access To District Records

Status: ADOPTED

Original Adopted Date: 08/25/2009 | Last Revised Date: 06/24/2025 | Last Reviewed Date:
06/24/2025

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

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

The district may charge for copies of public records or other materials requested by individuals or groups, in accordance with law and as specified in the accompanying administrative regulation.

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

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 430-438	Individual student records
CA Constitution Article 1, Section 3	Right of access to governmental information
Civil Code 1798.3	Personal information
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 35145	Public meetings
Ed. Code 35170	Authority to secure copyrights
Ed. Code 35250	Duty to keep certain records and reports
Ed. Code 35266	Cybersecurity

Policy 1340: Access To District Records

Status: ADOPTED

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

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

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

The district may charge for copies of public records or other materials requested by individuals or groups, in accordance with law and as specified in the accompanying administrative regulation.

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Ed. Code 35170	<u>Authority to secure copyrights</u>
Ed. Code 35250	<u>Duty to keep certain records and reports</u>
Ed. Code 35266	Cybersecurity

Regulation 1340: Access To District Records

Status: ADOPTED

Original Adopted Date: 08/25/2009 | **Last Revised Date:** 05/22/2025 | **Last Reviewed Date:** 05/22/2025

This administrative regulation is a non-exhaustive list of records that may be defined as either public or exempt and/or confidential. Other records which fall into these definitions may exist and may be identified in the future.

Definitions

Public records include any writing containing information relating to the conduct of the district's business prepared, owned, used, or retained by the district regardless of physical form or characteristics. (Government Code 7920.530)

Writing means any handwriting, typewriting, printing, photocopying, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. (Government Code 7920.545)

Member of the public means any person, except a member, agent, officer, or employee of the district or a federal, state, or other local agency acting within the scope of such membership, agency, office, or employment. (Government Code 7920.515)

Public Records

Unless otherwise exempt from disclosure, public records to which members of the public shall have access include, but are not limited to:

1. Proposed and approved district budgets and annual audits (Education Code 41020, 42103)
2. Statistical compilations
3. Reports and memoranda
4. Notices and bulletins
5. Minutes of public meetings (Education Code 35145)
6. Meeting agendas (Government Code 54957.5)
7. Official communications between the district and other government agencies
8. District and school plans, and the information and data relevant to the development and evaluation of such plans, unless otherwise prohibited by law
9. Initial proposals of exclusive employee representatives and of the district, once presented at a district Governing Board meeting (Government Code 3547)
10. Records pertaining to claims and litigation against the district which have been adjudicated

or settled (Government Code 7927.200, 7927.205)

11. Statements of economic interests required by the Conflict of Interest Code (Government Code 81008)
12. Documents containing names, salaries, and pension benefits of district employees
13. Employment contracts and settlement agreements (Government Code 53262)
14. Instructional materials including, but not limited to, textbooks (Education Code 49091.10)
15. 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 (Government Code 7928.801)

Access to public records of the district shall be granted to Board members on the same basis as any other member of the public. When Board members are authorized to access public records in the administration of their duties, the Superintendent or designee shall not discriminate among any of the Board members as to which record, or portion of the record, will be made available, or when it will be made available. (Government Code 7921.305, 7921.310)

Exempt and Confidential Public Records

Records exempt from disclosure under the California Public Records Act (CPRA) include, but are not limited to:

1. Preliminary drafts, notes, and interagency or intradistrict memoranda that are not retained by the district in the ordinary course of business, provided that the public interest in withholding these records clearly outweighs the public interest in disclosure (Government Code 7927.500)
2. Records specifically generated in connection with or prepared for use in litigation to which the district is a party or to respond to claims made against the district pursuant to the Tort Claims Act, until the litigation or claim has been finally adjudicated or otherwise settled, or beyond, if the records are protected by some other provision of law (Government Code 7927.200, 7927.205)
3. Personnel records, medical records, or similar materials, the disclosure of which would constitute an unwarranted invasion of personal privacy (Government Code 7927.300)

The home addresses, home telephone numbers, personal cell phone numbers, or birth date of employees shall only be disclosed as follows: (Government Code 7928.300)

- a. To an agent or a family member of the employee
- b. To an officer or employee of a state agency or another school district or county office of education when necessary for the performance of official duties
- c. To an employee organization pursuant to regulations and decisions of the Public Employment Relations Board, except that the home address and any telephone number for an employee who performs law enforcement-related functions, or the birth date of any employee, shall not be disclosed
- d. Upon written request of any employee, the district shall not disclose the employee's home address, home telephone number, personal cell phone number, personal email address, or birth date, and the district shall remove the home address, home telephone number, and personal cell phone number from any mailing list of the district except a list used exclusively to contact the employee.
- e. To an agent or employee of a health benefit plan providing health services or

administering claims for health services to district employees and their enrolled dependents, for the purpose of providing the health services or administering claims for employees and their enrolled dependents

4. The home address, telephone number, or both the name and assessor parcel number associated with the home address of any elected or appointed official posted by the district online without first obtaining the written permission of that individual (Government Code 7928.205)
5. Student records, except directory information and other records to the extent permitted by law and district policy (Education Code 49073, 49076; 20 USC 1232g; 34 CFR 99.1-99.8)
6. Test questions, scoring keys, and other examination data except as provided by law (Government Code 7929.605)
7. Without affecting the law of eminent domain, the contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the district relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained (Government Code 7928.705)
8. Information required from any taxpayer in connection with the collection of local taxes that is received in confidence and the disclosure of the information to other persons would result in an unfair competitive disadvantage to the person supplying the information (Government Code 7925.000)
9. Library circulation and patron use records of a borrower or patron including, but not limited to, name, address, telephone number, email address, borrowing information, or use of library information resources, except when disclosure is to persons acting within the scope of their duties in the administration of the library; to persons authorized in writing, by the individual to whom the records pertain, to inspect the records; or by court order (Government Code 7927.1000, 7927.105)
10. Records for which the disclosure is exempted or prohibited pursuant to state or federal law, including, but not limited to, provisions of the Evidence Code relating to privilege (Government Code 7927.705)
11. Documents prepared by or for the district to assess its vulnerability to terrorist attack or other criminal acts intended to disrupt district operations and that are for distribution or consideration in closed session (Government Code 7929.200)
12. Information security record if disclosure of that record would reveal vulnerabilities to, or otherwise increase the potential for an attack on, an information technology system of the district (Government Code 7929.210)
13. Recall petitions, petitions for special elections to fill Board vacancies, or petitions for the reorganization of the school district (Government Code 7929.110)
14. Minutes of Board meetings held in closed session (Government Code 54957.2)
15. Computer software developed by the district (Government Code 7922.585)
16. Records that contain individually identifiable health information, including records that may be exempt pursuant to physician-patient privilege, the Confidentiality of Medical Information Act, and the Health Insurance Portability and Accountability Act (Government Code 7926.400, 7930.000-7930.215)

17. Tribal financial information as a condition of or requirement for receiving financial assistance (Government Code 7930.205, 8450)

~~17-18~~ Any other records listed as exempt from public disclosure in the CPRA or other statutes

~~18-19~~ Any other records for which the district can demonstrate that, based on the particular facts of the case, the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record (Government Code 6255)

When disclosing to a member of the public any record that contains personal information, including, but not limited to, an employee's home address, home telephone number, social security number, personal cell phone number, or birth date, the Superintendent or designee shall ensure that such personal information is redacted from that record. (Government Code 7922.200, 7928.300)

Unless otherwise authorized or required by law, information regarding an individual's ~~citizenship or immigration status or~~ religious beliefs, practices, or affiliation shall not be disclosed. (~~Education Code 234.7;~~ Government Code 8310.3)

Additionally, an individual's immigration status shall only be disclosed in accordance with Board Policy/Administrative Regulation 1445 – Response to Immigration Enforcement.

Inspection of Records and Requests for Copies, and Recovery of Costs

Any person may request a copy or inspection of any district record that is not exempt from disclosure. (Government Code 7922.530)

Within 10 days of receiving any request to inspect or copy a district record, the Superintendent or designee shall determine whether the request seeks release of a disclosable public record in the district's possession. The Superintendent or designee shall promptly inform the person making the request of the determination and the reasons for the decision. (Government Code 7922.535)

In unusual circumstances, the Superintendent or designee may extend the 10-day limit for up to 14 days by providing written notice to the requester setting forth the reasons for the extension and the date on which a determination is expected to be made. Unusual circumstances include the following, but only to the extent reasonably necessary to properly process the request: (Government Code 7922.535)

1. The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request
2. The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records which are demanded in a single request
3. The need for consultation, which shall be conducted with all practicable speed, with another agency (~~e.g., such as~~ a state agency or city) having a substantial interest in the determination of the request or among two or more components of the district (~~e.g., such as~~ two different school sites) with substantial interest in the request
4. In the case of electronic records, the need to compile data, write programming language or a computer program, or construct a computer report to extract data

5. In the case of electronic records, the inability to access its electronic servers or systems due to a cyberattack in order to search for and obtain a record that the district believes is responsive to

a request and is maintained on the servers or systems in an electronic format, and only until the district regains its ability to access its electronic servers or systems and search for and obtain electronic records that may be responsive to a request.

56. The need to search for, collect, and appropriately examine records during a state of emergency proclaimed by the Governor pursuant to the California Emergency Services Act in the jurisdiction where the district is located when the state of emergency currently and directly affects, due to the state of emergency, the district's ability to timely respond to staffing shortages or closure of facilities where the requested records are located (Government Code 8567)

If the Superintendent or designee determines that the request seeks disclosable public records, the determination shall state the estimated date and time when the records will be made available. (Government Code 6253)

Public records shall be open to inspection at all times during district office hours. If a portion of the requested record(s) is exempt from disclosure, any non-exempt, reasonably segregable portion of the record shall be made available for inspection after deletion of the portions exempted by law. (Government Code 7922.525)

Upon request for a copy that reasonably describes an identifiable, non-exempt record, an exact copy shall be promptly provided unless it is impracticable to do so. (Government Code 7922.530)

If only a portion of the identified record is exempt from disclosure, the record's exempt material shall be redacted prior to disclosure.

The Superintendent or designee shall charge an amount for copies that reflects the direct costs of duplication in accordance with law. Written requests to waive the fee shall be submitted to the Superintendent or designee.

Without charging any fees or costs, the Superintendent or designee shall allow members of the public to use their own equipment on district premises to photograph or otherwise copy or reproduce a disclosable record as long as the means of copy or reproduction: (Government Code 7922.530)

1. Do not require the equipment to make physical contact with the record
2. Will not result in damage to the record
3. Will not result in unauthorized access to the district's computer systems or secured networks by using software, equipment, or any other technology capable of accessing, altering, or compromising the district's electronic records

The Superintendent or designee may impose any reasonable limit on the use of personal equipment to photograph, copy, or reproduce a disclosable record that is necessary to protect the safety of the records, or to prevent the copying of records from being an unreasonable burden to the orderly function of the district and its employees. The Additionally, the Superintendent or designee may ~~also~~ impose any limit that is necessary to maintain the integrity of, or ensure the long-term preservation of, historic or high-value records. (Government Code 7922.530)

In addition to maintaining public records for public inspection during district office hours, the district may comply with public records requests by posting any public record on the district's website and, in response to a public records request, directing the member of the public to the location on the website where the record can be found. However, if the member of the public is unable to access or reproduce the record from the website, the district shall promptly provide an exact copy of the public record upon payment of duplication fees, if applicable, unless it is impracticable to provide an exact copy. (Government Code 7922.545)

If any person requests that a public record be provided in an electronic format, the district shall make that record available in any electronic format in which it holds the information. The district shall provide a copy of the electronic record in the format requested as long as the requested format is one that has been used by the district to create copies for its own use or for use by other agencies. (Government Code 7922.570)

The cost of duplicating an electronic record shall be limited to the direct cost of producing a copy of the record in electronic format. However, the requester shall bear the cost of producing the copy of the electronic record, including the cost to construct the record and the cost of programming and computer services necessary to produce the copy, under the following circumstances: (Government Code 7922.575)

1. The electronic record is one that is produced only at otherwise regularly scheduled intervals.
2. The request would require data compilation, extraction, or programming to produce the record.

Assistance in Identifying Requested Records

If the Superintendent or designee denies a request for disclosable records, the requester shall be assisted in making a focused and effective request that reasonably describes an identifiable record. To the extent reasonable under the circumstances, the Superintendent or designee shall do all of the following: (Government Code 7922.600)

1. Assist in identifying records and information responsive to the request or the purpose of the request, if specified

If, after making a reasonable effort to elicit additional clarifying information from the requester to help identify the record, the Superintendent or designee is still unable to identify the information, this requirement shall be deemed satisfied.

2. Describe the information technology and physical location in which the records exist
3. Provide suggestions for overcoming any practical basis for denying access to the records or information sought

Provisions of the CPRA shall not be construed so as to delay or obstruct the inspection or copying of public records. Any notification denying a request for public records shall state the name and title of each person responsible for the denial. (Government Code 7922.500, 7922.540)

Policy Reference Disclaimer:

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

State

5 CCR 430-438

Description

[Individual student records](#)

CA Constitution Article 1, Section 3

[Right of access to governmental information](#)

Regulation 1340: Access To District Records

Status: ADOPTED

Original Adopted Date: 08/25/2009 | **Last Revised Date:** 05/22/2025 | **Last Reviewed Date:** 05/22/2025

This administrative regulation is a non-exhaustive list of records that may be defined as either public or exempt and/or confidential. Other records which fall into these definitions may exist and may be identified in the future.

Definitions

Public records include any writing containing information relating to the conduct of the district's business prepared, owned, used, or retained by the district regardless of physical form or characteristics. (Government Code 7920.530)

Writing means any handwriting, typewriting, printing, photocopying, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. (Government Code 7920.545)

Member of the public means any person, except a member, agent, officer, or employee of the district or a federal, state, or other local agency acting within the scope of such membership, agency, office, or employment. (Government Code 7920.515)

Public Records

Unless otherwise exempt from disclosure, public records to which members of the public shall have access include, but are not limited to:

1. Proposed and approved district budgets and annual audits (Education Code 41020, 42103)
2. Statistical compilations
3. Reports and memoranda
4. Notices and bulletins
5. Minutes of public meetings (Education Code 35145)
6. Meeting agendas (Government Code 54957.5)
7. Official communications between the district and other government agencies
8. District and school plans, and the information and data relevant to the development and evaluation of such plans, unless otherwise prohibited by law
9. Initial proposals of exclusive employee representatives and of the district, once presented at a district Governing Board meeting (Government Code 3547)
10. Records pertaining to claims and litigation against the district which have been adjudicated

or settled (Government Code 7927.200, 7927.205)

11. Statements of economic interests required by the Conflict of Interest Code (Government Code 81008)
12. Documents containing names, salaries, and pension benefits of district employees
13. Employment contracts and settlement agreements (Government Code 53262)
14. Instructional materials including, but not limited to, textbooks (Education Code 49091.10)
15. 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 (Government Code 7928.801)

Access to public records of the district shall be granted to Board members on the same basis as any other member of the public. When Board members are authorized to access public records in the administration of their duties, the Superintendent or designee shall not discriminate among any of the Board members as to which record, or portion of the record, will be made available, or when it will be made available. (Government Code 7921.305, 7921.310)

Exempt and Confidential Public Records

Records exempt from disclosure under the California Public Records Act (CPRA) include, but are not limited to:

1. Preliminary drafts, notes, and interagency or intradistrict memoranda that are not retained by the district in the ordinary course of business, provided that the public interest in withholding these records clearly outweighs the public interest in disclosure (Government Code 7927.500)
2. Records specifically generated in connection with or prepared for use in litigation to which the district is a party or to respond to claims made against the district pursuant to the Tort Claims Act, until the litigation or claim has been finally adjudicated or otherwise settled, or beyond, if the records are protected by some other provision of law (Government Code 7927.200, 7927.205)
3. Personnel records, medical records, or similar materials, the disclosure of which would constitute an unwarranted invasion of personal privacy (Government Code 7927.300)

The home addresses, home telephone numbers, personal cell phone numbers, or birth date of employees shall only be disclosed as follows: (Government Code 7928.300)

- a. To an agent or a family member of the employee
- b. To an officer or employee of a state agency or another school district or county office of education when necessary for the performance of official duties
- c. To an employee organization pursuant to regulations and decisions of the Public Employment Relations Board, except that the home address and any telephone number for an employee who performs law enforcement-related functions, or the birth date of any employee, shall not be disclosed
- d. Upon written request of any employee, the district shall not disclose the employee's home address, home telephone number, personal cell phone number, personal email address, or birth date, and the district shall remove the home address, home telephone number, and personal cell phone number from any mailing list of the district except a list used exclusively to contact the employee.
- e. To an agent or employee of a health benefit plan providing health services or

administering claims for health services to district employees and their enrolled dependents, for the purpose of providing the health services or administering claims for employees and their enrolled dependents

4. The home address, telephone number, or both the name and assessor parcel number associated with the home address of any elected or appointed official posted by the district online without first obtaining the written permission of that individual (Government Code 7928.205)
5. Student records, except directory information and other records to the extent permitted by law and district policy (Education Code 49073, 49076; 20 USC 1232g; 34 CFR 99.1-99.8)
6. Test questions, scoring keys, and other examination data except as provided by law (Government Code 7929.605)
7. Without affecting the law of eminent domain, the contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the district relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained (Government Code 7928.705)
8. Information required from any taxpayer in connection with the collection of local taxes that is received in confidence and the disclosure of the information to other persons would result in an unfair competitive disadvantage to the person supplying the information (Government Code 7925.000)
9. Library circulation and patron use records of a borrower or patron including, but not limited to, name, address, telephone number, email address, borrowing information, or use of library information resources, except when disclosure is to persons acting within the scope of their duties in the administration of the library; to persons authorized in writing, by the individual to whom the records pertain, to inspect the records; or by court order (Government Code 7927.1000, 7927.105)
10. Records for which the disclosure is exempted or prohibited pursuant to state or federal law, including, but not limited to, provisions of the Evidence Code relating to privilege (Government Code 7927.705)
11. Documents prepared by or for the district to assess its vulnerability to terrorist attack or other criminal acts intended to disrupt district operations and that are for distribution or consideration in closed session (Government Code 7929.200)
12. Information security record if disclosure of that record would reveal vulnerabilities to, or otherwise increase the potential for an attack on, an information technology system of the district (Government Code 7929.210)
13. Recall petitions, petitions for special elections to fill Board vacancies, or petitions for the reorganization of the school district (Government Code 7929.110)
14. Minutes of Board meetings held in closed session (Government Code 54957.2)
15. Computer software developed by the district (Government Code 7922.585)
16. Records that contain individually identifiable health information, including records that may be exempt pursuant to physician-patient privilege, the Confidentiality of Medical Information Act, and the Health Insurance Portability and Accountability Act (Government Code 7926.400, 7930.000-7930.215)

17. Tribal financial information as a condition of or requirement for receiving financial assistance (Government Code 7930.205, 8450)

18 Any other records listed as exempt from public disclosure in the CPRA or other statutes

19 Any other records for which the district can demonstrate that, based on the particular facts of the case, the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record (Government Code 6255)

When disclosing to a member of the public any record that contains personal information, including, but not limited to, an employee's home address, home telephone number, social security number, personal cell phone number, or birth date, the Superintendent or designee shall ensure that such personal information is redacted from that record. (Government Code 7922.200, 7928.300)

Unless otherwise authorized or required by law, information regarding an individual's religious beliefs, practices, or affiliation shall not be disclosed. Government Code 8310.3)

Additionally, an individual's immigration status shall only be disclosed in accordance with Board Policy/Administrative Regulation 1445 – Response to Immigration Enforcement.

Inspection of Records and Requests for Copies, and Recovery of Costs

Any person may request a copy or inspection of any district record that is not exempt from disclosure. (Government Code 7922.530)

Within 10 days of receiving any request to inspect or copy a district record, the Superintendent or designee shall determine whether the request seeks release of a disclosable public record in the district's possession. The Superintendent or designee shall promptly inform the person making the request of the determination and the reasons for the decision. (Government Code 7922.535)

In unusual circumstances, the Superintendent or designee may extend the 10-day limit for up to 14 days by providing written notice to the requester setting forth the reasons for the extension and the date on which a determination is expected to be made. Unusual circumstances include the following, but only to the extent reasonably necessary to properly process the request: (Government Code 7922.535)

1. The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request
2. The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records which are demanded in a single request
3. The need for consultation, which shall be conducted with all practicable speed, with another agency (such as a state agency or city) having a substantial interest in the determination of the request or among two or more components of the district (such as two different school sites) with substantial interest in the request
4. In the case of electronic records, the need to compile data, write programming language or a computer program, or construct a computer report to extract data
5. In the case of electronic records, the inability to access its electronic servers or systems due to a cyberattack in order to search for and obtain a record that the district believes is responsive to a request and is maintained on the servers or systems in an electronic format, and only until the

district regains its ability to access its electronic servers or systems and search for and obtain electronic records that may be responsive to a request.

6. The need to search for, collect, and appropriately examine records during a state of emergency proclaimed by the Governor pursuant to the California Emergency Services Act in the jurisdiction where the district is located when the state of emergency currently and directly affects, due to the state of emergency, the district's ability to timely respond to staffing shortages or closure of facilities where the requested records are located (Government Code 8567)

If the Superintendent or designee determines that the request seeks disclosable public records, the determination shall state the estimated date and time when the records will be made available. (Government Code 6253)

Public records shall be open to inspection at all times during district office hours. If a portion of the requested record(s) is exempt from disclosure, any non-exempt, reasonably segregable portion of the record shall be made available for inspection after deletion of the portions exempted by law. (Government Code 7922.525)

Upon request for a copy that reasonably describes an identifiable, non-exempt record, an exact copy shall be promptly provided unless it is impracticable to do so. (Government Code 7922.530)

If only a portion of the identified record is exempt from disclosure, the record's exempt material shall be redacted prior to disclosure.

The Superintendent or designee shall charge an amount for copies that reflects the direct costs of duplication in accordance with law. Written requests to waive the fee shall be submitted to the Superintendent or designee.

Without charging any fees or costs, the Superintendent or designee shall allow members of the public to use their own equipment on district premises to photograph or otherwise copy or reproduce a disclosable record as long as the means of copy or reproduction: (Government Code 7922.530)

1. Do not require the equipment to make physical contact with the record
2. Will not result in damage to the record
3. Will not result in unauthorized access to the district's computer systems or secured networks by using software, equipment, or any other technology capable of accessing, altering, or compromising the district's electronic records

The Superintendent or designee may impose any reasonable limit on the use of personal equipment to photograph, copy, or reproduce a disclosable record that is necessary to protect the safety of the records, or to prevent the copying of records from being an unreasonable burden to the orderly function of the district and its employees. Additionally, the Superintendent or designee may impose any limit that is necessary to maintain the integrity of, or ensure the long-term preservation of, historic or high-value records. (Government Code 7922.530)

In addition to maintaining public records for public inspection during district office hours, the district may comply with public records requests by posting any public record on the district's website and, in response to a public records request, directing the member of the public to the location on the website where the record can be found. However, if the member of the public is unable to access or reproduce the record from the website, the district shall promptly provide an exact copy of the public record upon payment of duplication fees, if applicable, unless it is impracticable to provide an exact copy. (Government Code 7922.545)

If any person requests that a public record be provided in an electronic format, the district shall¹¹

make that record available in any electronic format in which it holds the information. The district shall provide a copy of the electronic record in the format requested as long as the requested format is one that has been used by the district to create copies for its own use or for use by other agencies. (Government Code 7922.570)

The cost of duplicating an electronic record shall be limited to the direct cost of producing a copy of the record in electronic format. However, the requester shall bear the cost of producing the copy of the electronic record, including the cost to construct the record and the cost of programming and computer services necessary to produce the copy, under the following circumstances: (Government Code 7922.575)

1. The electronic record is one that is produced only at otherwise regularly scheduled intervals.
2. The request would require data compilation, extraction, or programming to produce the record.

Assistance in Identifying Requested Records

If the Superintendent or designee denies a request for disclosable records, the requester shall be assisted in making a focused and effective request that reasonably describes an identifiable record. To the extent reasonable under the circumstances, the Superintendent or designee shall do all of the following: (Government Code 7922.600)

1. Assist in identifying records and information responsive to the request or the purpose of the request, if specified

If, after making a reasonable effort to elicit additional clarifying information from the requester to help identify the record, the Superintendent or designee is still unable to identify the information, this requirement shall be deemed satisfied.

2. Describe the information technology and physical location in which the records exist
3. Provide suggestions for overcoming any practical basis for denying access to the records or information sought

Provisions of the CPRA shall not be construed so as to delay or obstruct the inspection or copying of public records. Any notification denying a request for public records shall state the name and title of each person responsible for the denial. (Government Code 7922.500, 7922.540)

Policy Reference Disclaimer:

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

State

5 CCR 430-438

Description

[Individual student records](#)

CA Constitution Article 1, Section 3

[Right of access to governmental information](#)

Policy 1445: Response To Immigration Enforcement

Status: ADOPTED

Original Adopted Date: 01/01/2026 | **Last Reviewed Date:** 01/01/2026

For purposes of this policy, an administrative warrant issued by a federal agency versus a judicial court, shall not be seen as a valid order.

The Governing Board is committed to the success of all students and to providing a safe and welcoming place for students, their families, and staff irrespective of their citizenship or immigration status.

Unless required by state or federal law, required to administer a state or federally supported educational program, or presented with a valid judicial subpoena, judicial warrant, or court order, district staff shall not do any of the following:

1. Solicit or collect information or documents regarding the citizenship or immigration status of a student or the student's family members (Education Code 234.7)
2. Seek or require information or documents, to the exclusion of other permissible information or documents, regarding the citizenship or immigration status of a student or the student's family members (Education Code 234.7)
3. To the extent practicable, disclose or provide in writing, verbally, or in any other manner to an officer or employee of an agency conducting immigration enforcement:
 - a. The education records of or any information about a student or a student's family or household such as personal information as defined in Civil Code 1798.3, information about a student's home, or information about a student's travel schedule without parent/guardian written consent (Education Code 234.7)
 - b. The personnel records of any district employee, personal information of any district employee as defined in Civil Code 1798.3, or any other confidential employee information (Education Code 234.7; Government Code 7285.2)
4. Grant permission to an officer or employee of an agency conducting immigration enforcement to enter a school bus, any other transportation provided by the district, a nonpublic area of any district property or facility, or a nonpublic area where any district-sponsored program or activity is occurring (Education Code 234.7; Government Code 7285.1)

However, district staff shall not obstruct, interfere with, or otherwise impede an officer or employee of an agency conducting immigration enforcement who nonetheless enters district-provided transportation, a nonpublic area of any district property or facility, or a nonpublic area where any district-sponsored program or activity is occurring.

The Superintendent or designee shall report to the Board in a timely manner any requests by an officer or employee of an agency conducting immigration enforcement for any of the following: (Education Code 234.7)

1. Education records of or any information about a student or a student's family or household
2. Personnel records of any district employee, personal information of any district employee as defined in Civil Code 1798.3, or any other confidential employee information
3. Permission to enter a school bus, any other transportation provided by the district, a nonpublic area of any district property or facility, or a nonpublic area where any district-sponsored program or activity is occurring

Such reports shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

In accordance with law, Board Policy 0410 - Nondiscrimination in District Programs and Activities, and Board Policy 5145.3 - Nondiscrimination/Harassment, no student shall be denied equal rights and opportunities, nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the district's programs and activities on the basis of the student's or family's immigration status or for the refusal to provide information related to the student's or family's immigration status. (Education Code 200, 220, 234.1)

Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination. (Government Code 8310.3)

The Superintendent or designee shall provide parents/guardians with information and notifications as specified in Education Code 234.7, including information regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement.

The Superintendent or designee shall develop procedures for, and may provide training to staff on, interactions with an officer or employee of an agency conducting immigration enforcement, including a request for any of the following:

1. Education records of or any information about a student or a student's family or household
2. Personnel records of any district employee, personal information of any district employee as defined in Civil Code 1798.3, or any other confidential employee information
3. Permission to enter a school bus, any other transportation provided by the district, a nonpublic area of any district property or facility, or a nonpublic area where any district-sponsored program or activity is occurring

Complaints alleging discrimination, harassment, intimidation, and bullying based on actual or perceived immigration status shall be filed in accordance with Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures.

The Superintendent or designee shall provide to the California Department of Education, upon request and in the manner requested, copies of this policy, any associated administrative regulation, and any other Board policies and administrative regulations required by Education Code 234.7.

Policy Reference Disclaimer:

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

State	Description
Civ. Code 1798.3	Information Practices Act of 1977; definitions
Ed. Code 200	Prohibition of discrimination
Ed. Code 200	Equal rights and opportunities in state educational institutions
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 32282	Comprehensive School Safety Plan
Ed. Code 48204.4	Evidence of residency for school enrollment
Ed. Code 48906	Exception to parent/guardian notifications
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents/guardians in language other than English
Fam. Code 6552	Caregiver's authorization affidavit
Gov. Code 7285-7285.3	Prohibitions on Employer Cooperation with Immigration Enforcement Agents
Gov. Code 8310.3	California Religious Freedom Act
Pen. Code 422.55	Definition of hate crime
Pen. Code 627-627.10	Access to school premises
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
34 CFR 99.30-99.31	FERPA Regulations
U.S. Constitution, Fourth Amendment	Unreasonable search and seizure
Management Resources	Description
CA Office of the Attorney General Publication	Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's TK-12 Schools in Responding to Requests for Access

Regulation 1445: Response To Immigration Enforcement

Status: ADOPTED

Original Adopted Date: 01/01/2026 | **Last Reviewed Date:** 01/01/2026

Responding to Requests for Information or Documents

Upon receiving any request by an officer or employee of an agency conducting immigration enforcement for information about a student, a student's family or household, or a district employee as described in the accompanying Board policy, district staff shall deny the request, to the extent practicable, unless any of the following apply: (Education Code 234.7; 34 CFR 99.30, 34 CFR 99.31)

1. The request is for student directory information

District staff shall respond to the request in accordance with Board Policy/Administrative Regulation 5125.1 - Release of Directory Information.

2. The district is required to release the records or information by state or federal law, in order to administer a state or federally supported educational program, or due to a valid judicial subpoena, judicial warrant, or court order
3. For records or information about a student or a student's family or household, the parent/guardian has provided written consent unless prohibited by a valid judicial subpoena, judicial warrant, or court order, or in cases involving investigation of child abuse, neglect, or dependency or, if the student is at least 18 years age, the student has provided written consent

Such written consent shall include all of the following: (34 CFR 99.30)

- a. The signature and signature date of the parent/guardian, or student if the student is at least 18 years of age
 - b. A description of the records to be disclosed
 - c. The reason for the release of information
 - d. The parties or class of parties receiving the information
 - e. A copy of the records to be released, if requested by the parent/guardian or student
4. For records or information about a district employee, the employee has provided written consent and the district's human resource department or equivalent has been consulted

Such written consent shall include all of the following:

- a. The signature and signature date of the employee

- b. A description of the records to be disclosed
- c. The reason for the release of information
- d. The parties or class of parties receiving the information
- e. A copy of the records to be released, if requested by the employee

Regardless of whether the district discloses the requested records or information, district staff shall do all of the following when such a request has been received:

1. Make a copy of the request and notify the Superintendent or designee
2. For requests regarding student information, provide the student's parent/guardian, or the student, if the student is at least 18 years of age, with notice, a description of the request, and any documentation provided to the district describing the request, unless prohibited by a valid judicial subpoena, judicial warrant, or court order, or in cases involving investigation of child abuse, neglect, or dependency
3. For requests regarding district employee information, provide the employee with notice, a description of the request, and any documentation provided to the district describing the request, unless prohibited by a valid judicial subpoena, judicial warrant, or court order

In accordance with law and Board Policy 5125 - Student Records, the Superintendent or designee shall annually notify parents/guardians that the district will not release student information to third parties for immigration enforcement purposes, unless the parent/guardian consents or as required to do so by a valid judicial subpoena, judicial warrant or court order.

Responding to Requests for Access to Students or for Access to District-Provided Transportation, Nonpublic Area of District Property or Facility, or Nonpublic Area in which District-Sponsored Activity is Occurring

If an officer or employee of an agency conducting immigration enforcement requests access to a student, such as for purposes of interviewing, searching, or detaining the student, or permission to enter a school bus, any other transportation provided by the district, a nonpublic area of any district property or facility, or a nonpublic area where any district-sponsored program or activity is occurring, district staff shall take the following actions:

1. Advise the officer or employee that before district staff can respond to the request, they must first receive notification and direction from the Superintendent, principal, or designee
2. Request to see and record or otherwise document the officer's or employee's valid identification, including the officer's or employee's name and, if applicable, badge number, the phone number of the officer's or employee's supervisor
3. Request that the officer or employee produce any documentation that authorizes the officer's or employee's request, make copies of all such documentation, and retain at least one copy for district records
4. Contact and consult with the district's legal counsel or Superintendent or designee
5. Follow the direction from the district's legal counsel or Superintendent or designee

For a request to access a student, the district shall deny the request unless any of the following apply: (Education Code 234.7)

1. The officer or employee provides a valid judicial warrant or court order
2. District staff receives parent/guardian consent or, if the student is at least 18 years of age, the student's consent, unless the officer or employee presents a valid judicial warrant or court order that authorizes and directs the district to give such permission without parent/guardian consent or, if the student is at least 18 years of age, the student's consent

Regardless of whether the officer or employee is given access to the student, the student's parent/guardian shall be immediately notified, unless prohibited by a valid judicial warrant or court order, or in cases involving investigations of child abuse, neglect, or dependency. (Education Code 48906)

Additionally, district staff shall notify the Superintendent or designee as early as possible of any request by an officer or employee of an agency conducting immigration enforcement for access to a student. (Education Code 234.7)

For a request for permission to enter a school bus, any other transportation provided by the district, a nonpublic area of any district property or facility, or a nonpublic area where any district-sponsored program or activity is occurring, the district shall deny the request unless any of the following apply: (Education 234.7)

1. The officer or employee provides a valid judicial warrant or court order
2. Permission is required to be granted by state or federal law or in order to administer a state or federally supported educational program
3. The officer or employee is a sworn law enforcement officer, declares that exigent circumstances exist, and demands immediate access

In this situation, district staff shall comply with the officer's or employee's orders and immediately contact the Superintendent or designee and then the district's legal counsel.

An officer or employee of an agency conducting immigration enforcement who, pursuant to this administrative regulation, is granted permission to enter district property or facilities which are not open to all visitors shall first register in accordance with Board Policy 1250 - Visitors/Outsiders, except in cases where the officer or employee is a sworn law enforcement officer and states that exigent circumstances exist. (Penal Code 627.2, 627.3)

The Superintendent or designee shall email the Bureau of Children's Justice in the California Department of Justice (BCJ@doj.ca.gov) regarding any attempt by a law enforcement officer to access a student or a school site for immigration enforcement purposes.

Responding to Immigration Enforcement Activity on District Property

When any officer or employee of an agency conducting immigration enforcement is actually or imminently present on district property, district staff shall notify staff working at the property and, if the district property is a school, the parents/guardians of students at the school in accordance with

District staff shall report the presence of any officer or employee of an agency conducting immigration enforcement on district property to district police and other appropriate administrators.

District staff shall not obstruct, interfere with, or otherwise impede, or attempt to obstruct, interfere with, or otherwise impede, any officer or employee of an agency conducting immigration enforcement, even if the officer or employee appears to be acting outside the law or in excess of the stated or documented authorization. If such an officer or employee enters the premises without consent, district staff shall document their actions but only to the extent that documentation does not impede their actions and shall, at all times, obey any direction from such officers or employees.

After all officers and employees of an agency conducting immigration enforcement leave, each district staff member who observed or interacted with them shall promptly provide the following to the district's legal counsel or other district official designated by the Superintendent:

1. Copies of any information and documents collected from the officers or employees such as valid identification, name, badge number, phone number of the officer's or employee's supervisor, and documentation that authorizes the officer's or employee's request
2. The identity of all other district staff known to have communicated with the officers or employee
3. A description of all requests and activities by the officers and employees
4. The type of documentation, such as a warrant or subpoena, that authorized the officer's or employee's request or actions
5. District staff's response to the officer's or employee's request
6. Written notes of any other actions taken by and any other interactions with any officer or employee

Responding to the Detention or Deportation of Student's Parent/Guardian

The Superintendent or designee shall encourage parents/guardians to update their emergency contact information as needed at any time. The Superintendent or designee shall notify parents/guardians that the district will only use information provided on the emergency cards in response to specific emergency situations and not for any other purpose. (Education Code 234.7)

Additionally, the Superintendent or designee may encourage all students and families to learn their emergency phone numbers and be aware of the location of important documentation, including birth certificates, passports, social security cards, physicians' contact information, medication lists, lists of allergies, and other such information that would allow the students and families to be prepared in the event that a student's parent/guardian is detained or deported.

In the event that a student's parent/guardian is detained or deported, the Superintendent or designee shall release the student to the person(s) designated in the student's emergency contact information or to any individual who presents a caregiver's authorization affidavit on behalf of the student. The Superintendent or designee shall only contact child protective services if district

personnel are unable to arrange for the timely care of the student by the person(s) designated in the emergency contact information maintained by the school or identified on a caregiver's authorization affidavit. (Education Code 234.7)

In an instance where a student's parent/guardian was detained or deported, the Superintendent or designee shall notify the student, as well as the individuals designated in the student's emergency contact information and any individual who presented a caregiver's authorization affidavit on behalf of the student, that the student continues to meet the residency requirements for attendance in the district if the student and the student's parent/guardian who was detained or deported satisfy the conditions as specified in Education Code 48204.4.

The Superintendent or designee may refer a student or the student's family members to other resources for assistance, including, but not limited to, an U.S. Immigrant and Customs Enforcement detainee locator, legal assistance, or the consulate or embassy of the parent/guardian's country of origin.

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
Civ. Code 1798.3	Information Practices Act of 1977; definitions
Ed. Code 200	Prohibition of discrimination
Ed. Code 200	Equal rights and opportunities in state educational institutions
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 32282	Comprehensive School Safety Plan
Ed. Code 48204.4	Evidence of residency for school enrollment
Ed. Code 48906	Exception to parent/guardian notifications
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents/guardians in language other than English
Fam. Code 6552	Caregiver's authorization affidavit
Gov. Code 7285-7285.3	Prohibitions on Employer Cooperation with Immigration Enforcement Agents
Gov. Code 8310.3	California Religious Freedom Act

Policy 2120: Superintendent Recruitment And Selection

Status: ADOPTED

Original Adopted Date: ~~08/25/2009~~07/01/2001 | Last Revised Date: 11/01/2025 | Last Reviewed Date: ~~08/25/2009~~11/01/2025

The Governing Board ~~of Education~~ recognizes that it ~~has a direct responsibility to select~~is responsible for selecting and ~~employ~~employing the Superintendent. Whenever it becomes necessary for the Board to fill a vacancy in the position of Superintendent, the Board shall work diligently to employ a person whose management and leadership abilities are most closely aligned with district needs.

The Board shall establish and implement a search and selection process that includes consideration of:

1. The district's current and long-term needs, including a review of the district's vision and goals
2. The desired characteristics of a new Superintendent, including professional experience, educational qualifications, leadership characteristics, philosophy of education, and other management, technical, interpersonal and conceptual skills, as well as the priorities the Board wants to place on different abilities, traits and levels of knowledge
3. The scope of the search, including whether to promote from within the district or broaden the search to include both internal and external candidates and, if external candidates will be considered, whether to conduct a statewide or nationwide search
4. The salary range and benefits to be offered
5. Basic elements to be included in the Superintendent's contract
6. Whether to hire a professional adviser to facilitate the hiring and contract negotiation process and to ensure that verifications of the candidates' qualifications are obtained
7. How and when to involve the community in certain phases of the selection process
- ~~8. The best methods for advertising the vacancy and recruiting qualified candidates~~
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- ~~9.8.~~ The process for screening applications and determining how the screener(s) will be selected
- ~~10.~~ Interview questions, processes, and participants
-

~~11.9. _____ How and when candidates' qualifications will be verified through reference checks~~

~~12.10. _____ Other actions necessary to ensure a fair selection process and a smooth transition to new leadership~~

Even if a professional adviser is used to facilitate the process, the Board shall retain the right and responsibility to oversee the process and to review all applications if desired.

The Board shall select candidates to be interviewed based on recommendations of the screener(s), if applicable, and the Board's own assessment of how candidates meet the criteria established by the Board.

The Board shall interview ~~preliminary and final~~ candidates and select a final candidate in closed session ~~and determine the most likely match for the district.~~ (Government Code 54957)

~~The~~

Before offering the position to the selected candidate or making any announcements, Board members may visit that candidate's current place of employment, as appropriate. Pursuant to Board Policy 2121 - Superintendent's Contract, the Board shall discuss and negotiate the Superintendent's contract in closed session, but shall vote to approve the contract in open session. (Government Code 53262, 54957, 54957.6)

The Board shall conduct any superintendent recruitment and selection process in accordance with legal and ethical obligations regarding confidentiality and equal opportunity.

As necessary, the Board may appoint an interim or acting superintendent, to manage the district when there is no permanent superintendent.

The Superintendent shall hold both a valid school administration certificate and a valid teacher's certificate. The Board may waive any credential requirement, but shall not employ a person whose credential has been revoked by the Commission on Teacher Credentialing pursuant to Education Code 44421-44427. ~~(Education Code 35028, 35029, 35029.1)~~ (Education Code 35028, 35029, 35029.1)

The Board shall not employ a person as Superintendent if, within the past five years, the candidate was convicted of any felony involving accepting or giving, or offering to give, any bribe, conflict of interest, the embezzlement of public money, extortion or theft of public money, perjury, or conspiracy to commit any of those crimes arising directly out of their official duties as a public employee. (Government Code 1021.5)

~~Before offering the position to the selected candidate or making any announcements, Board members may visit that candidate's current district, as appropriate, to obtain verification of his/her qualifications.~~

~~The Board shall deliberate in closed session to affirm the selection of the candidate and shall report the selection in open session. (Government Code 54957)~~

~~The Board shall conduct these proceedings in accordance with legal and ethical obligations regarding confidentiality and equal opportunity.~~

~~As necessary, the Board may appoint an interim superintendent to manage the district during the selection process.~~

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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
2 CCR 11006-11086	Discrimination in employment
Ed. Code 220	Prohibition of discrimination
Ed. Code 35026	Employment of district superintendent by certain district
Ed. Code 35028	Qualifications for employment
Ed. Code 35029	Waiver of credential requirements
Ed. Code 35029.1	Superintendent credentials
Ed. Code 35031	Term of employment
Ed. Code 44420-44440	Revocation and suspension of credentials
Gov. Code 1021.5	Public employment disqualification
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 53260-53264	Employment contracts
Gov. Code 54954	Time and place of regular meetings
Gov. Code 54957	Closed session personnel matters
Gov. Code 54957.1	Closed session; public report of action taken
Gov. Code 54957.6	Open session; superintendent contract
Federal	Description

Policy 2120: Superintendent Recruitment And Selection

Status: ADOPTED

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

The Governing Board recognizes that it is responsible for selecting and employing the Superintendent. Whenever it becomes necessary for the Board to fill a vacancy in the position of Superintendent, the Board shall work diligently to employ a person whose management and leadership abilities are most closely aligned with district needs.

The Board shall establish and implement a search and selection process that includes consideration of:

1. The district's current and long-term needs, including a review of the district's vision and goals
2. The desired characteristics of a new Superintendent, including professional experience, educational qualifications, leadership characteristics, philosophy of education, and other management, technical, interpersonal and conceptual skills, as well as the priorities the Board wants to place on different abilities, traits and levels of knowledge
3. The scope of the search, including whether to promote from within the district or broaden the search to include both internal and external candidates and, if external candidates will be considered, whether to conduct a statewide or nationwide search
4. The salary range and benefits to be offered
5. Basic elements to be included in the Superintendent's contract
6. Whether to hire a professional adviser to facilitate the hiring and contract negotiation process and to ensure that verifications of the candidates' qualifications are obtained
7. How and when to involve the community in certain phases of the selection process
8. The process for screening applications and determining how the screener(s) will be selected
9. Interview questions, processes, and participants
10. Other actions necessary to ensure a fair selection process and a smooth transition to new leadership

Even if a professional adviser is used to facilitate the process, the Board shall retain the right and responsibility to oversee the process and to review all applications if desired.

The Board shall select candidates to be interviewed based on recommendations of the screener(s), if applicable, and the Board's own assessment of how candidates meet the criteria established by the Board.

The Board shall interview candidates and select a final candidate in closed session. (Government Code 54957)

Before offering the position to the selected candidate or making any announcements, Board members may visit that candidate's current place of employment, as appropriate.

Pursuant to Board Policy 2121 - Superintendent's Contract, the Board shall discuss and negotiate the Superintendent's contract in closed session, but shall vote to approve the contract in open session. (Government Code 53262, 54957, 54957.6)

The Board shall conduct any superintendent recruitment and selection process in accordance with legal and ethical obligations regarding confidentiality and equal opportunity.

As necessary, the Board may appoint an interim or acting superintendent, to manage the district when there is no permanent superintendent.

The Superintendent shall hold both a valid school administration certificate and a valid teacher's certificate. The Board may waive any credential requirement, but shall not employ a person whose credential has been revoked by the Commission on Teacher Credentialing pursuant to Education Code 44421-44427. (Education Code 35028, 35029, 35029.1)

The Board shall not employ a person as Superintendent if, within the past five years, the candidate was convicted of any felony involving accepting or giving, or offering to give, any bribe, conflict of interest, the embezzlement of public money, extortion or theft of public money, perjury, or conspiracy to commit any of those crimes arising directly out of their official duties as a public employee. (Government Code 1021.5)

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Ed. Code 35029	Waiver of credential requirements
Ed. Code 35029.1	Superintendent credentials
Ed. Code 35031	Term of employment
Ed. Code 44420-44440	Revocation and suspension of credentials
Gov. Code 1021.5	Public employment disqualification
Gov. Code 11135	Prohibition of discrimination

Policy 4000: Concepts And Roles

Status: ADOPTED

Original Adopted Date: 08/25/2009

The Governing Board of Education recognizes/believes that the academic achievement, personal growth, and well-being of district students, and the success of district ~~students and~~ programs, hinges on effectivedistrict personnel. The Board desires to establish safe and supportive working conditions that will attract and retain staff members who are highly qualified and dedicated to the education and welfare of students.

The Board recognizes that every employee has a role in the district's successful operation. The Board encourages all district employees to express their ideas, concerns, and proposals related to the improvement of working conditions and the total educational program. The district's personnel policies and related regulations shall be designed to ensure a supportive, positive climate and shall be consistent with collective bargaining agreements and in conformance with state and federal law and regulations.

The district's relationship with its collective bargaining units is critical to enhancing organizational effectiveness and improving student outcomes. Whenever possible, it is the intent of the Board that the district communicate and collaborate regularly with the representatives of collective bargaining units to resolve conflict.

As the legal representative of the district in negotiations with employee representatives, the Board shall set goals and guidelines for collective bargaining, and take action on any tentative agreement. Additionally, the Board, in conjunction with the Superintendent, shall select the district's bargaining team, and maintain communications with the negotiating team during the bargaining process, ~~and adopt the negotiated contract.~~

Terms and conditions of employment which have been negotiated and stated in employee contracts shall have the force of policy. The Board shall hear employee complaints and appeals when such hearings are in accordance with Board policy or negotiated agreements.

The/Additionally, the Board shall ~~also~~ adopt wage and salary schedules and shall commit budget funds for staff development so that staff members may continue developing their skills.

The Superintendent has ~~primary~~ responsibility for overseeing ~~the district's/district~~ personnel ~~system~~. To support this effort, the Board shall approve a framework for sound hiring practices. The Superintendent shall nominate all personnel for employment, and the Board shall approve only those persons so recommended. Individuals who approach Board members regarding prospective employment shall be referred to the Superintendent or designee.

The Superintendent or designee shall assign and supervise the work of all employees and shall evaluate their work in accordance with effectiveall applicable collective bargaining agreements and any accountability systems approved by the Board. The/Additionally, the Superintendent or

designee~~also~~ shall recommend disciplinary action which the Board may take against employees when warranted pursuant to Board policy, administrative regulations, and/or state or federal law.

~~The Board recognizes that every employee has a stake in the district's successful operation. The Board encourages all district employees to express their ideas, concerns and proposals related to the improvement of working conditions and the total educational program.~~

The Superintendent or designee shall establish procedures whereby ~~he/she~~the Superintendent or designee will receive and consider employee suggestions and submit them, when appropriate, for consideration by the Board.

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Policy Reference Disclaimer:

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State

Ed. Code 35020

Description

[Duties of employees fixed by governing board](#)

Ed. Code 35035

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

Ed. Code 35160

[Authority of governing boards](#)

Gov. Code 3540-3549.3

[Educational Employment Relations Act](#)

Management Resources

California Labor Management Initiative Publication

Description

[Resource Guidebook: Building Partnerships to Create Great Public Schools, May 2024](#)

Website

[Californians Dedicated to Education Foundation](#)

Website

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

Cross References

Code

4030

Description

~~[Nondiscrimination In Employment](#)~~[Nondiscrimination In Employment](#)

4030

~~[Nondiscrimination In Employment](#)~~[Nondiscrimination In Employment](#)

4111

~~[Recruitment And Selection](#)~~[Recruitment And Selection](#)

4115

~~[Evaluation/Supervision](#)~~[Evaluation/Supervision](#)

4115

~~[Evaluation/Supervision](#)~~[Evaluation/Supervision](#)

Policy 4000: Concepts And Roles

Status: ADOPTED

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

The Governing Board believes that the academic achievement, personal growth, and well-being of district students, and the success of district programs, hinges on district personnel. The Board desires to establish safe and supportive working conditions that will attract and retain staff members who are highly qualified and dedicated to the education and welfare of students.

The Board recognizes that every employee has a role in the district's successful operation. The Board encourages all district employees to express their ideas, concerns, and proposals related to the improvement of working conditions and the total educational program. The district's personnel policies and related regulations shall be designed to ensure a supportive, positive climate and shall be consistent with collective bargaining agreements and in conformance with state and federal law and regulations.

The district's relationship with its collective bargaining units is critical to enhancing organizational effectiveness and improving student outcomes. Whenever possible, it is the intent of the Board that the district communicate and collaborate regularly with the representatives of collective bargaining units to resolve conflict.

As the legal representative of the district in negotiations with employee representatives, the Board shall set goals and guidelines for collective bargaining and take action on any tentative agreement. Additionally, the Board, in conjunction with the Superintendent, shall select the district's bargaining team and maintain communications with the negotiating team during the bargaining process.

Terms and conditions of employment which have been negotiated and stated in employee contracts shall have the force of policy. The Board shall hear employee complaints and appeals when such hearings are in accordance with Board policy or negotiated agreements. Additionally, the Board shall adopt wage and salary schedules and shall commit budget funds for staff development so that staff members may continue developing their skills.

The Superintendent has responsibility for overseeing district personnel. To support this effort, the Board shall approve a framework for sound hiring practices. The Superintendent shall nominate all personnel for employment, and the Board shall approve only those persons so recommended. Individuals who approach Board members regarding prospective employment shall be referred to the Superintendent or designee.

The Superintendent or designee shall assign and supervise the work of all employees and shall evaluate their work in accordance with all applicable collective bargaining agreements and any accountability systems approved by the Board. Additionally, the Superintendent or designee shall recommend disciplinary action which the Board may take against employees when warranted pursuant to Board policy, administrative regulations, and/or state or federal law.

The Board recognizes that every employee has a stake in the district's successful operation. The Board encourages all district employees to express their ideas, concerns and proposals related to the improvement of working conditions and the total educational program.

The Superintendent or designee shall establish procedures whereby the Superintendent or designee will receive and consider employee suggestions and submit them, when appropriate, for consideration by the Board.

Policy Reference Disclaimer:

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

State	Description
Ed. Code 35020	<u>Duties of employees fixed by governing board</u>
Ed. Code 35035	<u>Powers and duties of the superintendent; transfer authority</u>
Ed. Code 35160	<u>Authority of governing boards</u>
Gov. Code 3540-3549.3	<u>Educational Employment Relations Act</u>
Management Resources	Description
California Labor Management Initiative Publication	<u>Resource Guidebook: Building Partnerships to Create Great Public Schools, May 2024</u>
Website	<u>Californians Dedicated to Education Foundation</u>
Website	<u>CSBA District and County Office of Education Legal Services</u>

Cross References

Code	Description
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4111	Recruitment And Selection
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4131	Staff Development
4141	Collective Bargaining Agreement

Policy 5000: Concepts And Roles

Status: ADOPTED

Original Adopted Date: ~~12/10/1996~~05/01/1985 | Last Revised Date: ~~08/25/2009~~11/01/2025 |
Last Reviewed Date: 11/01/2025

The Governing Board of Education shall make every effort to maintain a safe, school environment and positive school environment and student services climate that promote promotes student welfare and academic achievement. The Additionally, the Board recognizes that student services offered by the district play an integral role in the academic achievement and emotional well-being of district students. In addition, the Board expects students to make good use of engage in learning opportunities offered by the district by demonstrating regular attendance, and completing assigned work in a timely and diligent manner, while maintaining appropriate conduct and respect for others.

The 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 has high expectations for staff and student conduct, responsible behavior, and respect for others, in accordance with Board Policy 0450 - Comprehensive Safety Plan.

The Board is fully committed to providing equal educational opportunities and keeping ~~the~~ maintaining schools that are free from discriminatory practices discrimination. The Board shall not tolerate the intimidation or harassment of any student for any reason:

, including discriminatory harassment, intimidation, and/or bullying, in accordance with Board Policy 0410 - Nondiscrimination in District Programs and Activities and Board Policy/Administrative Regulation 5145.3 - Nondiscrimination/Harassment.

The Superintendent or designee shall establish and keep inform parents/guardians and students well informed about school and district rules and regulations related to attendance, health examinations, records, grades, and student conduct. When conducting hearings related to discipline, attendance, and other student matters, the Board shall afford students their due process rights in accordance with law: and applicable Board policies and administrative regulations.

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

Policy 5000: Concepts And Roles

Status: ADOPTED

Original Adopted Date: 12/10/1996 | **Last Reviewed Date:** | **Last Revised Date:**

The Governing Board desires to create a safe school environment and positive school climate that promotes student welfare and academic achievement. Additionally, the Board recognizes that student services offered by the district play an integral role in the academic achievement and emotional well-being of district students. In addition, the Board expects students to engage in learning opportunities offered by the district by demonstrating regular attendance and completing assigned work in a timely and diligent manner, while maintaining appropriate conduct and respect for others.

The 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 has high expectations for staff and student conduct, responsible behavior, and respect for others, in accordance with Board Policy 0450 - Comprehensive Safety Plan.

The Board is fully committed to providing equal educational opportunities and maintaining schools that are free from discrimination. The Board shall not tolerate the intimidation or harassment of any student for any reason, including discriminatory harassment, intimidation, and/or bullying, in accordance with Board Policy 0410 - Nondiscrimination in District Programs and Activities and Board Policy/Administrative Regulation 5145.3 - Nondiscrimination/Harassment.

The Superintendent or designee shall establish and inform parents/guardians and students about school and district rules and regulations related to attendance, health examinations, records, grades, and student conduct. When conducting hearings related to discipline, attendance, and other student matters, the Board shall afford students their due process rights in accordance with law and applicable Board policies and administrative regulations.

Policy Reference Disclaimer:

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

State

Description

CA Constitution Article I, Section 28 Declaration of rights

Ed. Code 35160

[Authority of governing boards](#)

Ed. Code 35160.1

[Broad authority of school districts](#)

Ed. Code 35291-35291.5

[Rules](#)

Management Resources

Description

Policy 5020: Parent Rights And Responsibilities

Status: ADOPTED

Original Adopted Date: ~~03/25/2003~~02/01/1999 | **Last Revised Date:** ~~08/25/2009~~11/01/2025 |
Last Reviewed Date: 11/01/2025

The Governing ~~Board of Education~~ recognizes that parents/guardians of district students have certain rights as well as responsibilities related to the education of their children.

The Board believes that the ~~education of the~~ district's students relationship with parents/guardians is ~~a shared responsibility~~one of mutual support and respect. The Superintendent or designee shall work with parents/guardians, including parents/guardians of English learners, to determine appropriate roles and responsibilities of parents/guardians, ~~school staff and students~~ for continuing the intellectual, physical, emotional, and social development and well-being of their students ~~at each school site~~, including the means by which the ~~schools~~district and parents/guardians can help their students achieve academic and other standards of the ~~school~~.

district.

Within this framework, the ~~school's~~district's primary responsibility shall be to provide a high-quality curriculum and instructional program in a supportive and effective learning environment that enables all students to meet the academic expectations of the ~~school~~.

district.

Parents/guardians shall have the opportunity to work with schools in a mutually supportive and respectful partnership and to help their children succeed in school. (Education Code 51100)

The Superintendent or designee shall ensure that district staff understand the rights of parents/guardians afforded by law ~~and~~, Board policy, and administrative regulation, and follow acceptable practices that respect those rights.

The Superintendent or designee shall ensure that parents/guardians receive notification regarding their rights ~~in accordance with law~~.

, including, but not limited to, their rights in accordance with 20 USC 1232g and 34 CFR 99.1-99.8, the federal Family Educational Rights and Privacy Act (FERPA), and as specified in Board Policy/Exhibit (1) 5145.6 - Parent/Guardian Notifications.

When required by law, Board policy, or administrative regulation, the district shall notify parents/guardians that they may request to opt their student out of certain instruction. Students for whom the district has approved the opt out shall be offered an alternative activity of similar educational value.

The Superintendent or designee shall take all reasonable steps to ensure that all parents/guardians who speak a language other than English are properly notified in English, and in their home language, of the rights and opportunities available to them pursuant to Education Code 48985. (Education Code 51101.1)

The Superintendent or designee may establish a parent center at a school with a substantial number of students with a home language other than English, to encourage parent/guardian understanding of, and participation in, their children's educational programs. (Education Code 51101.1)

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Policy Reference Disclaimer:

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State

Description

Ed. Code 220.3

Prohibition of requiring employee or contractor to disclose information related to student's sexual orientation, gender identity, or gender expression

Ed. Code 243

Refusal of approval or prohibition of instructional materials

Ed. Code 33126

[School accountability report card](#)

Ed. Code 35291

[Rules](#)

Ed. Code 48070.5

[Promotion and retention of students](#)

Ed. Code 48985

[Notices to parents/guardian in language other than English](#)

Ed. Code 49091.10-49091.19

[Parental review of curriculum and instruction](#)

Ed. Code 49602

[Counseling and confidentiality of student information](#)

Ed. Code 51100-51140

[Parent/guardian rights](#)

Ed. Code 51204.5

History of California; contributions of people of all genders, ethnic, and cultural groups to development of state and nation

Ed. Code 51240

Excuse from health instruction due to conflicts with religious beliefs

Policy 5020: Parent Rights And Responsibilities

Status: ADOPTED

Original Adopted Date: 03/25/2003 | **Last Review Date:** | **Last Revised Date:**

The Governing Board recognizes that parents/guardians of district students have certain rights as well as responsibilities related to the education of their children.

The Board believes that the district's relationship with parents/guardians is one of mutual support and respect. The Superintendent or designee shall work with parents/guardians, including parents/guardians of English learners, to determine appropriate roles and responsibilities of parents/guardians for continuing the intellectual, physical, emotional, and social development and well-being of their students, including the means by which the district and parents/guardians can help their students achieve academic and other standards of the district.

Within this framework, the district's primary responsibility shall be to provide a high-quality curriculum and instructional program in a supportive and effective learning environment that enables all students to meet the academic expectations of the district.

Parents/guardians shall have the opportunity to work with schools in a mutually supportive and respectful partnership and to help their children succeed in school. (Education Code 51100)

The Superintendent or designee shall ensure that district staff understand the rights of parents/guardians afforded by law, Board policy, and administrative regulation, and follow acceptable practices that respect those rights.

The Superintendent or designee shall ensure that parents/guardians receive notification regarding their rights, including, but not limited to, their rights in accordance with 20 USC 1232g and 34 CFR 99.1-99.8, the federal Family Educational Rights and Privacy Act (FERPA), and as specified in Board Policy/Exhibit (1) 5145.6 - Parent/Guardian Notifications.

When required by law, Board policy, or administrative regulation, the district shall notify parents/guardians that they may request to opt their student out of certain instruction. Students for whom the district has approved the opt out shall be offered an alternative activity of similar educational value.

The Superintendent or designee shall take all reasonable steps to ensure that all parents/guardians who speak a language other than English are properly notified in English, and in their home language, of the rights and opportunities available to them pursuant to Education Code 48985. (Education Code 51101.1)

The Superintendent or designee may establish a parent center at a school with a substantial number

of students with a home language other than English, to encourage parent/guardian understanding of, and participation in, their children's educational programs. (Education Code 51101.1)

Policy Reference Disclaimer:

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

State	Description
Ed. Code 220.3	Prohibition of requiring employee or contractor to disclose information related to student's sexual orientation, gender identity, or gender expression
Ed. Code 243	Refusal of approval or prohibition of instructional materials
Ed. Code 33126	School accountability report card
Ed. Code 35291	Rules
Ed. Code 48070.5	Promotion and retention of students
Ed. Code 48985	Notices to parents/guardian in language other than English
Ed. Code 49091.10-49091.19	Parental review of curriculum and instruction
Ed. Code 49602	Counseling and confidentiality of student information
Ed. Code 51100-51140	Parent/guardian rights
Ed. Code 51204.5	History of California; contributions of people of all genders, ethnic, and cultural groups to development of state and nation
Ed. Code 51240	Excuse from health instruction due to conflicts with religious beliefs
Ed. Code 51501	Prohibited means of instruction; continued use of appropriately adopted materials
Ed. Code 51513	Personal beliefs
Ed. Code 51930-51939	California Healthy Youth Act
Ed. Code 60510	Disposal of surplus instructional materials
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1232h	Privacy rights

Policy 5113.12: District School Attendance Review Board

Status: ADOPTED

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

The Governing Board recognizes that poor school attendance and behavior problems negatively impact student learning and achievement and put students at greater risk of dropping out of school. The Superintendent or designee shall establish a comprehensive and integrated system for the early identification of attendance problems and shall implement strategies to encourage students' attendance. After other interventions have been exhausted, students with a pattern of unexcused absences may be referred to a school attendance review board (SARB), in accordance with applicable law, in order to receive intensive guidance and assistance.

The SARB shall maintain a continuing inventory of community resources, including alternative educational programs.

The Superintendent or designee shall collaborate with the SARB and appropriate community agencies, including, but not limited to, law enforcement agencies, child welfare agencies, and health services, to provide school-based and/or community-based interventions tailored to the specific needs of the student.

The Board shall appoint members to the district's SARB, who may include a parent/guardian, as well as representatives of various agencies including, but not limited to, school districts; the county probation department; the county welfare department; the County Superintendent of Schools; law enforcement agencies; community-based youth service centers; school guidance personnel; child welfare and attendance personnel; school or county health care personnel; school, county, or community mental health personnel; the county district attorney's office; and the county public defender's office. (Education Code 48321)

Each SARB shall, at least annually, consult with students who reflect the diversity of all the schools that are served by the SARB for the purpose of soliciting input that will assist SARB members in gaining a better understanding of, and proposing interventions for, student attendance and behavioral challenges. (Education Code 48321)

The district's SARB shall provide support to improve student attendance and behavior through proactive efforts focused on building positive school environments and improved school connectedness, early identification and immediate intervention to re-engage students with poor attendance or behavior, and intensive intervention with students and families to address severe or persistent attendance or behavior issues.

The district's SARB shall operate in accordance with Board Bylaw 9320 - Meetings and Notices, Board Bylaw 9321 - Closed Session, and Board Bylaw 9322 - Agenda/Meeting Materials; Education Code 48320-48325; applicable rules and regulations of the County Office of Education's SARB; and the Ralph M. Brown Act (open meeting requirements).

The SARB shall collect data and annually report outcomes on SARB referrals to the Board, Superintendent or designee, and County Superintendent. (Education Code 48273)

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 306	<u>Explanation of absence</u>
5 CCR 420-424	<u>Record of verification of absence due to illness and other causes</u>
Code of Civil Procedure 1985-1997	<u>Production of evidence; means of production</u>
Ed. Code 1740	<u>Employment of personnel to supervise attendance</u>
Ed. Code 1980-1986	<u>County community school</u>
Ed. Code 46010-46015	<u>Absences</u>
Ed. Code 48200-48208	<u>Children ages 6-18; compulsory full-time attendance</u>
Ed. Code 48240-48246	<u>Supervisors of attendance</u>
Ed. Code 48260-48273	<u>Truants</u>
Ed. Code 48290-48297	<u>Failure to comply; complaints against parents</u>
Ed. Code 48320-48325	<u>School attendance review boards</u>
Ed. Code 48340-48341	<u>Improvement of student attendance</u>
Ed. Code 48400-48403	<u>Compulsory continuation education</u>
Ed. Code 48660-48666	<u>Community day schools</u>
Ed. Code 49067	<u>Unexcused absences as cause of failing grade</u>
Gov. Code 54950-54963	<u>The Ralph M. Brown Act</u>
Pen. Code 270.1	<u>Chronic truancy; parent/guardian misdemeanor</u>
Pen. Code 272	<u>Parent/guardian duty to supervise and control minor child; criminal liability for truancy</u>
Pen. Code 830.1	<u>Peace officers</u>
Veh. Code 13202.7	Driving privileges; minors; suspension or delay for habitual truancy
W&I Code 11253.5	<u>Compulsory school attendance; eligibility for aid</u>

Regulation 5113.12: District School Attendance Review Board

Status: ADOPTED

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

Upon receiving a referral of a student with attendance and/or behavior problems, a designated member of the school attendance review board (SARB) shall review the case and may meet with school personnel to determine whether the school has provided sufficient information about the student's attendance record or behavior. If the referral is complete and is an appropriate matter for the SARB to consider, the SARB chairperson shall provide written notification to the student's parents/guardians stating the reasons a referral has been made, explaining the SARB process, advising whether additional information is needed, and describing school-level interventions that have previously been attempted.

The SARB shall meet with the student and the student's parents/guardians, give them an opportunity to present their understanding of the problem, and discuss the school and/or community resources appropriate for the student's circumstances.

In accordance with Board Bylaw 9321 - Closed Session, any SARB meeting to consider matters related to an individual student shall be held in closed session unless the parent/guardian requests, in writing, that the meeting be held in open session.

The SARB shall have access to relevant student records, but shall not provide access to others without written consent of the student's parent/guardian. (Education Code 49076)

For the limited purpose of making a proper disposition of the referral of a student, the SARB may issue subpoenas pursuant to Code of Civil Procedure 1985-1997, or may request the juvenile court to issue subpoenas to require the attendance of the student, parents/guardians or other person having control of the student, the school authority referring the student, or any other person who has pertinent or material information concerning the matter. The SARB shall not issue any subpoena that includes a request for production of written materials, but may request a juvenile court to issue such subpoena for the production of written materials. (Education Code 48263, 48321.5)

The SARB shall issue written directives stating the responsibilities of all persons involved, detailed resource referrals, and follow-up dates for the school's reports on the student's progress. The written directives shall include an agreement that the student will attend school or improve classroom behavior as applicable, and shall be signed by the student, the student's parents/guardians, the SARB chairperson, and the Superintendent or designee.

When referred by the SARB, a student may be assigned to a community day school or a county community school. (Education Code 1981, 48662)

At any time it deems proper, the SARB may require the student or the student's parents/guardians to furnish satisfactory evidence of participation in any available community services that the student or parents/guardians have been directed to use. (Education Code 48263)

Based on progress reports submitted by the school, the SARB may terminate the agreement upon the successful completion of the terms of the agreement, extend the time for completion of the agreement, or schedule another meeting with the student and the student's parents/guardians.

If the student's attendance or behavior problems cannot be resolved by the SARB, or if the student and/or the student's parents/guardians continually and willfully fail to respond to SARB directives or the services provided, the student or parents/guardians shall be referred to the appropriate agency, including law enforcement agencies when necessary. (Education Code 48263, 48290-48291)

Policy Reference Disclaimer:

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State	Description
5 CCR 306	<u>Explanation of absence</u>
5 CCR 420-424	<u>Record of verification of absence due to illness and other causes</u>
Code of Civil Procedure 1985-1997	<u>Production of evidence; means of production</u>
Ed. Code 1740	<u>Employment of personnel to supervise attendance</u>
Ed. Code 1980-1986	<u>County community school</u>
Ed. Code 46010-46015	<u>Absences</u>
Ed. Code 48200-48208	<u>Children ages 6-18; compulsory full-time attendance</u>
Ed. Code 48240-48246	<u>Supervisors of attendance</u>
Ed. Code 48260-48273	<u>Truants</u>
Ed. Code 48290-48297	<u>Failure to comply; complaints against parents</u>
Ed. Code 48320-48325	<u>School attendance review boards</u>
Ed. Code 48340-48341	<u>Improvement of student attendance</u>
Ed. Code 48400-48403	<u>Compulsory continuation education</u>
Ed. Code 48660-48666	<u>Community day schools</u>
Ed. Code 49067	<u>Unexcused absences as cause of failing grade</u>
Gov. Code 54950-54963	<u>The Ralph M. Brown Act</u>
Pen. Code 270.1	<u>Chronic truancy; parent/guardian misdemeanor</u>
Pen. Code 272	<u>Parent/guardian duty to supervise and control minor child; criminal liability for truancy</u>

Policy 5113.2: Work Permits

Status: ADOPTED

Original Adopted Date: ~~08/25/2009~~06/01/1995 | Last Revised Date: ~~05/11/2021~~09/01/2025 |
Last Reviewed Date: ~~05/11/2021~~09/01/2025

The Governing Board recognizes that part-time employment can provide students with income, job experience, and valuable life skills and should be permitted to the extent that such employment does not interfere with a student's education.— Before accepting any offer of employment, district students who are minors shall obtain work permits from the Superintendent or designee, regardless of whether the employment will occur when school is in session ~~and/or not in session~~, unless otherwise exempted by law.

Students with work permits shall be exempted from attendance in a full-time day school provided they attend part-time classes. (Education Code 48230)

In determining whether to grant or continue a work permit, the Superintendent or designee shall consider whether employment is likely to significantly interfere with the student's schoolwork. Students granted work permits shall be required to demonstrate and maintain a 2.0 grade point average and satisfactory school attendance, except during periods of extended school closure due to an emergency as described in Education Code 49200 and the accompanying administrative regulation. —On a case-by-case basis, the Superintendent or designee may approve a maximum work hour limit that is lower than the limit specified in law and administrative regulation.

~~Students with work permits may be exempted from attendance in a full-time day school provided they attend part-time classes. (Education Code 48230)~~

Work permits shall be limited to part-time employment as defined by law, except when the Superintendent or designee determines that circumstances warrant the granting of a permit for full-time employment.

Any student authorized to work full time when school is in session shall be enrolled in part-time continuation classes. ~~—Additionally, a~~ student ~~age~~-14 or 15 years of age who receives a permit to work full time shall also be enrolled in a work experience education program.— (Education Code 49130, 49131, 49135)

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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.

Policy 5113.2: Work Permits**Status:** ADOPTED**Original Adopted Date:** 08/25/2009 | **Last Revised Date:** | **Last Reviewed Date:**

The Governing Board recognizes that part-time employment can provide students with income, job experience, and valuable life skills and should be permitted to the extent that such employment does not interfere with a student's education. Before accepting any offer of employment, district students who are minors shall obtain work permits from the Superintendent or designee, regardless of whether the employment will occur when school is in session, unless otherwise exempted by law.

Students with work permits shall be exempted from attendance in a full-time day school provided they attend part-time classes. (Education Code 48230)

In determining whether to grant or continue a work permit, the Superintendent or designee shall consider whether employment is likely to significantly interfere with the student's schoolwork. Students granted work permits shall be required to demonstrate and maintain a 2.0 grade point average and satisfactory school attendance, except during periods of extended school closure due to an emergency as described in Education Code 49200 and the accompanying administrative regulation. On a case-by-case basis, the Superintendent or designee may approve a maximum work hour limit that is lower than the limit specified in law and administrative regulation.

Work permits shall be limited to part-time employment as defined by law, except when the Superintendent or designee determines that circumstances warrant the granting of a permit for full-time employment.

Any student authorized to work full time when school is in session shall be enrolled in part-time continuation classes. Additionally, a student 14 or 15 years of age who receives a permit to work full time shall also be enrolled in a work experience education program. (Education Code 49130, 49131, 49135)

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 10120-10121	<u>Work permits</u>
5 CCR 16023-16027	<u>District records; retention and destruction</u>
8 CCR 11701-11707	<u>Prohibited and dangerous occupations for minors</u>
8 CCR 11750-11763	<u>Work permits and conditions; minor employed in entertainment industry</u>

Policy 5117: Interdistrict Attendance

Status: ADOPTED

Original Adopted Date: ~~08/25/2009~~12/01/2015 | Last Revised Date: ~~10/24/2023~~11/01/2025 |
Last Reviewed Date: ~~10/24/2023~~11/01/2025

The Governing Board recognizes that parents/guardians of students who reside within the geographic boundaries of one district may, for a variety of reasons, desire to enroll their children in a school in another district.

Student transfers into and out of the district shall be in accordance with law and as specified in this policy and accompanying administrative regulation.

OPTION 1: Interdistrict Attendance Agreements and Permits

The ~~Board~~district may enter into an agreement with any other school district, for a term not to exceed five school years, for the interdistrict attendance of students who are residents of ~~the districts. either district.~~ (Education Code 46600)

The agreement shall specify the terms and conditions under which interdistrict attendance shall be permitted or denied. ~~It also~~Additionally, it may contain standards agreed upon by both districts for reapplication and/or revocation of the student's permit. ~~(Education Code 46600)~~

~~Upon receiving a permit for transfer into the district that has been approved by the student's district of residence, or upon receiving a written request from the parent/guardian of a district student who wishes to enroll in another district, the Superintendent or designee shall review the request and may approve or deny the permit subject to the terms and conditions of the interdistrict attendance agreement.~~

~~Transportation~~ (Education Code 46600)

When the request of a student seeking to transfer out of the district, or an individual permit verifying another district's approval for its student to transfer into the district, is received, the Superintendent or designee shall review, and approve or deny the request or permit based on the terms and conditions of the interdistrict attendance agreement.

OPTION 1 ENDS HERE

OPTION 2: School District of Choice Program

The district has registered as a "school district of choice" in accordance with Education Code 48301.

The Board shall, by resolution, annually establish the number of students that will be accepted into the district through this program based on recommendations by the Superintendent or designee. Once established, the district shall accept all students who apply to transfer into the district until the district is at maximum capacity, as required pursuant to Education Code 48301.

Student transfer requests into the district shall be considered through an unbiased process that prohibits an inquiry into or evaluation or consideration of whether a student should be enrolled based upon the student's academic or athletic performance, physical condition, proficiency in English, any of the individual characteristics set forth in Education Code 200, or family income. (Education Code 48301)

If the number of transfer applications exceeds the number of transfers the Board has elected to accept, approval for transfer shall be determined by a random drawing held in public at a regularly scheduled Board meeting. (Education Code 48301)

Because the district admits students in accordance with the school district of choice program, the Superintendent or designee shall not approve a student's transfer into the district based on an individual interdistrict attendance permit, pursuant to Education Code 46600-46610, except under extraordinary circumstances.

The Superintendent or designee shall keep an accounting of all requests for transfer through the school district of choice program and a record of their disposition, including, but not limited to, all of the following: (Education Code 48313)

1. The number of requests granted, denied, or withdrawn and, for denied requests, the reason for the denial
2. The number of students transferred into and out of the district pursuant to this program
3. The race, ethnicity, gender, self-reported socioeconomic status, eligibility for free or reduced-price meals, foster youth status, student experiencing homelessness status, and the district of residence for each student transferred into or out of the district pursuant to this program
4. The number of students transferred into or out of the district pursuant to this program who are classified as English learners or students with disabilities
5. As applicable, the number of students described in Items #3 and 4 above who are provided transportation assistance to a district school or program, and the total number of students provided transportation assistance, pursuant to the school district of choice program

The information specified in Items #1-5 above shall be reported to the Board at a regularly scheduled meeting. No later than October 15 of each year, the Superintendent or designee shall provide the same information for the current school year, as well as information regarding the

district's status as a school district of choice in the upcoming school year, to each geographically adjacent school district, the county office of education, and the Superintendent of Public Instruction. (Education Code 48313)

The district's compliance with all school district of choice program requirements shall be reviewed as part of the annual district audit conducted pursuant to Education Code 41020. (Education Code 48301)

OPTION 2 ENDS HERE

Instruction Collaboration Agreements

The district may, with Board approval, enter into an instruction collaboration agreement (ICA) with another school district, county office of education, or charter school for the district to offer the same or similar courses and coursework to students from another school district, county office of education, or charter school who have been impacted by any of the following: (Education Code 48345)

1. Disruptions or cancellations in science, technology, engineering, and mathematics (STEM) classes
2. Disruptions or cancellations in dual language immersion programs
3. Teacher shortages in STEM classes or dual language immersion programs

Prior to accepting students for classes for any of the reasons specified in Items #1-3 above, the Superintendent or designee shall, with Board approval, determine the maximum number of students that the district can accept for these purposes. The district shall accept students who apply until the district is at maximum capacity.

Students shall be transferred to this program through an unbiased process that prohibits an inquiry into, or evaluation or consideration of, whether a student should be authorized to participate in the course or coursework based upon the student's current academic or athletic performance, proficiency in English, physical condition, any of the individual characteristics specified in Education Code 200, or family income. If the number of applicants exceeds the number of seats available, the approval for participation shall be determined by a random public drawing at a regularly scheduled Board meeting. (Education Code 48345)

The Superintendent or designee shall publicly post information, including, but not limited to, applicable forms and timelines for submission pursuant to the ICA, to ensure that students and their families are aware of the opportunities to participate. (Education Code 48345)

When negotiating the ICA, the Superintendent or designee shall collaborate with the other participating local educational agencies to agree upon an appropriate shared cost structure. (Education Code 48345)

Transportation

Upon parent/guardian request, the district shall provide transportation assistance to a student receiving an interdistrict transfer who is eligible for free and reduced-price meals and is the child of an active duty military parent/guardian or a victim of bullying, as defined in Education Code 46600. (Education Code 46600)

~~In addition~~ Additionally, upon request of a student's parent/guardian, the Superintendent or designee may authorize transportation for any interdistrict transfer student to and from designated bus stops within the attendance area of the school that the student attends, if space is available.

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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

CA Constitution Article 1, Section 31

Description

[Nondiscrimination on the basis of race, sex, color, ethnicity, or national origin](#)

Ed. Code 200

Educational equity

Ed. Code 41020

[Requirement for annual audit](#)

Ed. Code 46600-46611

Interdistrict attendance agreements

Ed. Code 48204

[Residency requirements for school attendance](#)

Ed. Code 48300-48317

[Student attendance alternatives; school district of choice program](#)

Ed. Code 48900

[Grounds for suspension or expulsion](#)

Ed. Code 48915

[Expulsion; particular circumstances](#)

Ed. Code 48915.1

[Expelled individuals; enrollment in another district](#)

Ed. Code 48918

[Rules governing expulsion procedures](#)

Ed. Code 48980

[Parent/Guardian notifications](#)

Ed. Code 48985

[Notices to parents/guardian in language other than English](#)

Ed. Code 52317

[Regional Occupational Center/Program; enrollment of students; interdistrict attendance](#)

Ed. Code 8151

[Apprentices; exemption from interdistrict attendance agreement](#)

Policy 5117: Interdistrict Attendance

Status: ADOPTED

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

The Governing Board recognizes that parents/guardians of students who reside within the geographic boundaries of one district may, for a variety of reasons, desire to enroll their children in a school in another district. Student transfers into and out of the district shall be in accordance with law and as specified in this policy and accompanying administrative regulation.

OPTION 1: Interdistrict Attendance Agreements and Permits

The district may enter into an agreement with any other school district, for a term not to exceed five school years, for the interdistrict attendance of students who are residents of either district. (Education Code 46600)

The agreement shall specify the terms and conditions under which interdistrict attendance shall be permitted or denied. Additionally, it may contain standards agreed upon by both districts for reapplication and/or revocation of the student's permit. (Education Code 46600)

When the request of a student seeking to transfer out of the district, or an individual permit verifying another district's approval for its student to transfer into the district, is received, the Superintendent or designee shall review, and approve or deny the request or permit based on the terms and conditions of the interdistrict attendance agreement.

OPTION 1 ENDS HERE

Transportation

Upon parent/guardian request, the district shall provide transportation assistance to a student receiving an interdistrict transfer who is eligible for free and reduced-price meals and is the child of an active duty military parent/guardian or a victim of bullying, as defined in Education Code 46600. (Education Code 46600)

Additionally, upon request of a student's parent/guardian, the Superintendent or designee may authorize transportation for any interdistrict transfer student to and from designated bus stops within the attendance area of the school that the student attends, if space is available.

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.

Policy 5125: Student Records

Status: ADOPTED

Original Adopted Date: 01/23/2001 | **Last Revised Date:** 06/10/2025 | **Last Reviewed Date:** 06/10/2025

The Governing Board recognizes the importance of keeping accurate, comprehensive student records as required by law. The Superintendent or designee shall establish administrative regulations governing the identification, collection, retention, disclosure and security of student records. These regulations shall ensure the rights of authorized persons to have timely access to student records while maintaining the confidentiality of student records in accordance with state and federal law.

The Superintendent or designee shall designate a certificated employee to serve as custodian of records with responsibility for student records at the district level. At each school, the principal or a certificated employee shall be designated as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR 431)

If student records containing covered information which is not subject to the California Consumer Privacy Act are under the control of the operator of a website, online service or application, or mobile application, and the student's parent/guardian or the student, if 18 years of age or older, requests deletion of such records, the Superintendent or designee shall provide documentation to the operator that the student has not been enrolled in the district for at least 60 days. (Business and Professions Code 22584)

All appropriate personnel shall receive training regarding district policies and procedures for gathering and handling sensitive student information, including which information should not be solicited.

The district shall not collect or solicit social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. (Education Code 49076.7)

No information or documents regarding the citizenship or immigration status of students or their family members shall be collected, except as required by state or federal law or as required to administer a state or federally supported educational program. In accordance with board Policy 5145.13 – Response to Immigrant Enforcement, the Superintendent or designee shall not disclose student records to a person, agency, or organization for immigration enforcement purposes without parental consent, a court order, or a judicial subpoena/warrant. If a district employee receives such a request, the employee shall respond in accordance with Board Policy 5145.13 – Response to Immigrant Enforcement. The Superintendent shall report the request to the Board in a timely manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

[The immigration or citizenship status of a student or a student's family member may only be collected and disclosed in accordance with Board Policy/Administrative Regulation 1445 – Response to Immigration Enforcement.](#)

The district or any district employee shall not compile a list, registry, or database based on students' national origin, ethnicity, or religious belief, practice, or affiliation, or disclose student information

to federal government authorities for the purpose of compiling such a list, registry, or database for purposes of immigration enforcement. This prohibition does not apply to information that is aggregated and is not personally identifiable. (Government Code 8310.3)
The Superintendent or designee shall develop protocols to comply with a court's restraining order that prohibits a party from accessing specified records and information pertaining to a student. (Family Code 6323.5)

Student Records from Social Media

The Superintendent or designee may gather and maintain information from the social media of any district student, provided that the district first notifies students and parents/guardians about the proposed program, offers an opportunity for public comment at a regularly scheduled Board meeting, and gathers only information that directly pertains to school safety or student safety. (Education Code 49073.6)

Retention, Disclosure, and Security of Student Records

The Superintendent or designee shall ensure the confidentiality of student records as required by law and shall establish processes and procedures to safeguard data against damage, loss, or theft, including damage, loss, or theft, which may be caused by the use of technology, including artificial intelligence and breaches to the district's digital infrastructure, in the retention or disclosure of student records. ~~Additionally, in accordance with Board Policy 5145.13 – Response to Immigration Enforcement, all district staff shall avoid the disclosure of information that may indicate a student's or family's citizenship or immigration status if the disclosure is not authorized by law.~~

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

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)

The Superintendent or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third-party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code 49073.1 and other applicable state and federal laws.

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 16020-16027	Destruction of records of school districts
5 CCR 430-438	Individual student records
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

Policy 5125: Student Records

Status: ADOPTED

Original Adopted Date: 01/23/2001 | **Last Revised Date:** | **Last Reviewed Date:**

The Governing Board recognizes the importance of keeping accurate, comprehensive student records as required by law. The Superintendent or designee shall establish administrative regulations governing the identification, collection, retention, disclosure and security of student records. These regulations shall ensure the rights of authorized persons to have timely access to student records while maintaining the confidentiality of student records in accordance with state and federal law.

The Superintendent or designee shall designate a certificated employee to serve as custodian of records with responsibility for student records at the district level. At each school, the principal or a certificated employee shall be designated as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR 431)

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The immigration or citizenship status of a student or a student's family member may only be collected and disclosed in accordance with Board Policy/Administrative Regulation 1445 – Response to Immigration Enforcement.

The district or any district employee shall not compile a list, registry, or database based on students' national origin, ethnicity, or religious belief, practice, or affiliation, or disclose student information to federal government authorities for the purpose of compiling such a list, registry, or database for

purposes of immigration enforcement. This prohibition does not apply to information that is aggregated and is not personally identifiable. (Government Code 8310.3)
The Superintendent or designee shall develop protocols to comply with a court's restraining order that prohibits a party from accessing specified records and information pertaining to a student. (Family Code 6323.5)

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Bus. and Prof. Code 22584-22585	<u>Student Online Personal Information Protection Act</u>
Bus. and Prof. Code 22586-22587	<u>Early Learning Personal Information Protection Act</u>
Code of Civil Procedure 1985.3	<u>Subpoena duces tecum</u>

Regulation 5125: Student Records

Status: ADOPTED

Original Adopted Date: 08/25/2009 | Last Revised Date: 05/22/2025 | Last Reviewed Date: 05/22/2025

Definitions

Access means a personal inspection and review of a record or an accurate copy of a record, or receipt of an accurate copy of a record or an oral description or communication of a record, and a request to release a copy of any record. (Education Code 49061)

Adult student is a person who is or was enrolled in ~~the district school~~ and who is at least 18 years of age. (5 CCR 430)

Attendance includes, but is not limited to, attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunication technologies for students who are not physically present in the classroom, and the period during which a person is working under a work-study program. (34 CFR 99.3)

Contractor or consultant is anyone with a formal written agreement or contract with the district regarding the provision of services or functions outsourced by the district. Contractor or consultant shall not include a volunteer or other party. (Education Code 49076)

County placing agency means the county social service department or county probation department. (Education Code 49061)

Custodian of records is the employee responsible for the security of student records maintained by the district and for devising procedures for assuring that access to such records is limited to authorized persons. (5 CCR 433)

Disclosure means to permit access to, or the release, transfer, or other communication of, personally identifiable information contained in student records to any party, except the party that provided or created the record, by any means including oral, written, or electronic. (34 CFR 99.3)

District officials and employees are officials or employees, including teachers, whose duties and responsibilities to the district, whether routine or as a result of special circumstances, require access to student records. (34 CFR 99.31)

Legitimate educational interest is an interest held by any ~~district school~~ official, employee, contractor, or consultant whose official duties, responsibilities, or contractual obligations to the district, whether routine or as a result of special circumstances, require access to information contained in student records.

Mandatory interim student records are those records which the ~~district is schools are~~ directed to compile and maintain for specified periods of time and are then destroyed in accordance with state law, regulation, or administrative directive. (5 CCR 430)

Mandatory permanent student records are those records which are maintained in perpetuity and which ~~the district has schools have~~ been directed to compile by state law, regulation, or administrative directive. (5 CCR 430)

Parent/guardian means a natural parent, an adopted parent, legal guardian, surrogate parent, or foster parent. (Education Code 49061, 56050, 56055)

Permitted student records are those records having clear importance only to the current educational process of the student. (5 CCR 430)

Personally identifiable information includes but is not limited to: (34 CFR 99.3)

1. The student's name
2. The name of the student's parent/guardian or other family members
3. The address of the student or student's family
4. A personal identifier, such as the student's social security number, student number, or biometric record (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting)
5. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name
6. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty
7. Information requested by a person who the district reasonably believes knows the identity of the student to whom the student record relates

School officials and employees are officials or employees, including teachers, whose duties and responsibilities to the district, whether routine or as a result of special circumstances, require access to student records. (34 CFR 99.31)

Student means any individual who is or has been in attendance at the district and regarding whom the district maintains student records. (34 CFR 99.3)

Student records are any items of information (in handwriting, print, tape, film, computer, or other medium) gathered within or outside the district that are directly related to an identifiable student and maintained by the district, required to be maintained by an employee in the performance of the employee's duties, or maintained by a party acting for the district. Any information maintained for the purpose of second-party review is considered a student record. Student records include the student's health record. (Education Code 49061, 49062; 5 CCR 430; 34 CFR 99.3)

Student records do not include: (Education Code 49061, 49062; 34 CFR 99.3)

1. Directory information
2. Informal notes compiled by a ~~district official school officer~~ or employee which remain in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a substitute employee
3. Records of the law enforcement unit of the district, subject to 34 CFR 99.8
4. Records created or received by the district after an individual is no longer a student and that are not directly related to the individual's attendance as a student
5. Grades on peer-graded papers before they are collected and recorded by a teacher

In accordance with law, absolute access to any student records shall be granted to:

1. Parents/guardians of students younger than ~~age-18~~ years of age, including the parent who is not the student's custodial parent (Education Code 49069.7; Family Code 3025)

However, the district shall not disclose student records to a party, including a parent/guardian, who is legally prohibited from accessing records and information of a student pursuant to a restraining order. (Family Code 6323.5)

2. An adult student, or a student under the ~~age-of-18~~ years of age, who attends a postsecondary institution, in which case the student alone shall exercise rights related to the student's records and grant consent for the release of records (34 CFR 99.3, 99.5)
3. Parents/guardians of an adult student with exceptional needs who is ~~age-18~~ years of age or older and has been declared incompetent under state law (Education Code 56041.5)

Access for Limited Purpose/Legitimate Educational Interest

The following persons or agencies shall have access to those particular records that are relevant to their legitimate educational interest or other legally authorized purpose:

1. Parents/guardians of a student 18 years of age or older who is a dependent child as defined in 26 USC 152 (Education Code 49076; 34 CFR 99.31)
2. Students who are 16 years of age ~~16~~ or older or who have completed the 10th grade (Education Code 49076)
3. ~~School-District~~ officials and employees, consistent with the definition provided in the section "Definitions" above (Education Code 49076; 34 CFR 99.31)
4. Members of a school attendance review board (SARB) appointed pursuant to Education Code 48321 who are authorized representatives of the district and any volunteer aide 18 years of age aged-18 or older who has been investigated, selected, and trained by the SARB to provide follow-up services to a referred student (Education Code 49076)
5. Officials and employees of other ~~public-schools districts~~, school systems, or postsecondary institutions where the student intends or is directed to enroll, including local, county, or state correctional facilities where educational programs leading to high school graduation are provided, or where the student is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer (Education Code 49076; 34 CFR 99.31)

Unless the annual parent/guardian notification issued pursuant to Education Code 48980 includes a statement that the district may disclose students' personally identifiable information to officials of another ~~school district~~, school system, or postsecondary institution where the student seeks or intends to enroll, the Superintendent or designee shall, when such a disclosure is made, make a reasonable attempt to notify the parent/guardian or adult student at the last known address, provide a copy of the record that is disclosed, and give the parent/guardian or adult student an opportunity for a hearing to challenge the record. (34 CFR 99.34)

6. The Student Aid Commission, to provide the grade point average (GPA) of all district students in grade 12 and, when required, verification of high school graduation or its equivalent of all students who graduated in the prior academic year, for use in the Cal Grant postsecondary financial aid program.

However, such information shall not be submitted when students opt out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code ³

No later than January 1 each year, the Superintendent or designee shall notify each student in grade 11, and the student's parents/guardians if the student is under ~~age~~ 18 years of age, that the student's GPA will be forwarded to the Student Aid Commission by October 1 unless the student opts out within a period of time specified in the notice, which shall not be less than 30 days. (Education Code 69432.9)

Students' social security numbers shall not be included in the submitted information unless the Student Aid Commission deems it necessary to complete the financial aid application and the Superintendent or designee obtains permission from the student's parent/guardian, or from the adult student, to submit the social security number. (Education Code 69432.9)

7. The California College Guidance Initiative (CCGI) in accordance with a data sharing agreement pursuant to Education Code 60900, to provide data for use when planning for and applying to California public colleges and universities (Education Code 60900, 60900.5)

8. Federal, state, and local officials, as needed for an audit or evaluation of, or compliance with, a state or federally funded education program and in accordance with a written agreement developed pursuant to 34 CFR 99.35 (Education Code 49076; 34 CFR 99.3, 99.31, 99.35)

9. Any county placing agency acting as an authorized representative of a state or local educational agency which is required to audit or evaluate a state or federally supported education program pursuant to Item #8 above (Education Code 49076)

10. Any person, agency, or organization authorized in compliance with a court order or lawfully issued subpoena (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

Unless otherwise instructed by the court, the Superintendent or designee shall, prior to disclosing a record pursuant to a court order or subpoena, give the parent/guardian or adult student at least three days' notice of the name of the requesting agency and the specific record requested, if lawfully possible within the requirements of the judicial order. (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

11. Any district attorney who is participating in or conducting a truancy mediation program or participating in the presentation of evidence in a truancy petition (Education Code 49076)

12. A district attorney's office for consideration against a parent/guardian for failure to comply with compulsory education laws (Education Code 49076)

13. Any probation officer, district attorney, or counsel of record for a student who is a minor for the purposes of conducting a criminal investigation or an investigation in regards to declaring the minor a ward of the court or involving a violation of a condition of probation, subject to evidentiary rules specified in Welfare and Institutions Code 701 (Education Code 49076)

When disclosing records for these purposes, the Superintendent or designee shall obtain written certification from the recipient of the records that the information will not be disclosed to another party without prior written consent of the student's parent/guardian or the holder of the student's educational rights, unless specifically authorized by state or federal law. (Education Code 49076)

14. Any judge or probation officer for the purpose of conducting a truancy mediation program for a student or for the purpose of presenting evidence in a truancy petition pursuant to Welfare and Institutions Code 681 (Education Code 49076)

In such cases, the judge or probation officer shall certify in writing to the Superintendent or designee that the information will be used only for truancy purposes. Upon releasing student

information to a judge or probation officer, the Superintendent or designee shall inform, or provide written notification to, the student's parent/guardian within 24 hours. (Education Code 49076)

15. A foster family agency with jurisdiction over a currently enrolled or former student; short-term residential treatment program staff responsible for the education or case management of a student; or a caregiver who has direct responsibility for the care of a student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, as defined (Education Code 49076)

Such individuals shall have access to the student's current or most recent records of grades, transcripts, attendance, discipline, online communication on platforms established by ~~schools~~ the district for students and parents/guardians, and any individualized education program or Section 504 plan developed and maintained by the district (Education Code 49069.3)

16. A student age 14 years or older who is both a homeless student and an unaccompanied minor experiencing homelessness as defined in 42 USC 11434a (Education Code 49076)

17. An individual who completes items #1-4 of the Caregiver's Authorization Affidavit pursuant to Family Code 6552 and signs the affidavit for the purpose of enrolling a minor in school (Education Code 49076)

18. A caseworker or other representative of a state or local child welfare agency or tribal organization that has legal responsibility in accordance with state or tribal law for the care and protection of a student, provided that the individual is authorized by the agency or organization to receive the records and the information requested is directly related to providing assistance to address the student's educational needs (Education Code 49076; 20 USC 1232g)

19. Appropriate law enforcement authorities, in circumstances where Education Code 48902 requires that the district provide special education and disciplinary records of a student with exceptional needs who is suspended or expelled for committing an act violating Penal Code 245 (Education Code 48902, 49076)

When disclosing such records, the Superintendent or designee shall obtain written certification by the recipient of the records as described in Item #13 above. (Education Code 49076)

20. Designated peace officers or law enforcement agencies in cases where the district is authorized by law to assist law enforcement in investigations of suspected criminal conduct or kidnapping and a written ~~parental~~-consent by a parent/guardian, lawfully issued subpoena, or court order is submitted to the district, or information is provided to it indicating that an emergency exists in which the student's information is necessary to protect the health or safety of the student or other individuals (Education Code 49076.5)

In such cases, the Superintendent or designee shall provide information about the identity and location of the student as it relates to the transfer of that student's records to another public school district in California or any other state or to a California private school. (Education Code 49076.5)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

Any person, agency, or organization granted access is prohibited from releasing information to another person, agency, or organization without written permission from the parent/guardian or adult student unless specifically allowed by state law or the federal Family Educational Rights and Privacy Act (FERPA). (Education Code 49076; 20 USC 1232g; 34 CFR 99.1-99.8))

~~In addition~~ Additionally, the parent/guardian or adult student may provide written consent for access to be granted to persons, agencies, or organizations not afforded access rights by law. The written consent shall specify the records to be released and the party or parties to whom they may be released. (Education Code 49061, 49075)

Only a parent/guardian having legal custody of the student may consent to the release of records to others. Either parent/guardian may grant consent if both parents/guardians notify the district, in writing, that such an agreement has been made. (Education Code 49061)

Discretionary Access

At the discretion of the Superintendent or designee, information may be released from a student's records to the following:

1. Appropriate persons, including parents/guardians of a student, in connection with an emergency if the knowledge of the information is necessary to protect the health or safety of the student or other persons are at stake (Education Code 49076; 34 CFR 99.31, 99.32, 99.36)

When releasing information to any such appropriate person, the Superintendent or designee shall record information about the threat to the health or safety of the student or any other person that formed the basis for the disclosure and the person(s) to whom the disclosure was made. (Education Code 49076; 34 CFR 99.32)

Unless it would further endanger the health or safety of the student or other persons, the Superintendent or designee shall inform the parent/guardian or adult student within one week of the disclosure that the disclosure was made, of the articulable and significant threat to the health or safety of the student or other individuals that formed the basis for the disclosure, and of the parties to whom the disclosure was made.

2. Accrediting associations in order to carry out their accrediting functions (Education Code 49076; 34 CFR 99.31)

3. Organizations conducting studies on behalf of educational institutions or agencies for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction, provided that: (Education Code 49076; 34 CFR 99.31)

- a. The study is conducted in a manner that does not permit personal identification of students or parents/guardians by individuals other than representatives of the organization who have legitimate interests in the information.
- b. The information is destroyed when no longer needed for the purposes for which the study is conducted.
- c. The district enters into a written agreement with the organization that complies with 34 CFR 99.31.

4. Officials and employees of other districts, private schools or school systems where the student is enrolled or intends to enroll, subject to the rights of parents/guardians as provided in Education Code 49068 and in compliance with 34 CFR 99.34 (Education Code 49076; 34 CFR 99.31, 99.34)

5. Local health departments operating countywide or regional immunization information and reminder systems and the California Department of Public Health, unless the parent/guardian has requested that no disclosures of this type be made (Health and Safety Code 120440)

6. Contractors and consultants having a legitimate educational interest based on services or⁶

functions which have been outsourced to them through a formal written agreement or contract with the district, excluding volunteers or other parties (Education Code 49076)

7. Agencies or organizations in connection with the student's application for or receipt of financial aid, provided that information permitting the personal identification of a student or the student's parents/guardians for these purposes is disclosed only as may be necessary to determine the eligibility of the student for financial aid, determine the amount of financial aid, determine the conditions which will be imposed regarding the financial aid, or enforce the terms or conditions of the financial aid (Education Code 49076; 34 CFR 99.31)

8. County elections officials for the purpose of identifying students eligible to register to vote or offering such students an opportunity to register, subject to the limits set by 34 CFR 99.37 and under the condition that any information provided on this basis shall not be used for any other purpose or transferred to any other person or agency (Education Code 49076; 34 CFR 99.37)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

Any person, agency, or organization granted access is prohibited from releasing information to another person, agency, or organization without written permission from the parent/guardian or adult student unless specifically allowed by state law or FERPA. (Education Code 49076; 20 USC 1232g; 34 CFR 99.1-99.8))

Persons Generally Denied Access

A request for student records by an officer or employee of an agency conducting immigration enforcement shall be denied except in accordance with Board Policy/Administrative Regulation 1445 – Response to Immigration Enforcement.

De-identification of Records

When authorized by law for any program audit, educational research, or other purpose, the Superintendent or designee may release information from a student record without prior consent of the parent/guardian or adult student after the removal of all personally identifiable information. Prior to releasing such information, the Superintendent or designee shall make a reasonable determination that the student's identity is not personally identifiable, whether through single or multiple releases and taking into account other reasonably available information. (Education Code 49074, 49076; 20 USC 1232g; 34 CFR 99.31)

Process for Providing Access to Records

Student records shall be maintained digitally in a central location at the school attended by the student or, when records are maintained at different locations, a notation shall be placed in the central file indicating where other records may be found. Parents/guardians and adult students shall be notified of the location of student records if not centrally located. (Education Code 49069.7; 5 CCR 433)

The custodian of records shall be responsible for the security of student records and shall ensure that access is limited to authorized persons. (5 CCR 433)

The custodian of records shall develop reasonable methods, including physical, technological, and administrative policy controls, to ensure that ~~school-~~ district officials and employees obtain access to only those student records in which they have legitimate educational interests. (Education Code 49076; 5 CCR 431; 34 CFR 99.31)

To inspect, review, or obtain copies of student records, authorized persons shall submit a request to the custodian of records. Prior to granting the request, the custodian of records shall authenticate the individual's identity. For any individual granted access based on a legitimate educational interest, the request shall specify the interest involved.

Within five business days following the date of request, the authorized person shall be granted access to inspect, review, and obtain copies of student records during regular school hours. (Education Code 49069.7; 5 CCR 431)

When required by law, a student's parent/guardian or an adult student shall provide written, signed, and dated consent before the district discloses the student record. Such consent may be given through electronic means in those cases where it can be authenticated. The district's consent form shall specify the records that may be disclosed, state the purpose of the disclosure, and identify the party or class of parties to whom the disclosure may be made. Upon request by the parent/guardian or adult student, the district shall provide a copy of the records disclosed. (34 CFR 99.30)

If the parent/guardian or adult student refuses to provide written consent for the release of student information, the Superintendent or designee shall not release the information, unless it is otherwise subject to release based on a court order or a lawful subpoena.

Qualified certificated personnel shall be available to interpret records when requested. (Education Code 49069.7)

The custodian of records or the Superintendent or designee shall prevent the alteration, damage, or loss of records during inspection. (5 CCR 435)

Access Log

A log shall be maintained for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record and the legitimate educational interest of the requester. (Education Code 49064)

In every instance of inspection by persons who do not have assigned educational responsibility, the custodian of records shall make an entry in the log indicating the record inspected, the name of the person granted access, the reason access was granted, and the time and circumstances of inspection. (5 CCR 435)

~~The~~ Additionally, the custodian of records shall also make an entry in the log regarding any request for record(s) that was denied and the reason for the denial.

The log ~~shall~~ need not include requests for access to records by: (Education Code 49064)

1. Parents/guardians or adult students
2. Students who are 16 years of age or older or who have completed the 10th grade
3. Parties obtaining district-approved directory information
4. Parties who ~~provide~~ have received written ~~parental~~ consent by a parent/guardian and have provided it to the district, in which case the consent notice shall be filed with the record pursuant to Education Code 49075
5. ~~School District~~ officials and employees who have a legitimate educational interest
6. ~~Law enforcement personnel seeking immigration related information~~

The log shall be open to inspection only by the parent/guardian, adult student, dependent adult student, custodian of records, and certain state or federal officials specified in Education Code 49064. (Education Code 49064; 5 CCR 432)

Duplication of Student Records

To provide copies of any student record, the district may charge a reasonable fee not to exceed the actual cost of providing the copies. No charge shall be made for providing up to two transcripts or up to two verifications of various records for any former student. No charge shall be made to locate or retrieve any student record. (Education Code 49065)

Changes to Student Records

Only a parent/guardian having legal custody of a student or a student who is 18 years of age or is attending an institution of postsecondary education may challenge the content of a record or offer a written response to a record. (Education Code 49061)

No addition or change shall be made to a student's record after high school graduation or permanent departure, other than routine updating, unless required by law or with prior consent of the parent/guardian or adult student. (Education Code 49070; 5 CCR 437)

Any request to change a student's legal name in the student's mandatory permanent student record shall be accompanied with appropriate documentation.

Any challenge to the content of a student's record shall be filed in accordance with Education Code 49070 and the process specified in Administrative Regulation 5125.3 - Challenging Student Records.

Retention and Destruction of Student Records

All anecdotal information and assessment reports maintained as student records shall be dated and signed by the individual who originated the data. (5 CCR 431)

The following mandatory permanent student records shall be kept indefinitely: (5 CCR 432, 437)

1. Legal name of student
2. Date and place of birth and method of verifying birth date
3. Sex of student
4. Name and address of parent/guardian of minor student
 - a. Address of minor student if different from the above
 - b. Annual verification of parent/guardian's name and address and student's residence
5. Entrance and departure dates of each school year and for any summer session or other extra session
6. Subjects taken during each year, half-year, summer session, or quarter, and marks or credits given towards graduation
7. Verification of or exemption from required immunizations
8. Date of high school graduation or equivalent

Mandatory interim student records, unless forwarded to another district, shall be maintained subject to destruction during the third school year after the school year in which they originated,⁹

following a determination that their usefulness has ceased or the student has left the district. (Education Code 48918, 51747; 5 CCR 432, 437, 16027)

These records include:

1. Expulsion orders and the causes therefore
2. A log identifying persons or organizations who request or receive information from the student record
3. Health information, including verification or waiver of the health screening for school entry
4. Information on participation in special education programs, including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge
5. Language training records
6. Progress slips/notices required by Education Code 49066 and 49067
7. ~~Parental~~ Parent/guardian restrictions/stipulations regarding access to directory information
8. Parent/guardian or adult student rejoinders to challenged records and to disciplinary action
9. Parent/guardian authorization or prohibition of student participation in specific programs
10. Results of standardized tests administered within the past three years
11. Written findings resulting from an evaluation conducted after a specified number of missed assignments to determine whether it is in a student's best interest to remain in independent study

Permitted student records may be destroyed six months after the student completes or withdraws from the educational program and their usefulness ceases, including: (5 CCR 432, 437)

1. Objective counselor and/or teacher ratings
2. Standardized test results older than three years
3. Routine discipline data
4. Verified reports of relevant behavioral patterns
5. All disciplinary notices
6. Supplementary attendance records

Records shall be destroyed in a way that assures they will not be available to possible public inspection in the process of destruction. (5 CCR 437)

Transfer of Student Records

When a student transfers into ~~this~~ the district from any other ~~school~~ district, ~~or~~ a private school, or school system, the Superintendent or designee shall inform the student's parent/guardian of rights regarding student records, including a parent/guardian's right to review, challenge, and receive a copy of student records. (Education Code 49068; 5 CCR 438)

When a student transfers into this district from another district, the Superintendent or designee¹⁰

shall request that the student's previous district provide any records, either maintained by that district in the ordinary course of business or received from a law enforcement agency, regarding acts committed by the transferring student that resulted in the student's suspension or expulsion. (Education Code 48201)

When a student transfers from this district to another school district or to a private school, the Superintendent or designee shall forward a copy of the student's mandatory permanent record within 10 school days of the district's receipt of the request for the student's records. The original record or a copy shall be retained permanently by this district. If the transfer is to another California public school, the student's entire mandatory interim record shall also be forwarded. If the transfer is out of state or to a private school, the mandatory interim record may be forwarded. Permitted student records may be forwarded to any other district or private school. (Education Code 48918, 49068; 5 CCR 438)

Upon receiving a request from a county placing agency to transfer a student in foster care out of a district school, the Superintendent or designee shall transfer the student's records to the next educational placement within two business days. (Education Code 49069.5)

Additionally, when a student in foster care is enrolling in a district school, the district's liaison for foster youth shall contact, within two business days of the student's request for enrollment, the school last attended by the student to obtain all academic and other records. (Education Code 48853.5)

All student records shall be updated before they are transferred. (5 CCR 438)

Student records shall not be withheld from the requesting district because of any charges or fees owed by the student or parent/guardian. (5 CCR 438)

If the district is withholding grades, diploma, or transcripts from the student because of damage or loss of ~~school-district~~ property, this information shall be sent to the requesting district along with the student's records.

Notification of Parents/Guardians

Upon any student's initial enrollment, and at the beginning of each school year thereafter, the Superintendent or designee shall notify parents/guardians and eligible students, in writing, of their rights related to student records. If 15 percent or more of the students enrolled in the district speak a single primary language other than English, then the district shall provide these notices in that language. Otherwise, the district shall provide these notices in the student's home language insofar as practicable. The district shall effectively notify parents/guardians or eligible students with exceptional needs. (Education Code 48985, 49063; 5 CCR 431; 34 CFR 99.7)

The notice shall include: (Education Code 49063; 60900.5; 34 CFR 99.7, 99.34)

1. The types of student records kept by the district and the information contained therein
2. The title(s) of the official(s) responsible for maintaining each type of record
3. The location of the log identifying those who request information from the records
4. District criteria for defining ~~school-district~~ officials and employees and for determining legitimate educational interest
5. District policies for reviewing and expunging student records
6. The right to inspect and review student records and the procedures for doing so

7. The right to challenge and the procedures for challenging the content of a student record that the parent/guardian or student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights
8. The cost, if any, charged for duplicating copies of records
9. The categories of information defined as directory information pursuant to Education Code 49073
10. The right to consent to disclosures of personally identifiable information contained in the student's records except when disclosure without consent is authorized by law
11. Availability of the curriculum prospectus developed pursuant to Education Code 49091.14 containing the titles, descriptions, and instructional aims of every course offered by the school
12. The sharing with CCGI of specified district data and data collected by the California Department of Education for the purposes of college admissions, academic placement, and eligibility for student financial aid (Education Code 60900)
13. Any other rights and requirements set forth in Education Code 49060-49085, and the right of parents/guardians to file a complaint with the U.S. Department of Education concerning an alleged failure by the district to comply with 20 USC 1232g
14. A statement that the district forwards education records to other agencies or institutions that request the records and in which the student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment

~~In addition,~~ Additionally, the annual ~~parent/guardian parental~~ notification shall include a statement that a student's citizenship status, immigration status, place of birth, or any other information indicating national origin will ~~not be released without parental consent or a court order~~ only be released in accordance with Board Policy/Administrative Regulation 1445 – Response to Immigration Enforcement.

Student Records from Social Media

For the purpose of gathering and maintaining records of students' social media activity, the Superintendent or designee shall: (Education Code 49073.6)

1. Gather or maintain only information that pertains directly to school safety or student safety
2. Provide a student with access to any information that the district obtained from the student's social media activity and an opportunity to correct or delete such information
3. Destroy information gathered from social media and maintained in student records within one year after a student turns 18 years of age or within one year after the student is no longer enrolled in the district, whichever occurs first
4. Notify each parent/guardian that the student's information is being gathered from social media and that any information maintained in the student's records shall be destroyed as provided in Item #3 above.

~~The~~ Additionally, the notification shall ~~also~~ include, but is not limited to, an explanation of the process by which a student or the student's parent/guardian may access the student's records for examination of the information gathered or maintained and the process by which removal of the information may be requested or corrections to the information may be made. The notification may

be provided as part of the annual parent/guardian ~~parental~~ notification required pursuant to Education Code 48980.

5. If the district contracts with a third party to gather information on a student from social media, ensure that the contract:
 - a. Prohibits the third party from using the information for purposes other than those specified in the contract or from selling or sharing the information with any person or entity other than the district, the student, or the student's parent/guardian
 - b. Requires the third party to destroy the information immediately upon satisfying the terms of the contract, or when the district notifies the third party that the student has turned 18 years of age or is no longer enrolled in the district, whichever occurs first

Updating Name and/or Gender of Former Students

When a former student submits a state-issued driver's license, birth certificate, passport, social security card, court order, or other government-issued documentation demonstrating that the former student's legal name and/or gender has changed, the district shall update the former student's records to include the updated legal name and/or gender. Upon request by the former student, the district shall reissue any documents conferred upon the former student, including, but not limited to, a transcript, a high school diploma, a high school equivalency certificate, or other similar documents. (Education Code 49062.5)

If the former student's name or gender is changed and the requested records are reissued, a new document shall be added to the former student's file that includes all of the following information: (Education Code 49062.5)

1. The date of the request
2. The date the requested records were reissued to the former student
3. A list of the records that were requested by and reissued to the former student
4. The type of documentation, if any, provided by the former student to demonstrate a legal change to the student's name and/or gender
5. The name of the employee who completed the request
6. The current and former names and/or genders of the student

Any former student who submits a request to change the legal name and/or gender on the student's records but is unable to provide any government-issued documentation demonstrating the legal name or gender change, may request a name or gender change through the process described in Education Code 49070 and Administrative Regulation 5125.3 - Challenging Student Records. (Education Code 49062.5)

Policy Reference Disclaimer:

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

Regulation 5125: Student Records

Status: ADOPTED

Original Adopted Date: 08/25/2009 | Last Revised Date: 05/22/2025 | Last Reviewed Date: 05/22/2025

Definitions

Access means a personal inspection and review of a record or an accurate copy of a record, or receipt of an accurate copy of a record or an oral description or communication of a record, and a request to release a copy of any record. (Education Code 49061)

Adult student is a person who is or was enrolled in the district and who is at least 18 years of age. (5 CCR 430)

Attendance includes, but is not limited to, attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunication technologies for students who are not physically present in the classroom, and the period during which a person is working under a work-study program. (34 CFR 99.3)

Contractor or consultant is anyone with a formal written agreement or contract with the district regarding the provision of services or functions outsourced by the district. Contractor or consultant shall not include a volunteer or other party. (Education Code 49076)

County placing agency means the county social service department or county probation department. (Education Code 49061)

Custodian of records is the employee responsible for the security of student records maintained by the district and for devising procedures for assuring that access to such records is limited to authorized persons. (5 CCR 433)

Disclosure means to permit access to, or the release, transfer, or other communication of, personally identifiable information contained in student records to any party, except the party that provided or created the record, by any means including oral, written, or electronic. (34 CFR 99.3)

District officials and employees are officials or employees, including teachers, whose duties and responsibilities to the district, whether routine or as a result of special circumstances, require access to student records. (34 CFR 99.31)

Legitimate educational interest is an interest held by any district official, employee, contractor, or consultant whose official duties, responsibilities, or contractual obligations to the district, whether routine or as a result of special circumstances, require access to information contained in student records.

Mandatory interim student records are those records which the district is directed to compile and maintain for specified periods of time and are then destroyed in accordance with state law, regulation, or administrative directive. (5 CCR 430)

Mandatory permanent student records are those records which are maintained in perpetuity and which the district has been directed to compile by state law, regulation, or administrative directive. (5 CCR 430)

Parent/guardian means a natural parent, an adopted parent, legal guardian, surrogate parent, or foster parent. (Education Code 49061, 56050, 56055)

Permitted student records are those records having clear importance only to the current educational process of the student. (5 CCR 430)

Personally identifiable information includes but is not limited to: (34 CFR 99.3)

1. The student's name
2. The name of the student's parent/guardian or other family members
3. The address of the student or student's family
4. A personal identifier, such as the student's social security number, student number, or biometric record (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting)
5. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name
6. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty
7. Information requested by a person who the district reasonably believes knows the identity of the student to whom the student record relates

School officials and employees are officials or employees, including teachers, whose duties and responsibilities to the district, whether routine or as a result of special circumstances, require access to student records. (34 CFR 99.31)

Student means any individual who is or has been in attendance at the district and regarding whom the district maintains student records. (34 CFR 99.3)

Student records are any items of information (in handwriting, print, tape, film, computer, or other medium) gathered within or outside the district that are directly related to an identifiable student and maintained by the district, required to be maintained by an employee in the performance of the employee's duties, or maintained by a party acting for the district. Any information maintained for the purpose of second-party review is considered a student record. Student records include the student's health record. (Education Code 49061, 49062; 5 CCR 430; 34 CFR 99.3)

Student records do not include: (Education Code 49061, 49062; 34 CFR 99.3)

1. Directory information
2. Informal notes compiled by a district official or employee which remain in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a substitute employee
3. Records of the law enforcement unit of the district, subject to 34 CFR 99.8
4. Records created or received by the district after an individual is no longer a student and that are not directly related to the individual's attendance as a student
5. Grades on peer-graded papers before they are collected and recorded by a teacher

In accordance with law, absolute access to any student records shall be granted to:

1. Parents/guardians of students younger than 18 years of age, including the parent who is not the student's custodial parent (Education Code 49069.7; Family Code 3025)

However, the district shall not disclose student records to a party, including a parent/guardian, who is legally prohibited from accessing records and information of a student pursuant to a restraining order. (Family Code 6323.5)

2. An adult student, or a student under the 18 years of age, who attends a postsecondary institution, in which case the student alone shall exercise rights related to the student's records and grant consent for the release of records (34 CFR 99.3, 99.5)

3. Parents/guardians of an adult student with exceptional needs who is 18 years of age or older and has been declared incompetent under state law (Education Code 56041.5)

Access for Limited Purpose/Legitimate Educational Interest

The following persons or agencies shall have access to those particular records that are relevant to their legitimate educational interest or other legally authorized purpose:

1. Parents/guardians of a student 18 years of age or older who is a dependent child as defined in 26 USC 152 (Education Code 49076; 34 CFR 99.31)
2. Students who are 16 years of age or older or who have completed the 10th grade (Education Code 49076)
3. District officials and employees, consistent with the definition provided in the section "Definitions" above (Education Code 49076; 34 CFR 99.31)
4. Members of a school attendance review board (SARB) appointed pursuant to Education Code 48321 who are authorized representatives of the district and any volunteer aide 18 years of age or older who has been investigated, selected, and trained by the SARB to provide follow-up services to a referred student (Education Code 49076)
5. Officials and employees of other districts, school systems, or postsecondary institutions where the student intends or is directed to enroll, including local, county, or state correctional facilities where educational programs leading to high school graduation are provided, or where the student is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer (Education Code 49076; 34 CFR 99.31)

Unless the annual parent/guardian notification issued pursuant to Education Code 48980 includes a statement that the district may disclose students' personally identifiable information to officials of another district, school system, or postsecondary institution where the student seeks or intends to enroll, the Superintendent or designee shall, when such a disclosure is made, make a reasonable attempt to notify the parent/guardian or adult student at the last known address, provide a copy of the record that is disclosed, and give the parent/guardian or adult student an opportunity for a hearing to challenge the record. (34 CFR 99.34)

6. The Student Aid Commission, to provide the grade point average (GPA) of all district students in grade 12 and, when required, verification of high school graduation or its equivalent of all students who graduated in the prior academic year, for use in the Cal Grant postsecondary financial aid program.

However, such information shall not be submitted when students opt out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code¹⁶

No later than January 1 each year, the Superintendent or designee shall notify each student in grade 11, and the student's parents/guardians if the student is under 18 years of age, that the student's GPA will be forwarded to the Student Aid Commission by October 1 unless the student opts out within a period of time specified in the notice, which shall not be less than 30 days. (Education Code 69432.9)

Students' social security numbers shall not be included in the submitted information unless the Student Aid Commission deems it necessary to complete the financial aid application and the Superintendent or designee obtains permission from the student's parent/guardian, or from the adult student, to submit the social security number. (Education Code 69432.9)

7. The California College Guidance Initiative (CCGI) in accordance with a data sharing agreement pursuant to Education Code 60900, to provide data for use when planning for and applying to California public colleges and universities (Education Code 60900, 60900.5)

8. Federal, state, and local officials, as needed for an audit or evaluation of, or compliance with, a state or federally funded education program and in accordance with a written agreement developed pursuant to 34 CFR 99.35 (Education Code 49076; 34 CFR 99.3, 99.31, 99.35)

9. Any county placing agency acting as an authorized representative of a state or local educational agency which is required to audit or evaluate a state or federally supported education program pursuant to Item #8 above (Education Code 49076)

10. Any person, agency, or organization authorized in compliance with a court order or lawfully issued subpoena (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

Unless otherwise instructed by the court, the Superintendent or designee shall, prior to disclosing a record pursuant to a court order or subpoena, give the parent/guardian or adult student at least three days' notice of the name of the requesting agency and the specific record requested, if lawfully possible within the requirements of the judicial order. (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

11. Any district attorney who is participating in or conducting a truancy mediation program or participating in the presentation of evidence in a truancy petition (Education Code 49076)

12. A district attorney's office for consideration against a parent/guardian for failure to comply with compulsory education laws (Education Code 49076)

13. Any probation officer, district attorney, or counsel of record for a student who is a minor for the purposes of conducting a criminal investigation or an investigation in regards to declaring the minor a ward of the court or involving a violation of a condition of probation, subject to evidentiary rules specified in Welfare and Institutions Code 701 (Education Code 49076)

When disclosing records for these purposes, the Superintendent or designee shall obtain written certification from the recipient of the records that the information will not be disclosed to another party without prior written consent of the student's parent/guardian or the holder of the student's educational rights, unless specifically authorized by state or federal law. (Education Code 49076)

14. Any judge or probation officer for the purpose of conducting a truancy mediation program for a student or for the purpose of presenting evidence in a truancy petition pursuant to Welfare and Institutions Code 681 (Education Code 49076)

In such cases, the judge or probation officer shall certify in writing to the Superintendent or designee that the information will be used only for truancy purposes. Upon releasing student

information to a judge or probation officer, the Superintendent or designee shall inform, or provide written notification to, the student's parent/guardian within 24 hours. (Education Code 49076)

15. A foster family agency with jurisdiction over a currently enrolled or former student; short-term residential treatment program staff responsible for the education or case management of a student; or a caregiver who has direct responsibility for the care of a student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, as defined (Education Code 49076)

Such individuals shall have access to the student's current or most recent records of grades, transcripts, attendance, discipline, online communication on platforms established by the district for students and parents/guardians, and any individualized education program or Section 504 plan developed and maintained by the district (Education Code 49069.3)

16. A student age 14 years or older who is both a homeless student and an unaccompanied minor experiencing homelessness as defined in 42 USC 11434a (Education Code 49076)

17. An individual who completes items #1-4 of the Caregiver's Authorization Affidavit pursuant to Family Code 6552 and signs the affidavit for the purpose of enrolling a minor in school (Education Code 49076)

18. A caseworker or other representative of a state or local child welfare agency or tribal organization that has legal responsibility in accordance with state or tribal law for the care and protection of a student, provided that the individual is authorized by the agency or organization to receive the records and the information requested is directly related to providing assistance to address the student's educational needs (Education Code 49076; 20 USC 1232g)

19. Appropriate law enforcement authorities, in circumstances where Education Code 48902 requires that the district provide special education and disciplinary records of a student with exceptional needs who is suspended or expelled for committing an act violating Penal Code 245 (Education Code 48902, 49076)

When disclosing such records, the Superintendent or designee shall obtain written certification by the recipient of the records as described in Item #13 above. (Education Code 49076)

20. Designated peace officers or law enforcement agencies in cases where the district is authorized by law to assist law enforcement in investigations of suspected criminal conduct or kidnapping and a written consent by a parent/guardian, lawfully issued subpoena, or court order is submitted to the district, or information is provided to it indicating that an emergency exists in which the student's information is necessary to protect the health or safety of the student or other individuals (Education Code 49076.5)

In such cases, the Superintendent or designee shall provide information about the identity and location of the student as it relates to the transfer of that student's records to another public school district in California or any other state or to a California private school. (Education Code 49076.5)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

Any person, agency, or organization granted access is prohibited from releasing information to another person, agency, or organization without written permission from the parent/guardian or adult student unless specifically allowed by state law or the federal Family Educational Rights and Privacy Act (FERPA). (Education Code 49076; 20 USC 1232g; 34 CFR 99.1-99.8))

Additionally, the parent/guardian or adult student may provide written consent for access to be granted to persons, agencies, or organizations not afforded access rights by law. The written consent shall specify the records to be released and the party or parties to whom they may be released. (Education Code 49061, 49075)

Only a parent/guardian having legal custody of the student may consent to the release of records to others. Either parent/guardian may grant consent if both parents/guardians notify the district, in writing, that such an agreement has been made. (Education Code 49061)

Discretionary Access

At the discretion of the Superintendent or designee, information may be released from a student's records to the following:

1. Appropriate persons, including parents/guardians of a student, in connection with an emergency if the knowledge of the information is necessary to protect the health or safety of the student or other persons are at stake (Education Code 49076; 34 CFR 99.31, 99.32, 99.36)

When releasing information to any such appropriate person, the Superintendent or designee shall record information about the threat to the health or safety of the student or any other person that formed the basis for the disclosure and the person(s) to whom the disclosure was made. (Education Code 49076; 34 CFR 99.32)

Unless it would further endanger the health or safety of the student or other persons, the Superintendent or designee shall inform the parent/guardian or adult student within one week of the disclosure that the disclosure was made, of the articulable and significant threat to the health or safety of the student or other individuals that formed the basis for the disclosure, and of the parties to whom the disclosure was made.

2. Accrediting associations in order to carry out their accrediting functions (Education Code 49076; 34 CFR 99.31)

3. Organizations conducting studies on behalf of educational institutions or agencies for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction, provided that: (Education Code 49076; 34 CFR 99.31)

- a. The study is conducted in a manner that does not permit personal identification of students or parents/guardians by individuals other than representatives of the organization who have legitimate interests in the information.
- b. The information is destroyed when no longer needed for the purposes for which the study is conducted.
- c. The district enters into a written agreement with the organization that complies with 34 CFR 99.31.

4. Officials and employees of other districts, private schools or school systems where the student is enrolled or intends to enroll, subject to the rights of parents/guardians as provided in Education Code 49068 and in compliance with 34 CFR 99.34 (Education Code 49076; 34 CFR 99.31, 99.34)

5. Local health departments operating countywide or regional immunization information and reminder systems and the California Department of Public Health, unless the parent/guardian has requested that no disclosures of this type be made (Health and Safety Code 120440)

6. Contractors and consultants having a legitimate educational interest based on services or¹⁹

functions which have been outsourced to them through a formal written agreement or contract with the district, excluding volunteers or other parties (Education Code 49076)

7. Agencies or organizations in connection with the student's application for or receipt of financial aid, provided that information permitting the personal identification of a student or the student's parents/guardians for these purposes is disclosed only as may be necessary to determine the eligibility of the student for financial aid, determine the amount of financial aid, determine the conditions which will be imposed regarding the financial aid, or enforce the terms or conditions of the financial aid (Education Code 49076; 34 CFR 99.31)

8. County elections officials for the purpose of identifying students eligible to register to vote or offering such students an opportunity to register, subject to the limits set by 34 CFR 99.37 and under the condition that any information provided on this basis shall not be used for any other purpose or transferred to any other person or agency (Education Code 49076; 34 CFR 99.37)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

Any person, agency, or organization granted access is prohibited from releasing information to another person, agency, or organization without written permission from the parent/guardian or adult student unless specifically allowed by state law or FERPA. (Education Code 49076; 20 USC 1232g; 34 CFR 99.1-99.8))

Persons Generally Denied Access

A request for student records by an officer or employee of an agency conducting immigration enforcement shall be denied except in accordance with Board Policy/Administrative Regulation 1445 – Response to Immigration Enforcement.

De-identification of Records

When authorized by law for any program audit, educational research, or other purpose, the Superintendent or designee may release information from a student record without prior consent of the parent/guardian or adult student after the removal of all personally identifiable information. Prior to releasing such information, the Superintendent or designee shall make a reasonable determination that the student's identity is not personally identifiable, whether through single or multiple releases and taking into account other reasonably available information. (Education Code 49074, 49076; 20 USC 1232g; 34 CFR 99.31)

Process for Providing Access to Records

Student records shall be maintained digitally in a central location at the school attended by the student or, when records are maintained at different locations, a notation shall be placed in the central file indicating where other records may be found. Parents/guardians and adult students shall be notified of the location of student records if not centrally located. (Education Code 49069.7; 5 CCR 433)

The custodian of records shall be responsible for the security of student records and shall ensure that access is limited to authorized persons. (5 CCR 433)

The custodian of records shall develop reasonable methods, including physical, technological, and administrative policy controls, to ensure that district officials and employees obtain access to only those student records in which they have legitimate educational interests. (Education Code 49076; 5 CCR 431; 34 CFR 99.31)

To inspect, review, or obtain copies of student records, authorized persons shall submit a request to the custodian of records. Prior to granting the request, the custodian of records shall authenticate the individual's identity. For any individual granted access based on a legitimate educational interest, the request shall specify the interest involved.

Within five business days following the date of request, the authorized person shall be granted access to inspect, review, and obtain copies of student records during regular school hours. (Education Code 49069.7; 5 CCR 431)

When required by law, a student's parent/guardian or an adult student shall provide written, signed, and dated consent before the district discloses the student record. Such consent may be given through electronic means in those cases where it can be authenticated. The district's consent form shall specify the records that may be disclosed, state the purpose of the disclosure, and identify the party or class of parties to whom the disclosure may be made. Upon request by the parent/guardian or adult student, the district shall provide a copy of the records disclosed. (34 CFR 99.30)

If the parent/guardian or adult student refuses to provide written consent for the release of student information, the Superintendent or designee shall not release the information, unless it is otherwise subject to release based on a court order or a lawful subpoena.

Qualified certificated personnel shall be available to interpret records when requested. (Education Code 49069.7)

The custodian of records or the Superintendent or designee shall prevent the alteration, damage, or loss of records during inspection. (5 CCR 435)

Access Log

A log shall be maintained for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record and the legitimate educational interest of the requester. (Education Code 49064)

In every instance of inspection by persons who do not have assigned educational responsibility, the custodian of records shall make an entry in the log indicating the record inspected, the name of the person granted access, the reason access was granted, and the time and circumstances of inspection. (5 CCR 435)

Additionally, the custodian of records shall also make an entry in the log regarding any request for record(s) that was denied and the reason for the denial.

The log need not include requests for access to records by: (Education Code 49064)

1. Parents/guardians or adult students
2. Students who are 16 years of age or older or who have completed the 10th grade
3. Parties obtaining district-approved directory information
4. Parties who have received written consent by a parent/guardian and have provided it to the district, in which case the consent notice shall be filed with the record pursuant to Education Code 49075
5. District officials and employees who have a legitimate educational interest
- 6.

The log shall be open to inspection only by the parent/guardian, adult student, dependent adult student, custodian of records, and certain state or federal officials specified in Education Code 49064. (Education Code 49064; 5 CCR 432)

Duplication of Student Records

To provide copies of any student record, the district may charge a reasonable fee not to exceed the actual cost of providing the copies. No charge shall be made for providing up to two transcripts or up to two verifications of various records for any former student. No charge shall be made to locate or retrieve any student record. (Education Code 49065)

Changes to Student Records

Only a parent/guardian having legal custody of a student or a student who is 18 years of age or is attending an institution of postsecondary education may challenge the content of a record or offer a written response to a record. (Education Code 49061)

No addition or change shall be made to a student's record after high school graduation or permanent departure, other than routine updating, unless required by law or with prior consent of the parent/guardian or adult student. (Education Code 49070; 5 CCR 437)

Any request to change a student's legal name in the student's mandatory permanent student record shall be accompanied with appropriate documentation.

Any challenge to the content of a student's record shall be filed in accordance with Education Code 49070 and the process specified in Administrative Regulation 5125.3 - Challenging Student Records.

Retention and Destruction of Student Records

All anecdotal information and assessment reports maintained as student records shall be dated and signed by the individual who originated the data. (5 CCR 431)

The following mandatory permanent student records shall be kept indefinitely: (5 CCR 432, 437)

1. Legal name of student
2. Date and place of birth and method of verifying birth date
3. Sex of student
4. Name and address of parent/guardian of minor student
 - a. Address of minor student if different from the above
 - b. Annual verification of parent/guardian's name and address and student's residence
5. Entrance and departure dates of each school year and for any summer session or other extra session
6. Subjects taken during each year, half-year, summer session, or quarter, and marks or credits given towards graduation
7. Verification of or exemption from required immunizations
8. Date of high school graduation or equivalent

Mandatory interim student records, unless forwarded to another district, shall be maintained subject to destruction during the third school year after the school year in which they originated.²²

following a determination that their usefulness has ceased or the student has left the district. (Education Code 48918, 51747; 5 CCR 432, 437, 16027)

These records include:

1. Expulsion orders and the causes therefore
2. A log identifying persons or organizations who request or receive information from the student record
3. Health information, including verification or waiver of the health screening for school entry
4. Information on participation in special education programs, including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge
5. Language training records
6. Progress slips/notices required by Education Code 49066 and 49067
7. Parent/guardian restrictions/stipulations regarding access to directory information
8. Parent/guardian or adult student rejoinders to challenged records and to disciplinary action
9. Parent/guardian authorization or prohibition of student participation in specific programs
10. Results of standardized tests administered within the past three years
11. Written findings resulting from an evaluation conducted after a specified number of missed assignments to determine whether it is in a student's best interest to remain in independent study

Permitted student records may be destroyed six months after the student completes or withdraws from the educational program and their usefulness ceases, including: (5 CCR 432, 437)

1. Objective counselor and/or teacher ratings
2. Standardized test results older than three years
3. Routine discipline data
4. Verified reports of relevant behavioral patterns
5. All disciplinary notices
6. Supplementary attendance records

Records shall be destroyed in a way that assures they will not be available to possible public inspection in the process of destruction. (5 CCR 437)

Transfer of Student Records

When a student transfers into the district from any other district, a private school, or school system, the Superintendent or designee shall inform the student's parent/guardian of rights regarding student records, including a parent/guardian's right to review, challenge, and receive a copy of student records. (Education Code 49068; 5 CCR 438)

When a student transfers into this district from another district, the Superintendent or designee²³

shall request that the student's previous district provide any records, either maintained by that district in the ordinary course of business or received from a law enforcement agency, regarding acts committed by the transferring student that resulted in the student's suspension or expulsion. (Education Code 48201)

When a student transfers from this district to another school district or to a private school, the Superintendent or designee shall forward a copy of the student's mandatory permanent record within 10 school days of the district's receipt of the request for the student's records. The original record or a copy shall be retained permanently by this district. If the transfer is to another California public school, the student's entire mandatory interim record shall also be forwarded. If the transfer is out of state or to a private school, the mandatory interim record may be forwarded. Permitted student records may be forwarded to any other district or private school. (Education Code 48918, 49068; 5 CCR 438)

Upon receiving a request from a county placing agency to transfer a student in foster care out of a district school, the Superintendent or designee shall transfer the student's records to the next educational placement within two business days. (Education Code 49069.5)

Additionally, when a student in foster care is enrolling in a district school, the district's liaison for foster youth shall contact, within two business days of the student's request for enrollment, the school last attended by the student to obtain all academic and other records. (Education Code 48853.5)

All student records shall be updated before they are transferred. (5 CCR 438)

Student records shall not be withheld from the requesting district because of any charges or fees owed by the student or parent/guardian. (5 CCR 438)

If the district is withholding grades, diploma, or transcripts from the student because of damage or loss of district property, this information shall be sent to the requesting district along with the student's records.

Notification of Parents/Guardians

Upon any student's initial enrollment, and at the beginning of each school year thereafter, the Superintendent or designee shall notify parents/guardians and eligible students, in writing, of their rights related to student records. If 15 percent or more of the students enrolled in the district speak a single primary language other than English, then the district shall provide these notices in that language. Otherwise, the district shall provide these notices in the student's home language insofar as practicable. The district shall effectively notify parents/guardians or eligible students with exceptional needs. (Education Code 48985, 49063; 5 CCR 431; 34 CFR 99.7)

The notice shall include: (Education Code 49063; 60900.5; 34 CFR 99.7, 99.34)

1. The types of student records kept by the district and the information contained therein
2. The title(s) of the official(s) responsible for maintaining each type of record
3. The location of the log identifying those who request information from the records
4. District criteria for defining district officials and employees and for determining legitimate educational interest
5. District policies for reviewing and expunging student records
6. The right to inspect and review student records and the procedures for doing so

7. The right to challenge and the procedures for challenging the content of a student record that the parent/guardian or student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights
8. The cost, if any, charged for duplicating copies of records
9. The categories of information defined as directory information pursuant to Education Code 49073
10. The right to consent to disclosures of personally identifiable information contained in the student's records except when disclosure without consent is authorized by law
11. Availability of the curriculum prospectus developed pursuant to Education Code 49091.14 containing the titles, descriptions, and instructional aims of every course offered by the school
12. The sharing with CCGI of specified district data and data collected by the California Department of Education for the purposes of college admissions, academic placement, and eligibility for student financial aid (Education Code 60900)
13. Any other rights and requirements set forth in Education Code 49060-49085, and the right of parents/guardians to file a complaint with the U.S. Department of Education concerning an alleged failure by the district to comply with 20 USC 1232g
14. A statement that the district forwards education records to other agencies or institutions that request the records and in which the student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment

Additionally, the annual parent/guardian notification shall include a statement that a student's citizenship status, immigration status, place of birth, or any other information indicating national origin will only be released in accordance with Board Policy/Administrative Regulation 1445 – Response to Immigration Enforcement.

Student Records from Social Media

For the purpose of gathering and maintaining records of students' social media activity, the Superintendent or designee shall: (Education Code 49073.6)

1. Gather or maintain only information that pertains directly to school safety or student safety
2. Provide a student with access to any information that the district obtained from the student's social media activity and an opportunity to correct or delete such information
3. Destroy information gathered from social media and maintained in student records within one year after a student turns 18 years of age or within one year after the student is no longer enrolled in the district, whichever occurs first
4. Notify each parent/guardian that the student's information is being gathered from social media and that any information maintained in the student's records shall be destroyed as provided in Item #3 above.

Additionally, the notification shall include, but is not limited to, an explanation of the process by which a student or the student's parent/guardian may access the student's records for examination of the information gathered or maintained and the process by which removal of the information may be requested or corrections to the information may be made. The notification may be provided as part of the annual parent/guardian notification required pursuant to Education Code 48980.²⁵

5. If the district contracts with a third party to gather information on a student from social media, ensure that the contract:
 - a. Prohibits the third party from using the information for purposes other than those specified in the contract or from selling or sharing the information with any person or entity other than the district, the student, or the student's parent/guardian
 - b. Requires the third party to destroy the information immediately upon satisfying the terms of the contract, or when the district notifies the third party that the student has turned 18 years of age or is no longer enrolled in the district, whichever occurs first

Updating Name and/or Gender of Former Students

When a former student submits a state-issued driver's license, birth certificate, passport, social security card, court order, or other government-issued documentation demonstrating that the former student's legal name and/or gender has changed, the district shall update the former student's records to include the updated legal name and/or gender. Upon request by the former student, the district shall reissue any documents conferred upon the former student, including, but not limited to, a transcript, a high school diploma, a high school equivalency certificate, or other similar documents. (Education Code 49062.5)

If the former student's name or gender is changed and the requested records are reissued, a new document shall be added to the former student's file that includes all of the following information: (Education Code 49062.5)

1. The date of the request
2. The date the requested records were reissued to the former student
3. A list of the records that were requested by and reissued to the former student
4. The type of documentation, if any, provided by the former student to demonstrate a legal change to the student's name and/or gender
5. The name of the employee who completed the request
6. The current and former names and/or genders of the student

Any former student who submits a request to change the legal name and/or gender on the student's records but is unable to provide any government-issued documentation demonstrating the legal name or gender change, may request a name or gender change through the process described in Education Code 49070 and Administrative Regulation 5125.3 - Challenging Student Records. (Education Code 49062.5)

Policy Reference Disclaimer:

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

Policy 5125.1: Release Of Directory Information

Status: ADOPTED

Original Adopted Date: ~~08/25/2009~~11/01/2001 | Last Revised Date: 01/01/2026 | Last Reviewed Date: 01/01/2026

The Governing ~~Board of Education~~ recognizes the importance of maintaining the confidentiality of directory information and therefore authorizes the release of such information ~~only, including to news media or nonprofit organizations,~~ in accordance with law, Board policy, and administrative regulation.

~~The Superintendent or designee may release student directory information to representatives of the news media or nonprofit organizations in accordance with Board policy and administrative regulation.~~

The Superintendent or designee may limit or deny the release of specific categories of directory information to any public or private nonprofit organization based on ~~his/her determination of the best interests of district students. (Education Code 49073)~~a determination of the best interests of district students. (Education Code 49073)

A student's directory information shall only be included in the minutes of the Board's meeting in accordance with Board Bylaw 9324 - Minutes and Recordings.

Colleges and prospective employers, including military recruiters, shall have access to a student's name, address, email address, and telephone number, unless the student's parent/guardian, or the student, if the student is 18 years of age or older, has requested that such information not be released. (10 USC 503, 20 USC 7908)

Under no circumstances shall directory information be disclosed to a private profit-making entity, except for representatives of the news media and employers, including prospective employers, in accordance with law, Board policy, and administrative regulation. Private schools and colleges may be given the names and addresses of 12th-grade students and students who are no longer enrolled, provided that they use this information only for purposes directly related to the institution's academic or professional goals. (Education Code 49073)

~~Colleges and prospective employers, including military recruiters, shall have access to directory information. Military recruiters shall have access to a student's name, address, and telephone number, unless the parent/guardian has specified that the information not be released in~~

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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

Ed. Code 234.7

Description

[Student protections relating to immigration and citizenship status](#)

Ed. Code 48985

[Notices to parents/guardians in language other than English](#)

Ed. Code 49061

[Definitions; directory information](#)

Ed. Code 49063

[Notification of parents/guardians of their rights](#)

Ed. Code 49073

[Release of directory information](#)

Ed. Code 49073.2

[Privacy of student and parent/guardian personal information; minutes of board meeting](#)

Ed. Code 49073.5

[Directory information; military representatives; telephone numbers](#)

Ed. Code 49603

[On campus access to employers and military services](#)

Federal

10 USC 503

Description

[Military recruiter access to directory information](#)

20 USC 1232g

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

20 USC 7908

[Armed forces recruiter access to students and student recruiting information](#)

34 CFR 99.1-99.67

[Family Educational Rights and Privacy](#)

42 USC 11434a

[McKinney-Vento Homeless Assistance Act; definitions](#)

Management Resources

CA Office of the Attorney General
Publication

Description

[Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's TK-12 Schools in Responding to Requests for Access and Information for Immigration Enforcement Purposes, December 2025](#)

Policy 5125.1: Release Of Directory Information

Status: ADOPTED

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

The Governing Board recognizes the importance of maintaining the confidentiality of directory information and therefore authorizes the release of such information, including to news media or nonprofit organizations, in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee may limit or deny the release of specific categories of directory information to any public or private nonprofit organization based on a determination of the best interests of district students. (Education Code 49073)

A student's directory information shall only be included in the minutes of the Board's meeting in accordance with Board Bylaw 9324 - Minutes and Recordings.

Colleges and prospective employers, including military recruiters, shall have access to a student's name, address, email address, and telephone number, unless the student's parent/guardian, or the student, if the student is 18 years of age or older, has requested that such information not be released. (10 USC 503, 20 USC 7908)

Under no circumstances shall directory information be disclosed to a private profit-making entity, except for representatives of the news media and employers, including prospective employers, in accordance with law, Board policy, and administrative regulation. Private schools and colleges may be given the names and addresses of 12th-grade students and students who are no longer enrolled, provided that they use this information only for purposes directly related to the institution's academic or professional goals. (Education Code 49073)

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Ed. Code 234.7

Description

[Student protections relating to immigration and citizenship status](#)

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[Notices to parents/guardians in language other than English](#)

Ed. Code 49061

[Definitions; directory information](#)

Ed. Code 49063

[Notification of parents/guardians of their rights](#)

Ed. Code 49073

[Release of directory information](#)

Regulation 5125.1: Release Of Directory Information

Status: ADOPTED

Original Adopted Date: ~~08/25/2009~~11/01/2011 | Last Revised Date: ~~10/09/2018~~01/01/2026 |
Last Reviewed Date: ~~10/09/2018~~01/01/2026

Definition

Directory information means information contained in a student record that would not generally be considered harmful or an invasion of privacy if disclosed. Such student information includes: (Education Code 49061; 20 USC 1232g; 34 CFR 99.3)

1. Name
2. Address
3. Telephone number
4. Email address
5. Date of birth
6. Major field of study
7. Participation record in officially recognized activities and sports
8. Weight and height of athletic team members
9. Dates of attendance
10. Degrees and awards received
11. Most recent previous school attended

Directory information does not include a student's social security number or student identification number. However, for purposes of accessing or communicating in electronic systems, directory information may include a student identification number, user identification, or other personal identifier used by the student provided that the identifier cannot be used to gain access to education records except when used in conjunction with a personal identification number, password, or other factor known or possessed only by the authorized user. (34 CFR 99.3)

Directory information ~~also~~ does not include ~~a student's~~the citizenship status, immigration status, place of birth, or any other information indicating national origin:

of a student or the student's family member.

Notification to Parents/Guardians

At the beginning of each school year, all parents/guardians shall be notified as to the categories of directory information the district plans to release and the recipients of the information.

~~The~~Additionally, the notification shall ~~also~~ inform parents/guardians of their right to refuse to let the district designate any or all types of information about their student as directory information, how to refuse release of directory information about their student, and the period of time within which a parent/guardian must notify the district in writing that ~~he/she~~the parent/guardian does not want a certain category of information about their student designated as directory information. (Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37)

In addition, the annual ~~parental~~parent/guardian notification shall include a statement that directory information does not include citizenship status, immigration status, place of birth, or any other information indicating national origin and that the district will not release such information without ~~parental~~parent/guardian consent or a court order.

The Superintendent or designee shall notify parents/guardians that they may request that the district not release the name, address, email address, and telephone number of their child to military recruiters, employers, or institutions of higher education without prior written consent. ~~(10 USC 503,~~ 20 USC 7908)

Parent/Guardian Consent

~~No~~

A student's directory information shall not be released if the student's parent/guardian has notified the district in writing that such information shall not be disclosed. (Education Code 49073; 20 USC 1232g, 7908)

The directory information of a student identified as a ~~homeless child or youth as defined in 42 USC 11434~~a student experiencing homelessness shall not be released, unless the student's parent/guardian, or the student if ~~he/she is~~ 18 years of age or older, has provided written consent that directory information may be released. ~~For any other student, However, the~~ directory information ~~shall not be released if his/her~~of a student experiencing homelessness may be disclosed for the purpose of facilitating an eye examination by a nonprofit eye examination provider or a free oral health assessment hosted by a district school, unless the student's parent/guardian notifies the district in writing, or student accorded parental rights, has provided

written notice to the school that ~~such information not be disclosed without the parent/guardian's prior consent.~~ to such exam(s) is not given. (Education Code 49073; 20 USC 1232g, 7908)

; 42 USC 11434a)

For a former student, the district shall continue to honor any valid request to opt out of the disclosure of directory information made while the student was in attendance at the district, unless the opt-out request has been rescinded. (34 CFR 99.37)

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Policy Reference Disclaimer:

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State

Ed. Code 234.7

Description

[Student protections relating to immigration and citizenship status](#)

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Ed. Code 49063

[Notification of parents/guardians of their rights](#)

Ed. Code 49073

[Release of directory information](#)

Ed. Code 49073.2

[Privacy of student and parent/guardian personal information; minutes of board meeting](#)

Ed. Code 49073.5

[Directory information; military representatives; telephone numbers](#)

Ed. Code 49603

[On campus access to employers and military services](#)

Federal

10 USC 503

Description

[Military recruiter access to directory information](#)

20 USC 1232g

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

20 USC 7908

[Armed forces recruiter access to students and student recruiting information](#)

34 CFR 99.1-99.67

[Family Educational Rights and Privacy](#)

42 USC 11434a

[McKinney-Vento Homeless Assistance Act; definitions](#)

Management Resources

CA Office of the Attorney General
Publication

Description

[Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's](#)

Regulation 5125.1: Release Of Directory Information

Status: ADOPTED

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

Definition

Directory information means information contained in a student record that would not generally be considered harmful or an invasion of privacy if disclosed. Such student information includes: (Education Code 49061; 20 USC 1232g; 34 CFR 99.3)

1. Name
2. Address
3. Telephone number
4. Email address
5. Date of birth
6. Major field of study
7. Participation record in officially recognized activities and sports
8. Weight and height of athletic team members
9. Dates of attendance
10. Degrees and awards received
11. Most recent previous school attended

Directory information does not include a student's social security number or student identification number. However, for purposes of accessing or communicating in electronic systems, directory information may include a student identification number, user identification, or other personal identifier used by the student provided that the identifier cannot be used to gain access to education records except when used in conjunction with a personal identification number, password, or other factor known or possessed only by the authorized user. (34 CFR 99.3)

Directory information does not include the citizenship status, immigration status, place of birth, or any other information indicating national origin of a student or the student's family member.

Notification to Parents/Guardians

At the beginning of each school year, all parents/guardians shall be notified as to the categories of directory information the district plans to release and the recipients of the information. Additionally, the notification shall inform parents/guardians of their right to refuse to let the district designate any or all types of information about their student as directory information, how to refuse release of directory information about their student, and the period of time within which a parent/guardian must notify the district in writing that the parent/guardian does not want a certain category of

information about their student designated as directory information. (Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37)

In addition, the annual parent/guardian notification shall include a statement that directory information does not include citizenship status, immigration status, place of birth, or any other information indicating national origin and that the district will not release such information without parent/guardian consent or a court order.

The Superintendent or designee shall notify parents/guardians that they may request that the district not release the name, address, email address, and telephone number of their child to military recruiters, employers, or institutions of higher education without prior written consent. (10 USC 503, 20 USC 7908)

Parent/Guardian Consent

A student's directory information shall not be released if the student's parent/guardian has notified the district in writing that such information shall not be disclosed. (Education Code 49073; 20 USC 1232g, 7908)

The directory information of a student identified as a student experiencing homelessness shall not be released, unless the student's parent/guardian, or the student if 18 years of age or older, has provided written consent that directory information may be released. However, the directory information of a student experiencing homelessness may be disclosed for the purpose of facilitating an eye examination by a nonprofit eye examination provider or a free oral health assessment hosted by a district school, unless the student's parent/guardian, or student accorded parental rights, has provided written notice to the school that consent to such exam(s) is not given. (Education Code 49073; 20 USC 1232g, 7908; 42 USC 11434a)

For a former student, the district shall continue to honor any valid request to opt out of the disclosure of directory information made while the student was in attendance at the district, unless the opt-out request has been rescinded. (34 CFR 99.37)

Policy Reference Disclaimer:

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

State	Description
Ed. Code 234.7	<u>Student protections relating to immigration and citizenship status</u>
Ed. Code 48985	<u>Notices to parents/guardians in language other than English</u>
Ed. Code 49061	<u>Definitions; directory information</u>
Ed. Code 49063	<u>Notification of parents/guardians of their rights</u>
Ed. Code 49073	<u>Release of directory information</u>
Ed. Code 49073.2	<u>Privacy of student and parent/guardian personal information; minutes of board meeting</u>

~~Exhibit (PDF) 5125.1 E PDF(1): Release Of Directory Information~~

Status: ~~ADOPTED~~

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

~~See PDF on the next page.~~

Exhibit 5125.1-E(1): Release Of Directory Information**Status: ADOPTED**

Original Adopted Date: 07/01/2005 | **Last Revised Date:** 01/01/2026 | **Last Reviewed Date:** 01/01/2026

PARENT/GUARDIAN NOTICE**RELEASE OF DIRECTORY INFORMATION**

The Family Educational Rights and Privacy Act (FERPA), a federal law, requires that ~~ALAMEDA UNIFIED SCHOOL DISTRICT~~, [redacted] (district name), with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child's education records. However, the district may disclose appropriately designated "directory information" without written consent, unless you have advised the district to the contrary in accordance with district procedures. The primary purpose of directory information is to allow the district to include ~~this type of~~ information from your child's education records in certain school and/or district publications. Examples include:

- * ~~A~~ A playbill, showing your child's role in a drama production
- * ~~The~~ the annual yearbook
- * ~~Honor~~ honor roll or other recognition lists
- * ~~Graduation~~ graduation programs
- * ~~Sports~~ sports activity sheets, such as for wrestling, showing weight and height of team members

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent/guardian's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. ~~In addition~~ Additionally, two federal laws require districts receiving assistance under the Elementary and Secondary Education Act of 1965 (ESEA), as amended, to provide military recruiters, upon request, with students' names, addresses, and telephone listings, unless parents/guardians have advised the district that they do not want their child's information disclosed without their prior written consent.

If you do not want the district to disclose any or all of the information designated below as directory information from your child's education records without your prior written consent, you must notify the district in writing by _____, [redacted] (insert date). Notifying the district by this date is the only way to prevent the release of directory information. The district has designated the following information as directory information:

~~1. Name~~

1. Student's name

2. - Address

3. - Telephone number

4. - Email address

5. - Date of birth

6. - Major field of study

7. - Participation in officially recognized activities and sports

8. - Weight and height of athletic team members

-

9. Dates of attendance
10. Degrees and awards received
11. Most recent previous school attended

~~The~~ Additionally, the district ~~also~~ may disclose your child's student identification number, user identification, or other unique personal identifier used to communicate in electronic systems, provided it but only if the identifier cannot be used to gain access to education records without except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password, or other factor that known or possessed only by the authorized user knows. Your child's social security.

In addition, the district may disclose a student identification number will not or other unique personal identifier that is displayed on a student identification badge, but only if the identifier cannot be used for this purpose. to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a PIN, password, or other factor known or possessed only by the authorized user.

The district may not disclose a student's Social Security number. Directory information does not include your child's citizenship status, immigration status, place of birth, or any other information indicating national origin. ~~The district will not disclose such information without your consent or a court order.~~

Policy Reference Disclaimer:

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<u>State</u>	<u>Description</u>
<u>Ed. Code 234.7</u>	<u>Student protections relating to immigration and citizenship status</u>
<u>Ed. Code 48985</u>	<u>Notices to parents/guardians in language other than English</u>
<u>Ed. Code 49061</u>	<u>Definitions; directory information</u>
<u>Ed. Code 49063</u>	<u>Notification of parents/guardians of their rights</u>
<u>Ed. Code 49073</u>	<u>Release of directory information</u>
<u>Ed. Code 49073.2</u>	<u>Privacy of student and parent/guardian personal information; minutes of board meeting</u>
<u>Ed. Code 49073.5</u>	<u>Directory information; military representatives; telephone numbers</u>
<u>Ed. Code 49603</u>	<u>On campus access to employers and military services</u>

**PARENT/GUARDIAN NOTICE
RELEASE OF DIRECTORY INFORMATION**

The Family Educational Rights and Privacy Act (FERPA), a federal law, requires that **ALAMEDA UNIFIED SCHOOL DISTRICT** with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child's education records. However, the district may disclose appropriately designated "directory information" without written consent, unless you have advised the district to the contrary in accordance with district procedures. The primary purpose of directory information is to allow the district to include information from your child's education records in certain school and/or district publications. Examples include:

- a playbill, showing your child's role in a drama production
- the annual yearbook
- honor roll or other recognition lists
- graduation programs
- sports activity sheets, such as for wrestling, showing weight and height of team members

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent/guardian's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. Additionally, two federal laws require districts receiving assistance under the Elementary and Secondary Education Act of 1965 (ESEA), as amended, to provide military recruiters, upon request, with students' names, addresses, and telephone listings, unless parents/guardians have advised the district that they do not want their child's information disclosed without their prior written consent.

If you do not want the district to disclose any or all of the information designated below as directory information from your child's education records without your prior written consent, you must notify the district in writing by _____ (insert date). Notifying the district by this date is the only way to prevent the release of directory information. The district has designated the following information as directory information:

1. Student's name
2. Address
3. Telephone number
4. Email address
5. Date of birth
6. Major field of study

7. Participation in officially recognized activities and sports
8. Weight and height of athletic team members
9. Dates of attendance
10. Degrees and awards received
11. Most recent previous school attended

Additionally, the district may disclose your child's student identification number, user identification, or other unique personal identifier used to communicate in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user.

In addition, the district may disclose a student identification number or other unique personal identifier that is displayed on a student identification badge, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a PIN, password, or other factor known or possessed only by the authorized user.

The district may not disclose a student's Social Security number. Directory information does not include your child's citizenship status, immigration status, place of birth, or any other information indicating national origin.

Policy Reference Disclaimer:

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

State	Description
Ed. Code 234.7	<u>Student protections relating to immigration and citizenship status</u>
Ed. Code 48985	<u>Notices to parents/guardians in language other than English</u>
Ed. Code 49061	<u>Definitions; directory information</u>
Ed. Code 49063	<u>Notification of parents/guardians of their rights</u>
Ed. Code 49073	<u>Release of directory information</u>
Ed. Code 49073.2	<u>Privacy of student and parent/guardian personal information; minutes of board meeting</u>
Ed. Code 49073.5	<u>Directory information; military representatives; telephone numbers</u>
Ed. Code 49603	<u>On campus access to employers and military services</u>

Policy 5138: Conflict Resolution/Peer Mediation

Status: ADOPTED

Original Adopted Date: ~~09/28~~07/01/1999 | Last Revised Date: ~~08/25/2009~~11/01/2025 | Last Reviewed Date: ~~08/25/2009~~11/01/2025

To promote student safety and contribute to the maintenance of a positive school climate, the Governing Board ~~of Education~~ encourages the development of school-based conflict resolution and peer mediation programs designed to help students learn constructive ways of handling conflict. The Board believes that such programs can reduce violence and promote communication, personal responsibility, and problem-solving skills among students.

Conflict resolution ~~strategies shall~~ and peer mediation programs may be considered as part of each school's comprehensive safety plan and incorporated into other district discipline procedures as appropriate. ~~Conflict resolution~~ Such programs shall not supplant the authority of district staff to take appropriate action as necessary to prevent violence, ensure student safety, maintain order in the school, and institute disciplinary measures.

~~Schoolwide programs may include curriculum in conflict resolution, including, but not limited to, instruction in~~

Such programs may incorporate peer mediation strategies in which selected student volunteers are specifically trained to work with their peers in resolving conflicts. This training may involve effective communication and listening, critical thinking, problem-solving processes, and the use of negotiation to find mutually acceptable solutions. ~~In addition~~ Additionally, the ~~curriculum~~ training may address ~~students'~~ the ethical and social development of students, respect for diversity, and interpersonal and behavioral skills.

~~Conflict resolution programs may incorporate peer mediation strategies in which selected students are specially trained to work with their peers in resolving conflicts.~~

~~Students' participation in any~~

Participation in a peer mediation program by a student engaged in a conflict shall be voluntary and kept confidential by all parties involved.

In developing a conflict resolution and/or peer mediation program, school-site teams shall address, as appropriate:

1. The grade levels and courses in which the conflict resolution curriculum shall be delivered

2. Staff development related to the implementation of the curriculum and modeling of appropriate behaviors and communication skills
3. The selection of peer mediators involving, to the extent possible, a cross-section of students in terms of grade, gender, race, ethnicity, and socioeconomic status, and including some students who exhibit negative leadership among peers
4. Training and support for peer mediators, including training in mediation processes and in the skills related to understanding conflict, communicating effectively and listening
5. The process for identifying and referring students to the peer mediation program
6. The types of conflicts suitable for peer mediation
7. Expectation for confidentiality regarding who participated, what was discussed, and how any conflict was resolved
- 7.8. Scheduling and location of peer mediation sessions
- 8.9. Methods of obtaining and recording agreement from all disputants
- 9.10. The appropriate involvement of parents/guardians, the community, and staff, including counseling/guidance and security staff
- 10.11. Communications to students, parents/guardians, and staff regarding the availability of the program
- 11.12. Methods of following up with students to determine the effectiveness of the process
- 12.13. Development of assessment tools to periodically evaluate the success of the program including, but not limited to, measurements of whether there has been a reduction in violence at the school and whether the school's suspension rates have fallen since the program has been introduced
-

14. Selection of and requirements to train as peer mediators

Policy Reference Disclaimer:

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

State	Description
CA Constitution Article 1, Section 28	Right to safe schools
Ed. Code 32280-32289.5	School safety plans
Ed. Code 32295.5	Teen court programs
Ed. Code 35291-35291.5	Rules

Policy 5138: Conflict Resolution/Peer Mediation

Status: ADOPTED

Original Adopted Date: 09/28/1999 | **Last Revised Date:** | **Last Reviewed Date:**

To promote student safety and contribute to the maintenance of a positive school climate, the Governing Board encourages the development of school-based conflict resolution and peer mediation programs designed to help students learn constructive ways of handling conflict. The Board believes that such programs can reduce violence and promote communication, personal responsibility, and problem-solving skills among students.

Conflict resolution and peer mediation programs may be considered as part of each school's comprehensive safety plan and incorporated into other district discipline procedures as appropriate. Such programs shall not supplant the authority of district staff to take appropriate action as necessary to prevent violence, ensure student safety, maintain order in the school, and institute disciplinary measures.

Such programs may incorporate peer mediation strategies in which selected student volunteers are specifically trained to work with their peers in resolving conflicts. This training may involve effective communication and listening, critical thinking, problem-solving processes, and the use of negotiation to find mutually acceptable solutions. Additionally, the training may address the ethical and social development of students, respect for diversity, and interpersonal and behavioral skills.

Participation in a peer mediation program by a student engaged in a conflict shall be voluntary and kept confidential by all parties involved.

In developing a conflict resolution and/or peer mediation program, school-site teams shall address, as appropriate:

1. The grade levels and courses in which the conflict resolution curriculum shall be delivered
2. Staff development related to the implementation of the curriculum and modeling of appropriate behaviors and communication skills
3. The selection of peer mediators involving, to the extent possible, a cross-section of students in terms of grade, gender, race, ethnicity, and socioeconomic status, and including some students who exhibit negative leadership among peers
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7. Expectation for confidentiality regarding who participated, what was discussed, and how any conflict was resolved
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13. Development of assessment tools to periodically evaluate the success of the program including, but not limited to, measurements of whether there has been a reduction in violence at the school and whether the school's suspension rates have fallen since the program has been introduced
14. Selection of and requirements to train as peer mediators

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CA Constitution Article 1, Section 28	Right to safe schools
Ed. Code 32280-32289.5	School safety plans
Ed. Code 32295.5	Teen court programs
Ed. Code 35291-35291.5	Rules
Ed. Code 44807	Teachers' duty concerning conduct of students
Ed. Code 51240	Excuse from instruction due to religious beliefs
Management Resources	Description
Court Decision	S.E. v Grey 782 F.Supp.3d 939 (S.D. Cal 2025)
Court Decision	Mahmoud v. Taylor (2025) 606 U.S. ____ (2025 WL 1773627)
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Safe Schools

Cross References

Policy 5141: Health Care And Emergencies

Status: ADOPTED

Original Adopted Date: ~~08/25/2009~~03/01/2005 | Last Revised Date: ~~05/14/2019~~09/01/2025 |
Last Reviewed Date: ~~05/14/2019~~09/01/2025

The Governing Board recognizes the importance of taking appropriate action whenever an emergency threatens the safety, health, or welfare of a student at school or during ~~school~~district-sponsored activities.

The Superintendent or designee shall develop procedures to ensure that first aid and/or medical attention is provided as quickly as possible when accidents and injuries to students occur and that parents/guardians are notified as appropriate.

The Superintendent or designee shall ask parents/guardians to provide emergency contact information in order to facilitate communication in the event of an accident or illness.

District staff shall appropriately report and document student accidents.

"Do Not Resuscitate" Orders

The Board believes that staff members should not be placed in the position of determining whether ~~or not~~ to follow any ~~parental~~parent/guardian or medical "do not resuscitate" ~~orders~~order. Staff shall not accept or follow any such ~~orders~~order except under the specific written direction of the Superintendent or designee. The Superintendent or designee may only direct a staff member to follow a "do not resuscitate" order if ~~he/she~~the Superintendent or designee has received a written authorization from the student's parent/guardian ~~authorization~~, with an authorized health care provider statement, and an order of an appropriate court.

The Superintendent or designee shall ensure that parents/guardians who have submitted a "do not resuscitate" order are informed of this policy.

The Board authorizes the Superintendent or designee to place automated external defibrillators (AEDs) at designated school sites for use by school employees in an emergency.

, in accordance with the accompanying administrative regulation.

The Superintendent or designee shall develop guidelines for employees regarding ~~these devices~~the use of AEDs and shall ensure that employees receive information that describes sudden cardiac arrest, the school's emergency response plan, and the proper use of an AED. ~~The~~Additionally, the guidelines shall ~~also~~ specify the placement, security, and maintenance of the AED.

The authorization of AEDs in district schools shall not be deemed to create a guarantee that an AED will be present or will be used in the case of an emergency, or that a trained employee will be present and/or able to use an AED in an emergency, or that the AED will operate properly.

Trauma Kits

Any district school with an occupancy of 200 or more that was constructed on or after January 1, 2023, or was constructed prior to January 1, 2023, and modified or renovated as specified in Health and Safety Code 19310, shall acquire, place, and maintain trauma kits in accordance with the accompanying administrative regulation.

School employees shall be notified annually of the location of the trauma kits and be provided with information regarding training in the use of the trauma kit. (Health and Safety Code 19310)

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Policy Reference Disclaimer:

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State	Description
8 CCR 5193	<u>Bloodborne pathogens</u>
Civ. Code 1714.21	<u>Defibrillators; CPR; immunity from civil liability</u>
Ed. Code 32040-32044	<u>First aid equipment: field trips</u>
Ed. Code 49300-49307	<u>School safety patrols</u>
Ed. Code 49407	<u>Liability for treatment</u>
Ed. Code 49408	<u>Student emergency information</u>

Policy 5141: Health Care And Emergencies

Status: ADOPTED

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

The Governing Board recognizes the importance of taking appropriate action whenever an emergency threatens the safety, health, or welfare of a student at school or during district-sponsored activities.

The Superintendent or designee shall develop procedures to ensure that first aid and/or medical attention is provided as quickly as possible when accidents and injuries to students occur and that parents/guardians are notified as appropriate.

The Superintendent or designee shall ask parents/guardians to provide emergency contact information in order to facilitate communication in the event of an accident or illness.

District staff shall appropriately report and document student accidents.

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The Board believes that staff members should not be placed in the position of determining whether to follow any parent/guardian or medical "do not resuscitate" order. Staff shall not accept or follow any such order except under the specific written direction of the Superintendent or designee. The Superintendent or designee may only direct a staff member to follow a "do not resuscitate" order if the Superintendent or designee has received a written authorization from the student's parent/guardian, with an authorized health care provider statement, and an order of an appropriate court.

The Superintendent or designee shall ensure that parents/guardians who have submitted a "do not resuscitate" order are informed of this policy.

Automated External Defibrillators

The Board authorizes the Superintendent or designee to place automated external defibrillators (AEDs) at designated school sites for use by school employees in an emergency, in accordance with the accompanying administrative regulation.

The Superintendent or designee shall develop guidelines for employees regarding the use of AEDs and shall ensure that employees receive information that describes sudden cardiac arrest, the school's emergency response plan, and the proper use of an AED. Additionally, the guidelines shall specify the placement, security, and maintenance of the AED.

The authorization of AEDs in district schools shall not be deemed to create a guarantee that an AED will be present or will be used in the case of an emergency, or that a trained employee will be present and/or able to use an AED in an emergency, or that the AED will operate properly.

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Any district school with an occupancy of 200 or more that was constructed on or after January 1, 2023, or was constructed prior to January 1, 2023, and modified or renovated as specified in Health and Safety Code 19310, shall acquire, place, and maintain trauma kits in accordance with the accompanying administrative regulation.

School employees shall be notified annually of the location of the trauma kits and be provided with information regarding training in the use of the trauma kit. (Health and Safety Code 19310)

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8 CCR 5193	Bloodborne pathogens
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Ed. Code 32040-32044	First aid equipment: field trips
Ed. Code 49300-49307	School safety patrols
Ed. Code 49407	Liability for treatment
Ed. Code 49408	Student emergency information
Ed. Code 49409	Athletic events; physicians and surgeons; emergency medical care; immunity
Ed. Code 49417	Automated external defibrillators
Ed. Code 49429.5	County office of education coordination of agreements between districts and charter schools; rapid deployment of qualified mental health professionals and other key school personnel
Ed. Code 49470	Medical and hospital services for athletic program
Ed. Code 49471	Medical and hospital services not provided or available
Ed. Code 49472	Medical and hospital services for students
Ed. Code 49474	Ambulance services
Ed. Code 51202	Instruction in personal and public health and safety
Fam. Code 6550-6552	Caregivers

Policy 5142: Safety

Status: ADOPTED

Original Adopted Date: ~~08/25/2009~~11/01/2002 | Last Revised Date: ~~02/14/2023~~09/01/2025 |
Last Reviewed Date: ~~02/14/2023~~09/01/2025

The Governing Board recognizes the importance of providing a safe school environment that is conducive to learning and promotes student safety and well-being. Appropriate measures shall be implemented to minimize the risk of harm to students, including, but not limited to, protocols for maintaining safe conditions on school grounds, promoting safe use of school facilities and equipment, and guiding student participation in educational programs and school-sponsored activities.

Additionally, the Superintendent or designee shall regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure, and the monitoring and response to suspicious and/or threatening digital media content.

~~School~~District staff shall be responsible for the proper supervision of students at all times when students are subject to district rules, including, but not limited to, during school hours, ~~school~~district-sponsored activities, before and after-school programs, morning drop-off and afternoon pick-up, and while students are using district provided transportation.

The Superintendent or designee shall ensure that students receive appropriate instruction on topics related to safety and emergency procedures, as well as injury and disease prevention.

Crossing Guards/Student Safety Patrol

To assist students in safely crossing streets adjacent to or near school sites, the Board may employ crossing guards and/or establish a student safety patrol at any district school. The Superintendent or designee shall periodically examine traffic patterns within school attendance areas in order to identify locations where crossing assistance may be needed.

~~Student Identification Cards and Safety Information~~

~~Student identification cards of students in grades 7-12 shall have printed on them safety information, including the following: (Education Code 215.5)~~

~~1. The National Suicide Prevention Lifeline telephone number and, at the district's discretion, the Crisis Text Line and/or a local suicide prevention hotline telephone number~~

~~2. The National Domestic Violence Hotline~~

Policy Reference Disclaimer:

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State	Description
5 CCR 14030	<u>Preliminary procedure, planning and approval of school facilities</u>
5 CCR 14103	<u>Authority of the driver</u>
5 CCR 202	<u>Exclusion of students with a contagious disease</u>
5 CCR 350	<u>Fees not permitted</u>
5 CCR 5552	<u>Playground supervision</u>
5 CCR 5570	<u>When school shall be open and teachers present</u>
5 CCR 570-576	<u>School safety patrols</u>
Ed. Code 17280-17317	<u>Field Act; approval of plans and supervision of construction</u>
Ed. Code 17365-17374	<u>Field Act; fitness for occupancy; liability of board members</u>
Ed. Code 17670	Shade structures
Ed. Code 215.5	<u>Student identification cards; safety information</u>
Ed. Code 32001	<u>Fire alarms and drills</u>
Ed. Code 32020	<u>School gates; entrances for emergency vehicles</u>
Ed. Code 32030-32034	<u>Eye safety</u>
Ed. Code 32040	<u>Duty to equip school with first aid kit</u>
Ed. Code 32225-32226	<u>Communications devices in classrooms</u>
Ed. Code 32240-32245	<u>Lead-Safe Schools Protection Act</u>
Ed. Code 32250-32254	<u>CDE School Safety and Security Resource Unit</u>
Ed. Code 32280-32289.5	<u>School safety plans</u>
Ed. Code 35179.6	<u>School-sponsored on-campus event in or around swimming pool</u>
Ed. Code 38134	<u>Use of school property</u>
Ed. Code 44807	<u>Teachers' duty concerning conduct of students</u>

Policy 5142: Safety

Status: ADOPTED

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

The Governing Board recognizes the importance of providing a safe school environment that is conducive to learning and promotes student safety and well-being. Appropriate measures shall be implemented to minimize the risk of harm to students, including, but not limited to, protocols for maintaining safe conditions on school grounds, promoting safe use of school facilities and equipment, and guiding student participation in educational programs and school-sponsored activities.

Additionally, the Superintendent or designee shall regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure, and the monitoring and response to suspicious and/or threatening digital media content.

District staff shall be responsible for the proper supervision of students at all times when students are subject to district rules, including, but not limited to, during school hours, district-sponsored activities, before and after-school programs, morning drop-off and afternoon pick-up, and while students are using district provided transportation.

The Superintendent or designee shall ensure that students receive appropriate instruction on topics related to safety and emergency procedures, as well as injury and disease prevention.

Crossing Guards/Student Safety Patrol

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State

5 CCR 14030

Description

[Preliminary procedure, planning and approval of school facilities](#)

5 CCR 14103

[Authority of the driver](#)

5 CCR 202

[Exclusion of students with a contagious disease](#)

Policy 5145.13: Response To Immigration Enforcement

Status: ADOPTED

Original Adopted Date: 07/06/2018 | Last Revised Date: 09/09/2025 | Last Reviewed Date: 09/09/2025

The Governing Board is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status. Indeed, on 1/24/17, the Board of Education passed Resolution No. 2016-2017.48, a Resolution Declaring AUSD a Safe Haven School District, ensuring that AUSD is committed to ensuring a safe educational environment for all, and is committed to being a safe haven school district for students and families threatened by immigration enforcement to the fullest extent of the law. On DATE, the Board reaffirmed this Resolution and remains committed to ensuring that all students and families attending AUSD schools have access to a safe and welcoming education.

District staff shall not solicit or collect information or documents, and shall not seek or require information or documents to the exclusion of other permissible information or documents, regarding the citizenship or immigration status of a student or the student's family members. (Education Code 234.7)

In accordance with law, Board Policy 0410 - Nondiscrimination in District Programs and Activities, and Board Policy 5145.3 - Nondiscrimination/Harassment, no student shall be denied equal rights and opportunities, nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the district's programs and activities on the basis of the student's or family's immigration status or for the refusal to provide information related to the student's or family's immigration status. (Education Code 200, 220, 234.1)

Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination. (Government Code 8310.3)

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

The Superintendent or designee shall develop procedures for addressing any immigration-related requests by a law enforcement officer for access to district records, school sites, or students.

The Superintendent or designee may provide training to staff regarding immigration issues, including information on responding to a request from a law enforcement officer to visit a school site or to have access to a student.

The Superintendent or designee shall report to the Board in a timely manner any requests for information or access to a school site by a law enforcement officer for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

Regulation 5145.13: Response To Immigration Enforcement

Status: ADOPTED

Original Adopted Date: 07/06/2018 | Last Revised Date: 09/09/2025 | Last Reviewed Date: 09/09/2025

Responding to Requests for Immigration-Related Information or Documents

Unless authorized by the Family Educational Rights and Privacy Act pursuant to 20 USC 1232g, student information shall not be disclosed to immigration law enforcement authorities without parental consent, a court order, or judicial subpoena. The Superintendent or designee shall annually notify parents/guardians that the district will not release student information to third parties for immigration enforcement purposes, unless the parent/guardian consents or as required to do so by a court order or judicial subpoena.

Upon receiving any verbal or written request for information or documents related to a student's or family's immigration or citizenship status, district staff shall:

1. Record or otherwise document the request and immediately notify the Superintendent or designee about the request. No information shall be provided to any law enforcement agency without the express authorization to do by the Superintendent or designee. After the Superintendent or designee has reviewed the request for information and determined how to respond to the request, and in consultation with the Superintendent or designee, district staff shall:

- a. Provide students and families with appropriate notice and a description of the immigration officer's request;
- b. Document any request for information by immigration authorities; and
- c. Provide students and parents/guardians with any documents provided by the immigration enforcement officer, unless such disclosure is prohibited by a subpoena served on the district or in cases involving investigations of child abuse, neglect, or dependency.

Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination. (Government Code 8310.3)

Responding to Requests for Access to Students or School Grounds

All visitors and outsiders, including immigration enforcement officers, shall register with the principal or designee upon entering school grounds during school hours. Each visitor or outsider shall provide the principal or designee with his/her name, address, occupation, age if less than 21, purpose in entering school grounds, proof of identity, and any other information required by law. (Penal Code 627.2, 627.3)

District staff shall immediately report the presence of any immigration enforcement officers to on-site district administrators and the Superintendent or designee.

In addition, district staff shall take the following actions in response to an officer present on the school campus specifically for immigration enforcement purposes:

1. Advise the officer that before school personnel can respond to the officer's request, they must first receive notification and direction from the Superintendent or designee, except under exigent circumstances that necessitate immediate action.
2. Pending direction from the Superintendent or designee, staff shall request to see the officer's credentials, including his/her name and badge number, and the phone number of the officer's supervisor, and note or make a copy of all such information.
3. Ask the officer for his/her reason for being on school grounds and document the response.
4. Request that the officer produce any documentation that authorizes his/her school access.
5. Make a copy of all documents produced by the officer and retain one copy for school records.
6. If the officer declares that exigent circumstances exist and demands immediate access to the campus, comply with the officer's orders.

7. If the officer does not declare that exigent circumstances exist, staff shall not authorize the officer to access school grounds without express approval from the Superintendent or designee. Upon review of a lawfully executed warrant or court order, the Superintendent or designee may proceed as follows:

- a. If the officer has an Immigrations and Customs Enforcement (ICE) administrative warrant, the Superintendent or designee shall inform the agent that they cannot consent to any request without first consulting with the district's legal counsel.
- b. If the officer has a federal judicial warrant, such as a search and seizure warrant or an arrest warrant signed by a federal judge or magistrate, the Superintendent or designee shall consult with the district's legal counsel before providing the officer with access to the person or materials specified in the warrant and await further instructions as to how to proceed.
- c. If the officer has a subpoena for production of documents or other evidence, the Superintendent or designee shall inform the district's legal counsel and await further instructions as to how to proceed.

8. Do not attempt to physically impede the officer, even if the officer appears to be exceeding the authorization given under a warrant or other document. If an officer enters the premises without consent, district staff shall document the officer's actions while on campus.

9. After the encounter with the officer, promptly make written notes of all interactions with the officer, including:

- a. A list or copy of the officer's credentials and contact information
- b. The identity of all school personnel who communicated with the officer
- c. Details of the officer's request
- d. Whether the officer presented a warrant or subpoena to accompany his/her request, what was requested in the warrant or subpoena, and whether the warrant or subpoena was signed by a judge
- e. District staff's response to the officer's request
- f. Any further action taken by the officer
- g. A photo or copy of any documents presented by the officer

10. Provide a copy of these notes and associated documents collected from the officer to the district's legal counsel or other designated district official

The Superintendent, the district's legal counsel, or any other designated official shall submit a timely report to the Governing Board regarding the officer's requests and actions and the district's responses. (Education Code 234.7)

The Superintendent or designee shall also email the Bureau of Children's Justice in the California Department of Justice (BCJ@doj.ca.gov) regarding any attempt by a law enforcement officer to access a school site or a student for immigration enforcement purposes.

Responding to the Detention or Deportation of Student's Family Member

The Superintendent or designee shall encourage students and their families to update their emergency contact information as needed throughout the school year and to provide alternative contacts, including an identified trusted adult guardian, in case a student's parent/guardian is detained or is otherwise unavailable. The Superintendent or designee shall notify students' families that information provided on the emergency cards will only be used in response to specific emergency situations and not for any other purpose.

The Superintendent or designee shall also encourage all students and families to learn their emergency phone numbers and be aware of the location of important documentation, including birth certificates, passports, social security cards, physicians' contact information, medication lists, lists of allergies, and other such information that would allow the students and families to be prepared in the event that a family member is detained or deported.

In the event that a student's parent/guardian is detained or deported by federal immigration authorities, the Superintendent or designee shall release the student to the person(s) designated in the student's emergency contact

information or to any individual who presents a caregiver's authorization affidavit on behalf of the student. The Superintendent or designee shall make every effort to release the student to a person authorized to take custody of the child and shall only contact child protective services if district personnel are unable to arrange for the timely care of the student by the person(s) designated in the emergency contact information maintained by the school or identified on a caregiver's authorization affidavit.

The Superintendent or designee shall notify a student whose parent/guardian was detained or deported that the student continues to meet the residency requirements for attendance in a district school, provided that the parent/guardian was a resident of California and the student lived in California immediately before he/she moved out of state as a result of the parent/guardian's departure. (Education Code 48204.4)

The Superintendent or designee may refer a student or his/her family members to other resources for assistance, including, but not limited to, an ICE detainee locator, legal assistance, or the consulate or embassy of the parent/guardian's country of origin.

The Superintendent, the district's legal counsel or the Superintendent or designee shall submit a timely report to the Governing Board regarding the officer's requests and actions and the district's response. (Education Code 234.7)

The Superintendent or designee shall also email the Bureau of Children's Justice in the California Department of Justice (BCJ@doj.ca.gov) regarding any attempt by a law enforcement officer to access a school site or a student for immigration enforcement purposes.

Policy 6020: Parent Involvement

Status: ADOPTED

Original Adopted Date: 06/~~12/2007~~01/1996 | Last Revised Date: ~~10/27/2020~~11/01/2025 |
Last Reviewed Date: ~~10/27/2020~~11/01/2025

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 implement this policy, and the programs established by this policy, and to propose revisions to this policy, as needed. Additionally, the Superintendent or designee shall~~ 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. (Education Code 11500-11504, 51101; 20 USC 6318)

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~~ for them to do so, in accordance with Board Policy/Administrative Regulation 5020 - Parents Rights and Responsibilities.

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)~~(Education Code 42238.02, 52060)

The Board shall establish and convene a parent advisory committee (PAC), and, as applicable, an English learner parent advisory committee (ELPAC) to review and comment on the LCAP, in accordance Board Policy 0460 - Local Control and Accountability Plan, including the use of federal funds and how funds will be allocated for parent/guardian involvement activities as well as activities related to increasing student achievement.

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 parent/guardian 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. The Superintendent or designee shall implement these obligations in accordance with the accompanying administrative regulation. 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 Board 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~~
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 2

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(20 USC 6318)

As required by law, the Superintendent or designee shall annually attend a regular meeting of the PAC or ELPAC, if applicable, to receive input and feedback on topics that support student achievement and programs that reach parents/guardians and family members at home, in the community, and at school. (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)

-

Policy Reference Disclaimer:

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

State

5 CCR 18275

Description

[Child care and development programs; parent involvement and education](#)

Ed. Code 11500-11505

[Programs to encourage parent/guardian involvement](#)

Ed. Code 48985

[Notices to parents/guardian in language other than English](#)

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](#)

Policy 6020: Parent Involvement

Status: ADOPTED

Original Adopted Date: 06/12/2007 | **Last Revised Date:** | **Last Reviewed Date:**

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 implement this policy, and the programs established by this policy, and to propose revisions to this policy, as needed. Additionally, the Superintendent or designee shall 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. (Education Code 11500-11504, 51101; 20 USC 6318)

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 for them to do so, in accordance with Board Policy/Administrative Regulation 5020 - Parents Rights and Responsibilities.

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 Board shall establish and convene a parent advisory committee (PAC), and, as applicable, an English learner parent advisory committee (ELPAC) to review and comment on the LCAP, in accordance Board Policy 0460 - Local Control and Accountability Plan, including the use of federal funds and how funds will be allocated for parent/guardian involvement activities as well as activities related to increasing student achievement.

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 parent/guardian 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; and implementing and evaluating such programs, activities, and procedures. The Superintendent or designee shall implement these obligations in accordance with the accompanying administrative regulation. As appropriate, the Superintendent or designee⁴

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 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 Board 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

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)

As required by law, the Superintendent or designee shall annually attend a regular meeting of the

PAC or ELPAC, if applicable, to receive input and feedback on topics that support student achievement and programs that reach parents/guardians and family members at home, in the community, and at school. (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)

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 18275	Child care and development programs; parent involvement and education
Ed. Code 11500-11505	Programs to encourage parent/guardian involvement
Ed. Code 48985	Notices to parents/guardian in language other than English
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/guardian and family engagement
20 USC 6631	Teacher and school leader incentive program; purposes and definitions
28 CFR 35.104	Definitions, auxiliary aids and services

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).

Below are details of ISAs executed and attached to this agenda item.

1. (Fund 01) Individual Services Agreement between AUSD and Kyle Assessments for a total of \$3,100.00.
2. (Fund 01) Individual Services Agreement between AUSD and Kyle Assessments for a total of \$3,100.00.
3. (Fund 01) Individual Services Agreement between AUSD and Kyle Assessments for a total of \$3,100.00.
4. (Fund 01) Individual Services Agreement between AUSD and Pine Health for a total of \$24,948.00.
5. (Fund 01) Individual Services Agreement between AUSD and Pine Health CANCELED effective 2.5.26 due to changes in staffing.

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

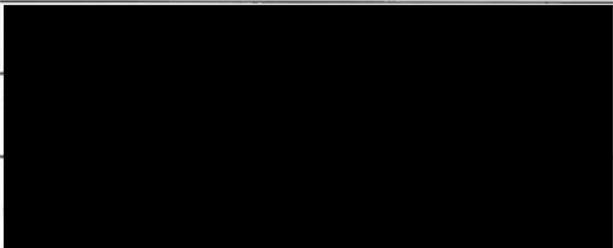
ATTACHMENTS:

Description	Upload Date	Type
□ ISA Kyles Assessments 1	2/18/2026	Backup Material

▣	ISA Kyles Assessments 2	2/18/2026	Backup Material
▣	ISA Kyles Assessments 3	2/18/2026	Backup Material
▣	ISA Pine Health 1	2/18/2026	Backup Material
▣	ISA Pine Health_CANCELED eff 2.5.26	2/18/2026	Backup Material

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on 2/23/26, 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) Kyles Assessments LLC
2060 Challenger Drive Alameda, CA 94501	(Address) (City, State, Zip) 1072 Mountain View Blvd., Walnut Creek, CA 94596
Jorge Wahner jwahner@alamedaunified.org Billing accountspayable@alamedaunified.org	(Rep/Contact) Kyle Wallace
	(CDE Cert #) 9904216
	(Title of Position(s)) School Psychologist
	(Name(s) of Individual Assigned) Kyle Wallace

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)				
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)	-	-	-	3100
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 \$ 3,100.00
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-

-LEA-

Kyles Assessments LLC

ALAMEDA UNIFIED SCHOOL DISTRICT

(Name of Nonpublic Agency)

Kyle Wallace

Digitally signed by Kyle Wallace
Date: 2026.02.18 12:11:44 -08'00'


2/18/26

(Signature)

(Date)

Kyle Wallace/President

(Name and Title)


Kirsten Zazo (02/18/2026 13:22:26 PST)

02/18/2026

(Signature)

(Date)

Kirsten Zazo, Assistant Superintendent of Educational Services

**(CONTRACTS EXCEEDING \$114,500 ARE NOT
APPROVED NOR AUTHORIZED TO BEGIN WITHOUT
SIGNATURE OF THE BOARD PRESIDENT)**

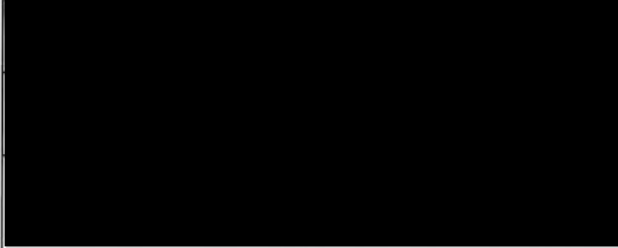
President, Board of Education
Alameda Unified School District

(Date)

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2060 Challenger Drive Alameda, CA 94501	(Address) (City, State, Zip) 1072 Mountain View Blvd., Walnut Creek, CA 94596
Jorge Wahner jwahner@alamedaunified.org Billing accountspayable@alamedaunified.org	(Rep/Contact) Kyle Wallace
	(CDE Cert #) 9904216
	(Title of Position(s)) School Psychologist
	(Name(s) of Individual Assigned) Kyle Wallace

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Other Transition Services (890)				
Other				

TOTAL ESTIMATED COSTS NOT TO EXCEED \$ 3,100.00
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-

-LEA-

Kyles Assessments LLC

ALAMEDA UNIFIED SCHOOL DISTRICT

(Name of Nonpublic Agency)

Kyle Wallace Digitally signed by Kyle Wallace 2/18/26
Date: 2026.02.18 12:12:32 -08'00'

 02/18/2026
Kirsten Zazo (02/18/2026 13:22:26 PST)

(Signature) (Date)

(Signature) (Date)

Kyle Wallace/President

Kirsten Zazo, Assistant Superintendent of Educational Services

(Name and Title)


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SIGNATURE OF THE BOARD PRESIDENT)**

President, Board of Education (Date)
Alameda Unified School District

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Jorge Wahner jwahner@alamedaunified.org Billing accountspayable@alamedaunified.org	(Rep/Contact) Kyle Wallace
	(CDE Cert #) 9904216
	(Title of Position(s)) School Psychologist
	(Name(s) of Individual Assigned) Kyle Wallace

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-LEA-

Kyles Assessments LLC

ALAMEDA UNIFIED SCHOOL DISTRICT

(Name of Nonpublic Agency)

Kyle Wallace

Digitally signed by Kyle Wallace
Date: 2026.02.18 12:16:33 -08'00'

2/18/26

(Signature)

(Date)

Kyle Wallace/President

(Name and Title)


Kirsten Zazo (02/18/2026 13:22:26 PST)

02/18/2026

(Signature)

(Date)

Kirsten Zazo, Assistant Superintendent of Educational Services

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President, Board of Education
Alameda Unified School District

(Date)

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2060 Challenger Drive Alameda, CA 94501	(Address) (City, State, Zip) 2999 N 44th St., Ste.220, Phoenix, AZ 85018
Jorge Wahner jwahner@alamedaunified.org Billing accountspayable@alamedaunified.org	(Rep/Contact) Adam Boxberger aboxberger@pinehealthstaffing.com
	(CDE Cert #) 9903791
	(Title of Position(s)) Para 5 - PC1770
	(Name(s) of Individual Assigned) Sandy Khalil

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

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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 24948
Additional services or service hours must be processed as an Amendment to this ISA

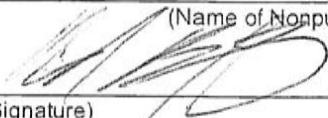
The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

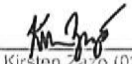
-CONTRACTOR-

-LEA-

Pine Health

ALAMEDA UNIFIED SCHOOL DISTRICT

(Name of Nonpublic Agency)

 (Signature)
 Adam Boebinger, SVP of Operations
 (Name and Title)
 02/16/26
 (Date)


 Kirsten Zazo (02/18/2026 13:22:26 PST)
 (Signature)
 02/18/2026
 (Date)
 Kirsten Zazo, Assistant Superintendent of Educational Services

(CONTRACTS EXCEEDING \$114,500 ARE NOT
 APPROVED NOR AUTHORIZED TO BEGIN WITHOUT
 SIGNATURE OF THE BOARD PRESIDENT)

 President, Board of Education (Date)
 Alameda Unified School District

CANCELED EFFECTIVE 2.5.26 EOD

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES (Education Code Sections 56365 et seq.)

This agreement is effective on 8/11/25, 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 Alameda, CA 94501	City State Zip: 2999 N 44th St., Suite 220, Phoenix, AZ 85018
Anum Khan, Coordinator anumkhan@alamedaunified.org Emily Langworth, Contracts/Billing elangworth@alamedaunified.org	Rep. Contact: Adam Boxberger
	CDE Case #: 9903791
	Title of Program: BSS - 558
Parent/Guardian Last, First Name:	Name of Individual Assigned: Joel Huey

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)	7	78	180	98280.00
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 98280
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.

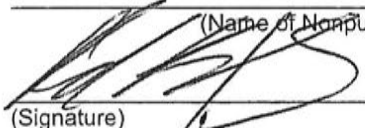
-CONTRACTOR-

-LEA-

Pine Health

ALAMEDA UNIFIED SCHOOL DISTRICT

(Name of Nonpublic Agency)

 08/28/25
 (Signature) (Date)

Adam Boxberger, SVP of Operations
 (Name and Title)

 08/29/2025
 (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

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2025-2026.35 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 \$112,799.57.

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. 2025-2026.35	2/18/2026	Resolution Letter
☐ Attachment A	2/18/2026	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

February 24, 2026

Resolution No. 2025-2026.35

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 24th day of January, 2026:

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

Ryan LaLonde, President
Board of Education
Alameda Unified School District

BUDGET REVISIONS

(Budget Revisions affect Fund Balance;
Amounts are either added or subtracted from Fund Balance)

School/Dept	Description	Amount
Alameda HS	Donations	\$ 25,794.18
ASTI	Donations	\$ 575.00
Bay Farm	Donations	\$ 2,386.00
Earhart	Donations	\$ 1,540.00
Edison	Donations	\$ 286.50
Encinal Jr/Sr HS	Donations	\$ 16,001.00
Island HS	Donations	\$ 6,000.00
Lincoln MS	Donations	\$ 18,940.00
Maya Lin	Donations	\$ 3,500.00
MOF	Donations	\$ 526.75
Otis	Donations	\$ 37,075.54
Paden	Donations	\$ 24.60
Ruby Bridges	Donations	\$ 150.00

Total Donations \$ 112,799.57

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2025-2026.36 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.

Exhibits A, B and C 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.

Approval of Resolution No. 2025-2026.36 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. 2025-2026.36	2/18/2026	Resolution Letter
❑ Exhibit A	2/18/2026	Exhibit
❑ Exhibit B	2/18/2026	Exhibit
❑ Exhibit C	2/18/2026	Exhibit

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

February 24, 2026

Resolution No. 2025-2026.36

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:

Exhibit A, B & C - 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 24th day of February 2026:

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

Ryan LaLonde, President
Board of Education
Alameda Unified School District

Property Transfer/Retirement Form

Type of request:

☐ Transfer ☒ Waste ☐ Recycle

Current Location

Edison Elementary

Property Item Type

Furniture/ Equipment

Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition
1	4 drawer filing cabinet	Missing	Missing	3 - Retire/Poor

Submitter Signature

Nicci Woodward

Approvals

Site Admin Signature

Greg Sahakian

Director Signature

Sign

Asst. Superintendent Signature

Shahiq Khan

Submitted By: Woodward, Nicci

Date Submitted: 2/3/2026

Form #: 83921

Property Transfer/Retirement Form

Type of request:

☐ Transfer ☐ Waste ☒ Recycle

Current Location

District Office- Food Services

Property Item Type

Furniture/ Equipment

Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition
1	single burner stove	NA	11553	3 - Retire/Poor
1	Double stack oven	NA	11551	3 - Retire/Poor
1	Groen electric kettle	NA	11554	3 - Retire/Poor
1	Hobart Mixer	NA	11546	3 - Retire/Poor

Submitter Signature



Approvals

Site Admin Signature



Director Signature

Sign

Asst. Superintendent Signature



Submitted By: Gross, Bryan

Date Submitted: 2/3/2026

Form #: 83933

Property Transfer/Retirement Form

Type of request:

☐ Transfer ☒ Waste ☐ Recycle

Current Location

Alameda High School

Property Item Type

Furniture/ Equipment

Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition
1	Treadmill - Sears - located in A107	831.297128492778	None	2 - Fair

Submitter Signature

Terry Dominguez

Approvals

Site Admin Signature

Angela Barrett

Director Signature

Sign

Asst. Superintendent Signature

Shahiq Khan

Submitted By: Dominguez, Terry

Date Submitted: 2/6/2026

Form #: 84143

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Report on Supports and Services Provided by the Student Support Services Wellness, Resources, and Partnership (WRaP) Team (20 Mins/Information)

Item Type: Information

Background: The Wellness, Resources, and Partnership (WRaP) Team was created to provide comprehensive, integrated support that strengthens student wellness, engagement, and school connectedness across AUSD. Through a multidisciplinary model, the team partners with school sites to remove barriers to attendance and learning by offering counseling, home visits, resource coordination, and targeted wellness services for students and families.

Today's presentation highlights the people behind this work, the services delivered across the district, and the growing impact WRaP has had on student outcomes and school communities.

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.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

	Description	Upload Date	Type
□	Presentation_Student Support Services WRaP Team Report_2.24.26	2/18/2026	Presentation

Student Support Services Wellness, Resources and Partnership (WRaP) Team Report

Jodi McCarthy, Coordinator Student Support Services

February 24, 2026

What is the WRaP Team?

WRaP stands for Wellness, Resources, and Partnership.

WRaP's primary goal is to partner with a school site in an effort to help eliminate barriers to school attendance and increase engagement and overall wellness. Students are referred to us through the COST process. Depending on the observed or identified need(s), students may receive home visits, individual counseling services, support accessing community resources, or be referred to additional Tier 2 or 3 services. Additionally, we aim to enhance positive school culture and climate by offering direct services to our schools.

First started in 23-24, WRaP is funded primarily through grants obtained by Student Support Services department. The expectation is that the work will be supported through sustainable funding generated through reimbursement from the CYBHI Fee Schedule.

WRaP Team Members



Jodi McCarthy: Coordinator, Student Support Services

Cassie Ferguson: Program Manager, Student Support Services

Melissa Saunders: District Counselor and LGBTQ Liaison

Elizabeth Weinstein: District Counselor (*0.7 FTE*)

Omar Westbrooks: Child, Welfare, & Attendance Specialist

Akimasa Moore: Wellness & Resource Liaison

Kelvin Arenas: School Psychologist (*0.7 FTE*)

Omar Westbrook, Child Welfare & Attendance Specialist

Omar is a veteran of the district for 15 years. He pioneered the role of Student Support Provider at Island High School in 2010, before becoming the District's sole Child Welfare & Attendance Specialist in 2013.



As an HCAI Certified Wellness Coach, he bridges the gap between home and school through wellness checks, mentorship, and facilitating Young Men's Groups to ensure our students remain engaged and supported.

Omar centers relationship building and validates families experiences, advancing an integrated, culturally responsive Student Services model - one that increases access, strengthens partnerships, and improves outcomes for AUSD students and families.

Akimasa Moore, Wellness & Resource Liaison

Akimasa "Aki" Moore, is our Wellness and Resource Liaison and brings over 30 years of dedicated experience in youth development across the full educational spectrum. His journey in our district began in 2022 as Island High School's Student Support Provider, helping to create and execute programs and events that empowered and celebrated the student body's diversity.

As the Wellness and Resource Liaison, Aki works tirelessly to support our McKinney-Vento designated families, making sure that they are connected to resources such as food, clothing, and other necessities that they may need. His role is vital in ensuring that unhoused families have equitable access to education to ensure that even during times of housing instability, our students are seen, supported, and are in a better position to learn.



Akimasa Moore, *cont...*



Believing deeply in the power of mentorship, this year, Aki partnered with Kelvin Arenas and Omar Westbrooks to launch Young Men's Groups across the district.

These circles offer a safe space for students to talk, grow, and build the social-emotional tools they need to navigate life with confidence.

Combining professional expertise and personal experiences, Aki is a dedicated community partner focused on bridging the gap between school resources and student success.

Melissa Saunders, District Counselor

As a District Counselor and LGBTQ Liaison, Melissa's work includes individual and small-group counseling, class-wide instruction and professional development for AUSD staff.

In addition to providing counseling, she develops and sustains systems of support that ensure LGBTQ students feel safe, affirmed, and connected within their school community. This includes:

- Facilitating classroom discussions that promote understanding, belonging, and respect
- Providing professional development for AUSD staff on a range of educational and mental health topics
- Partnering with community organizations such as the LGBTQ Roundtable, Queer Teen Alameda Center, Pride Alameda, and Equality California to strengthen connections, resources, and opportunities that benefit AUSD students and families



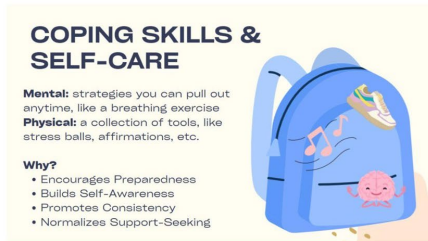
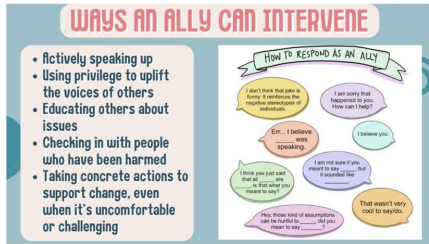
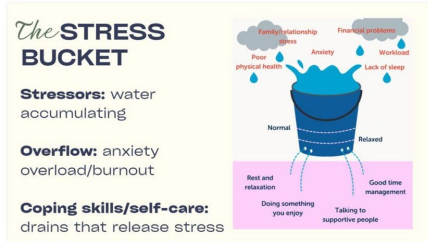
Melissa Saunders, *cont...*



Melissa also facilitates a series of classroom lessons focused on identity/belonging, student voice, civic engagement, and being a positive change-maker.

These lessons explore relevant historical and contemporary examples of advocacy, allyship, and social change while helping students develop the confidence and skills to speak up respectfully, challenge injustice, and contribute to inclusive communities.

Elizabeth Weinstein, District Counselor



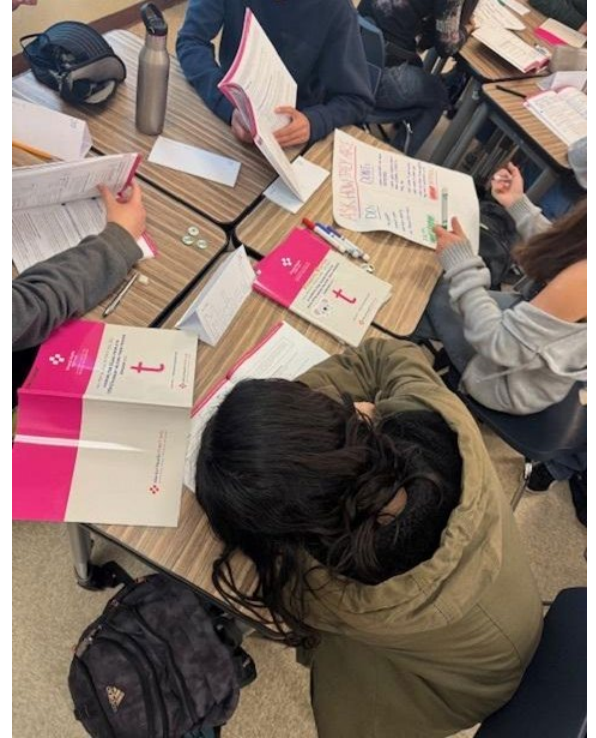
This is Liz's second year on the WRaP team. She started in January 2025 at the district office after spending the previous year and a half interning at Lincoln Middle and Encinal Jr/Sr High School. Her primary focus is serving secondary students.

Liz aims to provide a holistic approach to counseling. Students are more than just their school presence – each student is an integral component of a broader, interconnected system. As a social worker, she is trained to look beyond surface behaviors and identify underlying social, economic, and environmental stressors that impact student functioning.

Elizabeth Weinstein, *cont...*

Liz offers a variety of services at our secondary schools, including:

- Classroom lessons on stress and anxiety, hate speech, and social emotional learning tools
- Tier 2 interventions that include psychoeducational and discussion-based groups and skill-building groups around emotional regulation and communication.
- Individual counseling involves developing individualized intervention plans and teaching evidence-based coping and regulation skills.
- Facilitating Teen Mental Health First Aid
- Liz also supports crisis intervention and risk assessment when needed, and tracks progress using data and student-reported outcomes.



Kelvin Arenas, School Psychologist

New to the team this year, Kelvin strategically helps to bridge the gap between Special Education and Student Services by increasing alignment, clarity and meaningful family engagement. His work centers on creating coherence ensuring service pathways, and supports are clearly understood and directly connected to student learning and well-being.

Through educational consultation within the WRaP team, he supports staff and families in understanding the functional impact of disabilities on academic and social-emotional performance. This approach promotes equitable access to services and more family/student decisions.



Kelvin Arenas, *cont...*



By launching culturally responsive individual and group counseling services rooted in a reflective modality, with intentional focus on students of color, Kelvin brought an essential missing piece to the team. Delivered in both English and monolingual Spanish, these services expand access providing affirming spaces for students to process identity, stress, trauma, and school-related challenges. He is currently running three groups in Spanish - two at Wood Middle School and one at Ruby Bridges Elementary School. The impact includes increased student engagement, stronger self-advocacy skills, and improved emotional regulation.

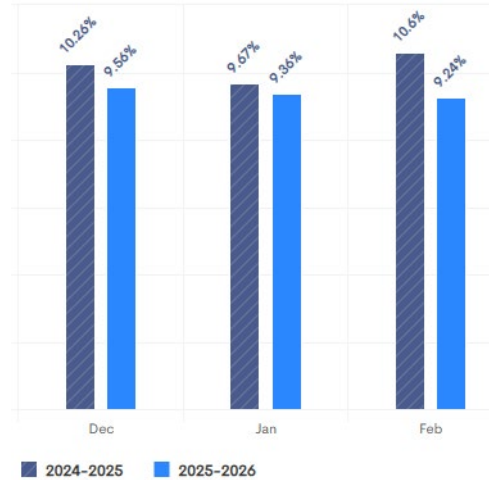
Kelvin also partners with school sites and leads structured Family Engagement Home Visits designed to rebuild trust and increase participation in school and IEP meetings. He centers relationship-building, validating family experiences, and clearly explains processes in accessible language, removing barriers to involvement and elevating family voice. This proactive outreach strengthens collaboration, improves meeting attendance, and supports more cohesive service planning.

2025-2026 Current High-level Bright Spots

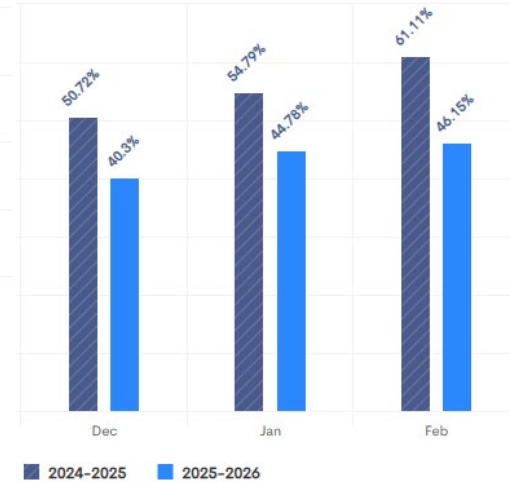
- **Over 150 classroom lessons delivered**
 - *(Ex: Interrupting Hate Speech, Anxiety/Stress Coping, Inclusion & Injustice)*
- **25 small groups completed or in progress across our sites** (6-8 weeks in length)
 - *(Ex: Young Men's Group, Young Women's Group, Stress/Anxiety Management, Cultural and Educational Integration for Newcomer Students)*
- **27 students currently receiving Individual Counseling services across nine schools**
- **52 home visits for wellness and attendance support**
- **78 McKinney Vento students and their families receiving support with basic needs**
 - *(Ex. \$100 Safeway gas and grocery gift cards, \$150 Ross clothing gift cards, bus passes, case management and community referrals, non-perishable food delivery, etc)*

Impact Snapshot

2022-2023	2024-2025	30% growth in interventions supporting behavioral health needs between the 2022-2023 and 2024-2025 school years.
753 documented interventions supporting behavioral health needs district-wide	985 documented interventions supporting behavioral health needs district-wide	



Overall Chronic Absentee Data



McKinney Vento Chronic Absentee Data

Bringing in Student Voices

Don't just take our word for it.

We have some amazing youth who would love to tell you their story about how WRaP services support them.

Board Discussion

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Mentoring and Advising Update from the Office of Equity (20 Mins/Information)
Item Type:	Information
Background:	The Office of Equity presents an annual update on Mentoring and Advising efforts across AUSD. This presentation will review the work around focal scholar practices, student outcomes, family engagement, and additional outreach efforts.
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:	Shamar Edwards, Director of Equity for African American & Multi Ethnic Student Achievement

ATTACHMENTS:

Description	Upload Date	Type
□ Presentation_Mentoring and Advising Update_Office of Equity_2.24.26	2/18/2026	Presentation

Mentoring and Advising Update from the Office of Equity

Shamar Edwards, Director of Equity for African American &
Multi Ethnic Student Achievement
Mentors and Advisors

February 24, 2026



Areas of Focus

1

Our Students

2

Our Staff

3

Our Families

4

Our Outcomes

The Team

Sean Foster - Alameda High School

Audrey Sigur - Encinal Jr. Jets

Renate Westbrooks - Ruby Bridges

Shanti Croom - Wood MS and District Office

Shamar Edwards-Broyard - District Office

Aaron Mercadel - Maya Lin





Our Students

- 849- TK-12 Focal Scholars (AUSD)

- 736- TK-8th Focal Scholars
- 113- 9th-12th Focal Scholars

**2021-22 approx. 70- K-5 Scholars
(birthed out of the CCEIS Action Plan)*

- Maya Lin - 52 Focal Scholars

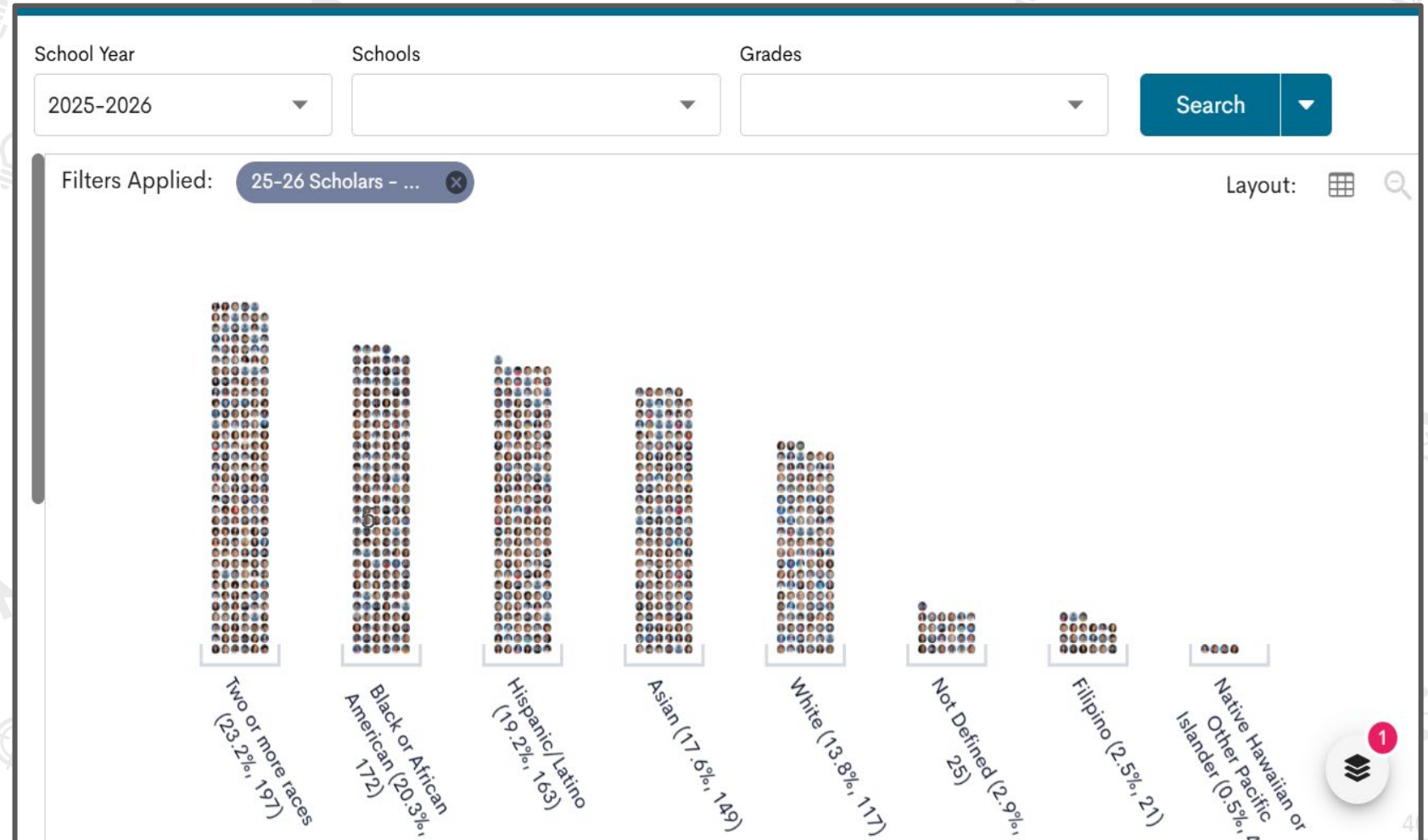
- Ruby Bridges - 76 Focal Scholars

- EHS Jr. Jets - 48 Focal Scholars

- Wood - 106 Focal Scholars

Focal Scholar Demographics

Multi-Ethnic- 197 (23%)
Black- 172 (20%)
Hispanic-163 (19%)
Asian-149- 17%
White-117- 13.8%
Not Defined- 25- 3%
Filipino- 21- 2.5%





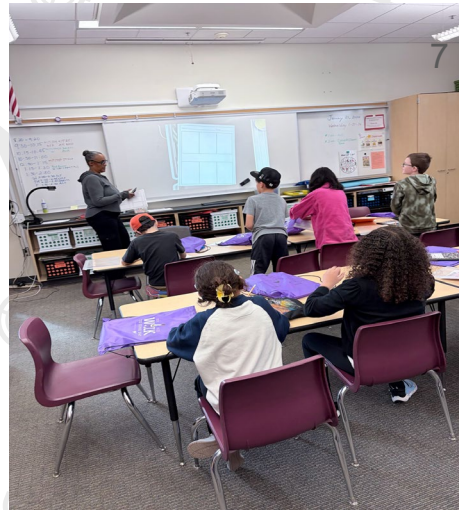
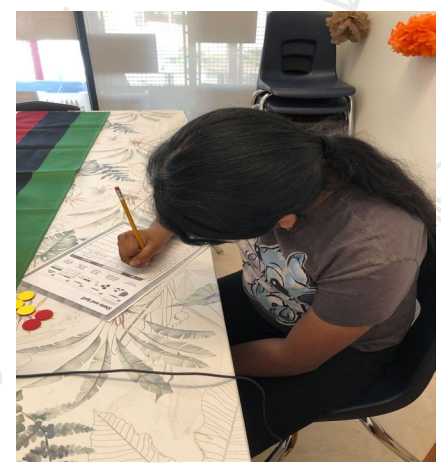
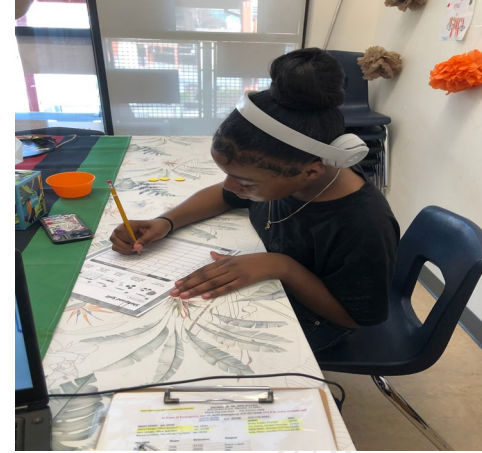
Our Students - Our Focus

4th -8th Grade MATH Support by Advisors

- Maya Lin- 52 Focal Scholars
- Ruby Bridges- 76 Focal Scholars
- EHS Jr. Jets- 48 Focal Scholars
- Wood- 106 Focal Scholars

- Maya Lin- 6 Math Groups, Serving 26
- Ruby Bridges- 4 Math Groups, Serving 37
- EHS- 6 Math Groups, Serving 25
- Wood-2 Math Groups, Serving 12

Focal Scholars In Action





Spotlight Maya Lin

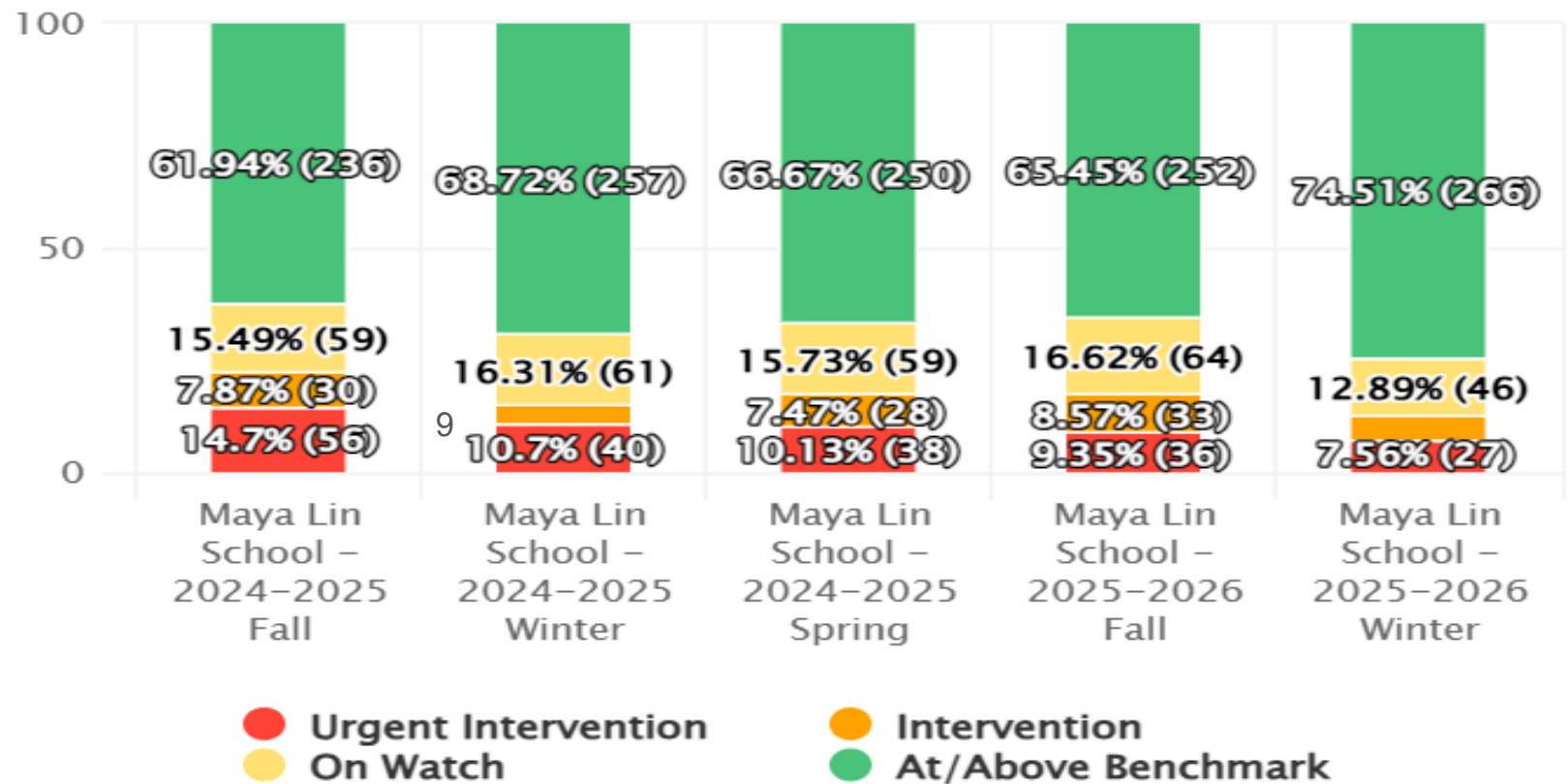


Maya Lin Elementary- STAR Math

**74% at or above
benchmark for
Winter 25-26
STAR Math**

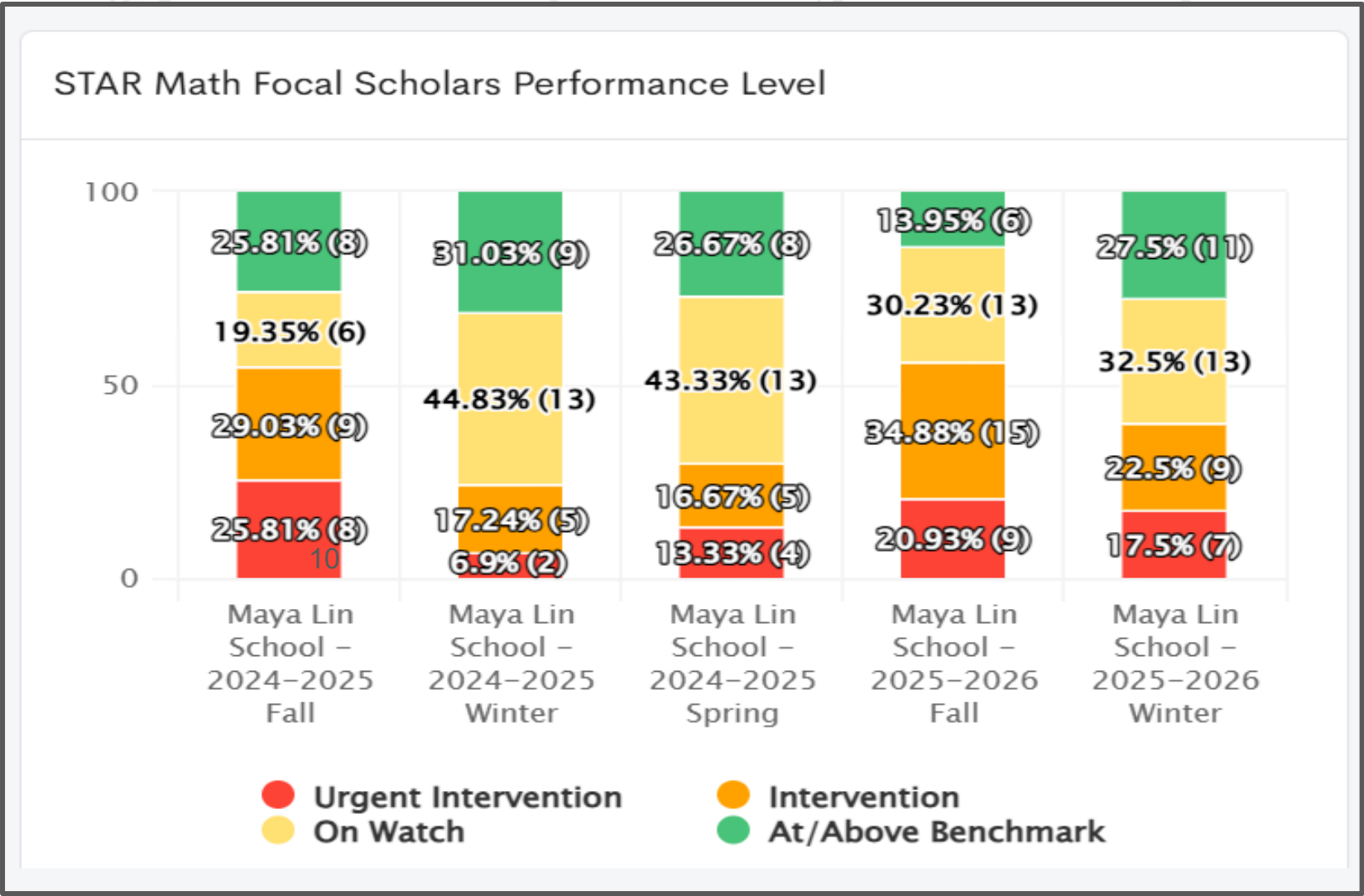
**Up from 65% in the Fall
25-26**

STAR Math Performance Level - Historical



Maya Lin Elementary-STAR Math Focal Scholars

27%-Proficient
32%-On Watch
22%-Intervention
17%-Urgent Interventions



Overview

- ★ 6 groups/ 30 minutes each
- ★ 1st through 5th grade served
- ★ Progress Monitoring
- ★ Follow the Do The Math curriculum
- ★ Games, puzzles, flashcards, videos and more





Spotlight Alameda High School

Why Alameda High School?

“Alameda High must keep prioritizing equity and inclusion so all students, now and in the future, succeed and thrive.

With this being Year 0 at AHS, the focus of my work this year has been on building relationships among students, staff, and the broader community; forging partnerships and allies; and laying the infrastructure that can be built upon for years to come in the arena of social justice and equity at AHS.”

Sean Foster, AHS Equity Coordinator

Our Staff

Support for the Implementation of Focal
Scholar Practices



Focal Scholar Practices

1. Data Driven Selection of Focal Scholars
2. CLR Implementation (V.A.B.B. Strategies)
3. Personalized Class/School Interventions
4. Tutoring for Focal Scholars
5. Affinity Spaces for Black and Latino Students & Families
6. Hopes and Dreams Conferences with Focal Families
7. Review of Focal Scholars in COST (Progress Monitoring) (*EduClimber)
8. Analysis of Focal Scholar Student Work- PLCs
9. Classroom Walkthroughs focus on Focal Scholar Achievement in Literacy and Math
10. Communicating Focal Scholar Practices, Evaluate Implementation, and Provide Updates to Staff Regularly

Collaborative Spaces

- ❑ ALT - Site Principals and Teacher Leaders
- ❑ Principal Community of Practice (CoP)
- ❑ TSAs CoP
- ❑ Ongoing Support from ED Services department

Our Families

Voices of our Black, Multilingual Learner and
Special Education



Family Feedback

Black Family Voices

“I would say that the support has been amazing. If I have any questions, they are right, there.”

“Raise the standard for Black students. Believe in black excellence instead of normalizing black failure.”

[Full Report -Black AUSD Families](#)

Multilingual Family Voices

“Shout out to teachers, multilingual/immigrant/diverse staff, bilingual field trip, multicultural night and assemblies. Especially reading support staff.”

“It would be really great if there is a virtual option for the ELAC parents meetings.”

[Full Presentation to ALT Here](#)

Special Education Family Voices

“Everyone listened to ideas and different methods to enhance learning experience for my child. I really appreciate that.”

“Inconsistency from school leadership required me to act as project manager.”

[Summarized Family Report](#)

Parent Perspective

Ms. Angela Lowe, parent of 7th grade student at Encinal



Office of Equity Support

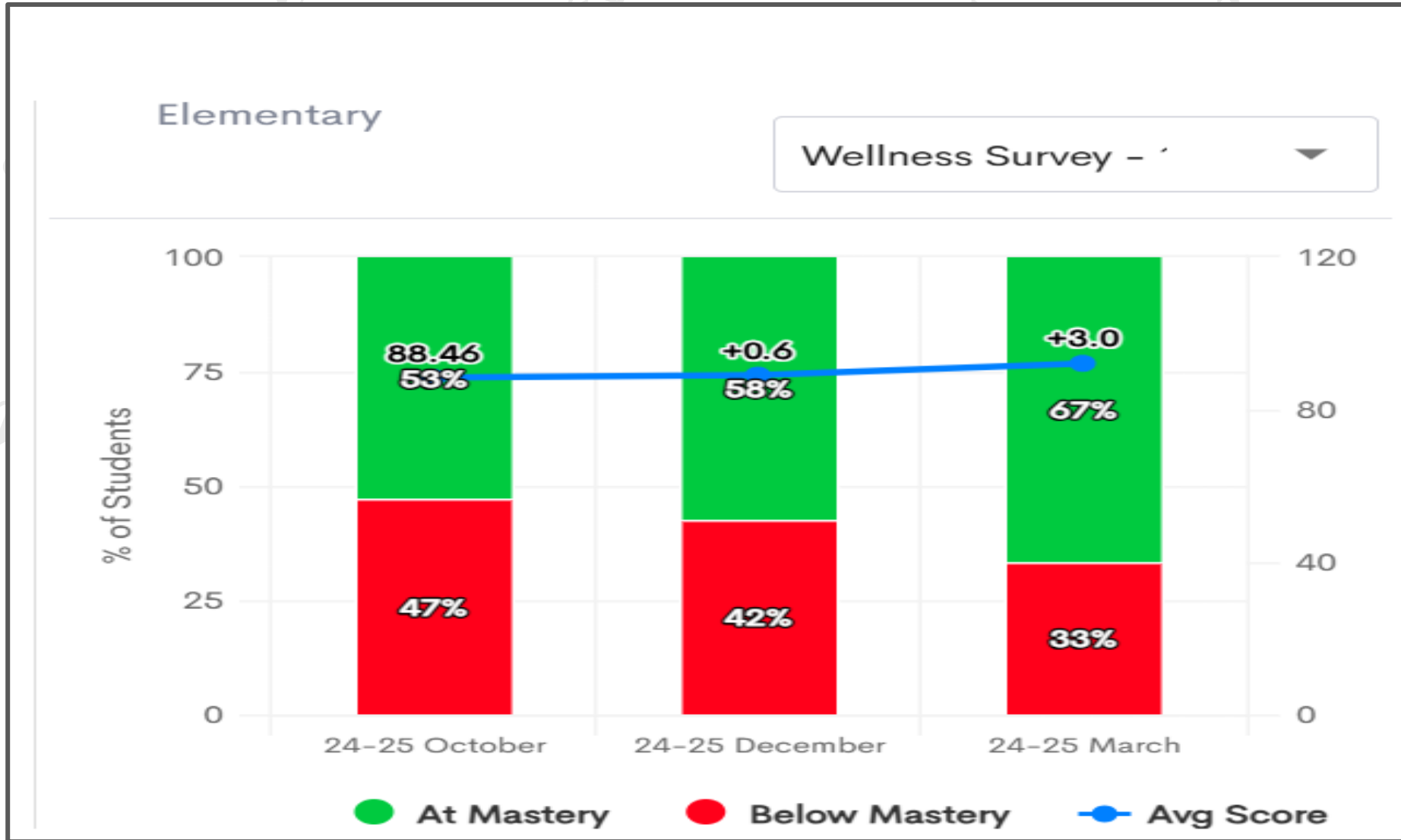
- ❑ Provide Presentations to Staff:
 - Staff Workshop- What Did You Say? Guidelines for What Staff Can Say to Respond/Intervene in Racial and/or Inappropriate Student Interactions
 - Culturally and Linguistically Responsive Practices
 - Best Practices for Affinity Spaces for Students and/or Families
- ❑ Principal Consultation and Thought Partnership
- ❑ Financial Support for Programs like Challenge Day, Black History Month, Disrupt Texts, Field trips, the BLACK Program, etc.
- ❑ Timecards for Teacher Leaders supporting an Equity Opportunity (Ex: Cesar Chavez Supplemental Cultural Lessons)



Our Outcomes

- ❑ AUSD no longer under the CCEIS Mandate for Significantly Disproportionality in Special Education for Black and Multi-Ethnic students
- ❑ Commitment from AUSD Principals to focus on Focal Scholar Practices
- ❑ Intentional Family Outreach Efforts
- ❑ Focal Scholars Scoring at Urgent Intervention Levels on STAR Reading and Math are steadily moving up Intervention levels. Improved Attendance, Behavior, and an appreciation for the Advisors as their Advocates.

Improved Focal Scholar Wellness

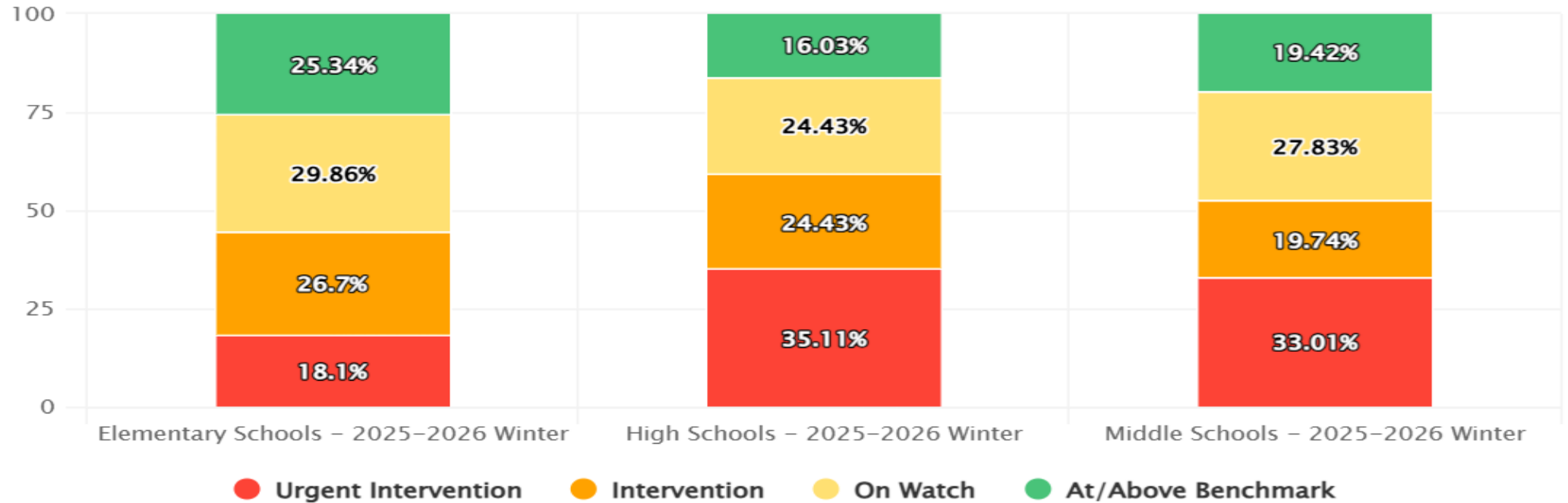


STAR Reading-Elementary, Middle, and High

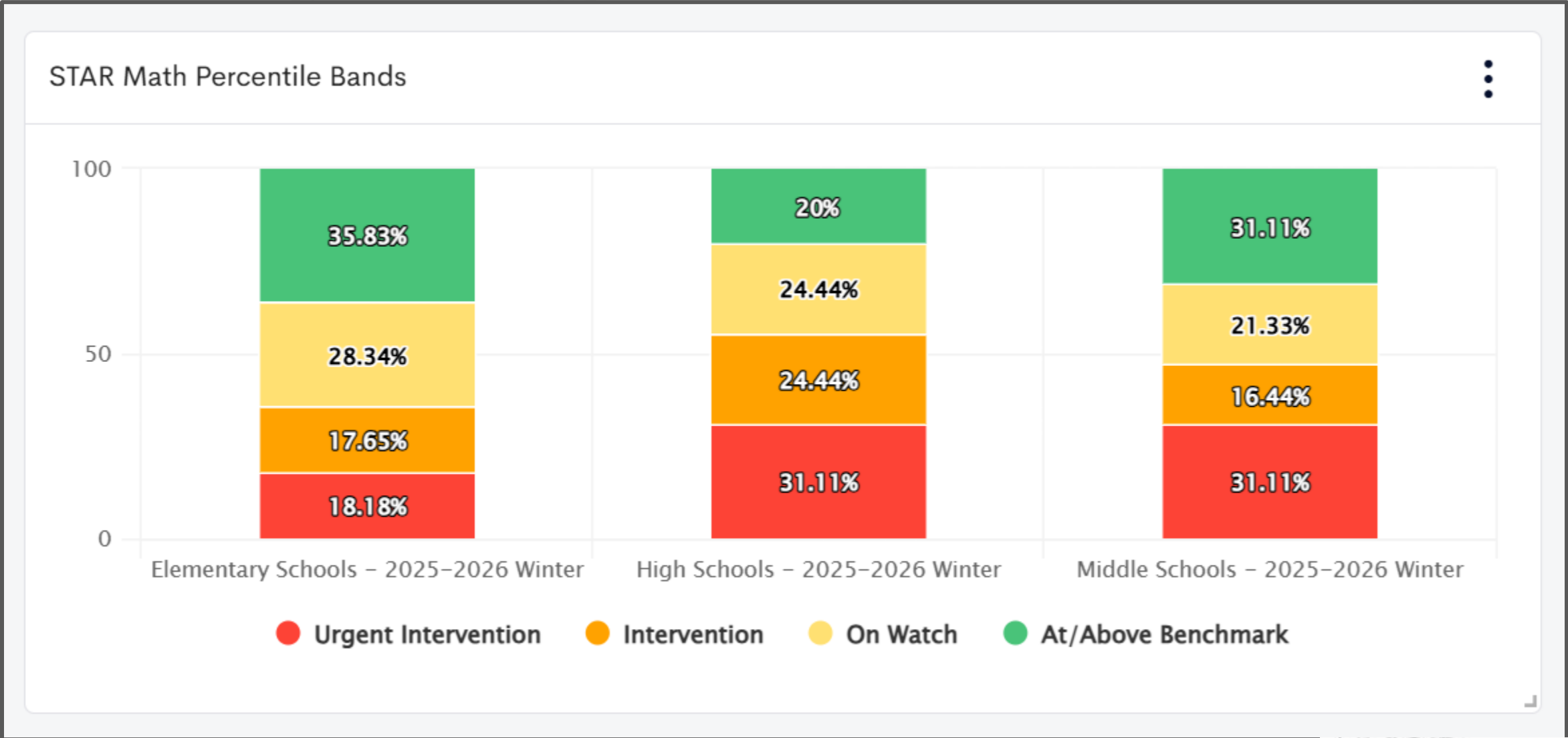
< Focal Scholars 2025-2026



STAR Reading Percentile Bands



STAR Math-Elementary, Middle, and High





Office of Equity: Additional Updates

- ❑ Cesar Chavez Supplemental Lessons- Exploration and Development of a K-5 Scope and Sequence for Teachers 2025-2026
- ❑ Advisors also facilitate family nights/mornings, SEL groups, After School Programming, AVID group at Ruby
- ❑ Advisor partner with City of Alameda-Housing Authority, AEF, Food Bank and All Good Living
- ❑ College field trip for 9th and 10th graders to SF. State (AHS & EHS)
- ❑ Elementary (MTSS Supports) & Secondary BIPOC Workshop (What families should know about AI- March 26th)



Office of Equity: Additional Updates

- ❑ 2nd Year of AP African American Studies Classes- 4 Sections at AHS, 4 Sections at EHS. Field trips to Bobby McFerrin Circle Song at the Freight and Oakland Museum: Black Spaces Exhibit
- ❑ Sponsored PD with Milton Reynolds at AHS
- ❑ Sponsored Challenge Day at AHS, B.L.A.C.K Program at AHS & LMS
- ❑ Black Promotion Celebration coming May 21st, 6pm-8pm



Board Discussion

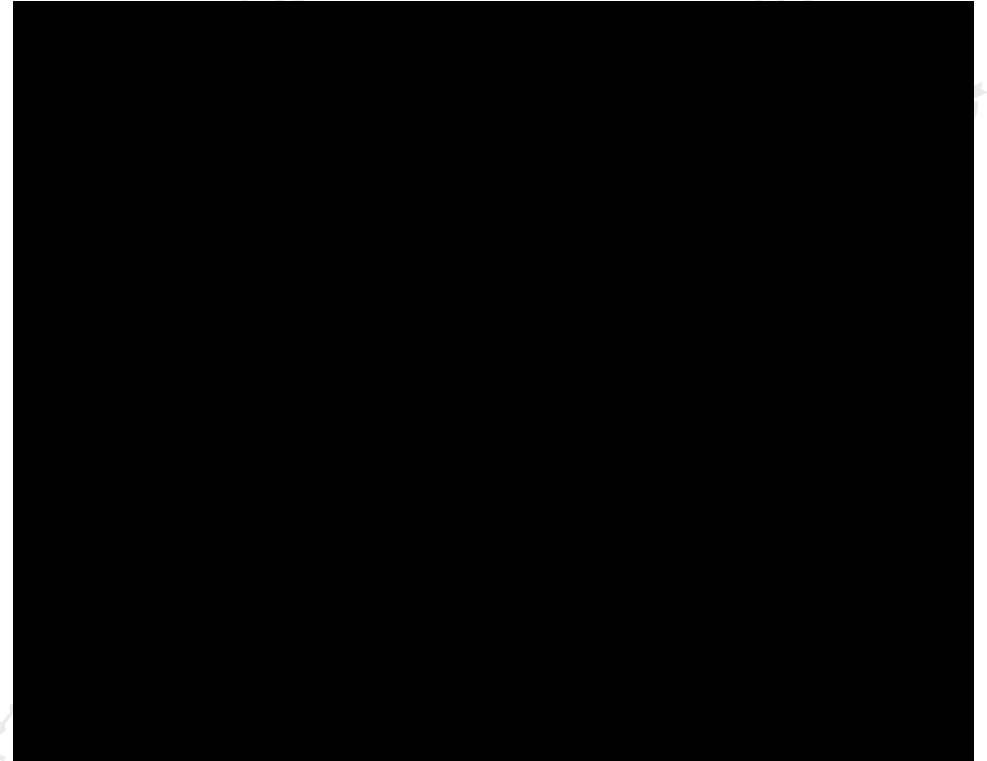
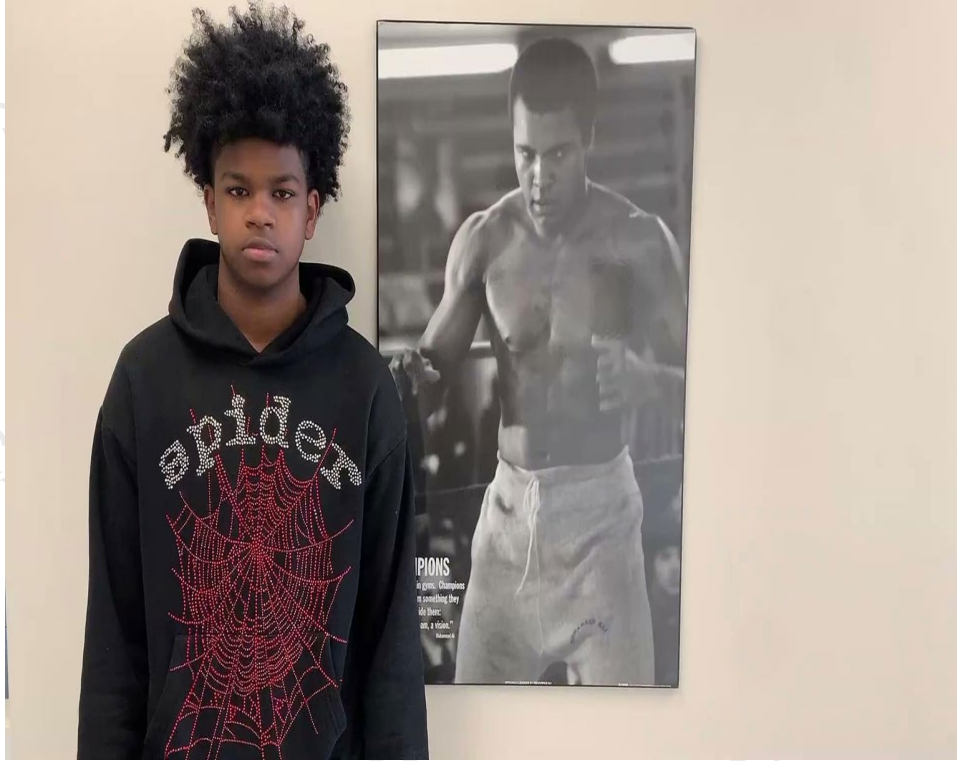
Thank you!



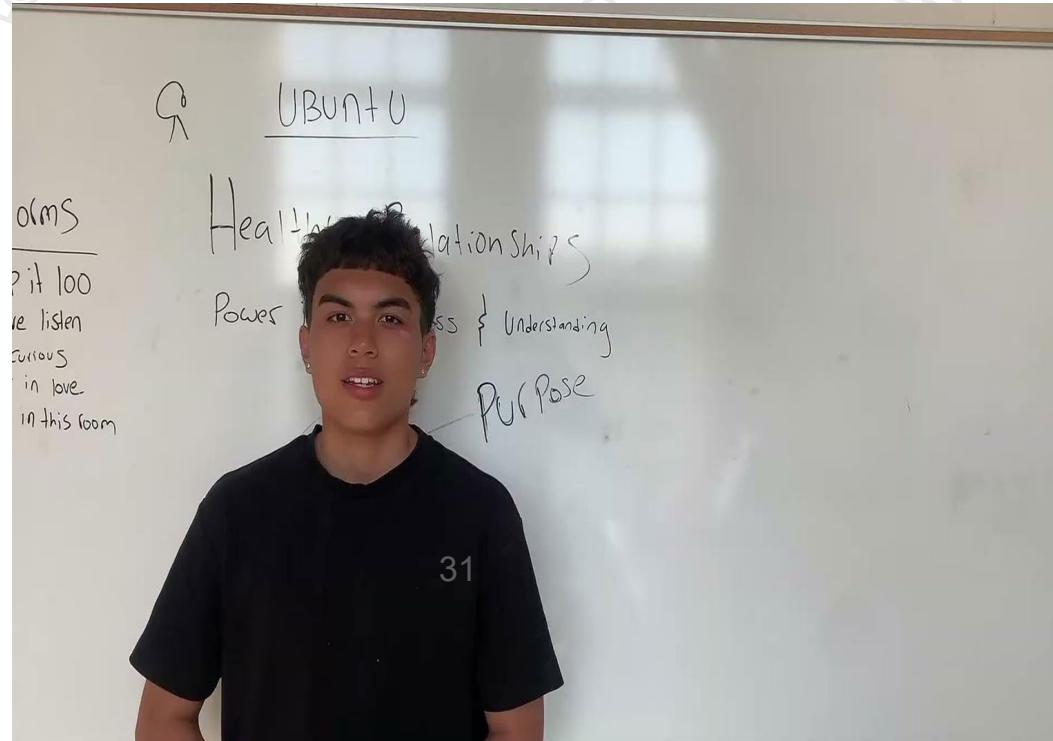
Additional Slides for Board Review



AHS Student Perspective

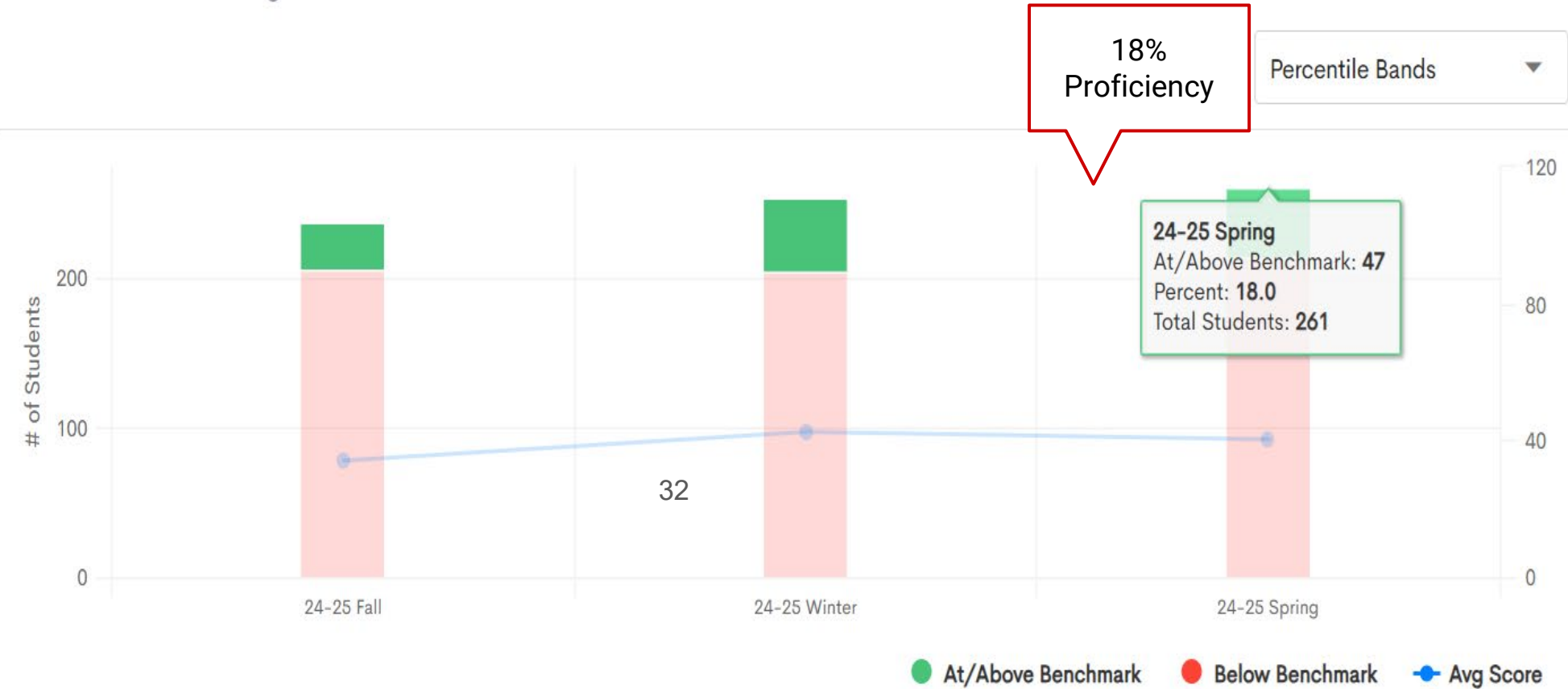


Additional Student Videos from AHS



STAR - STAR Reading

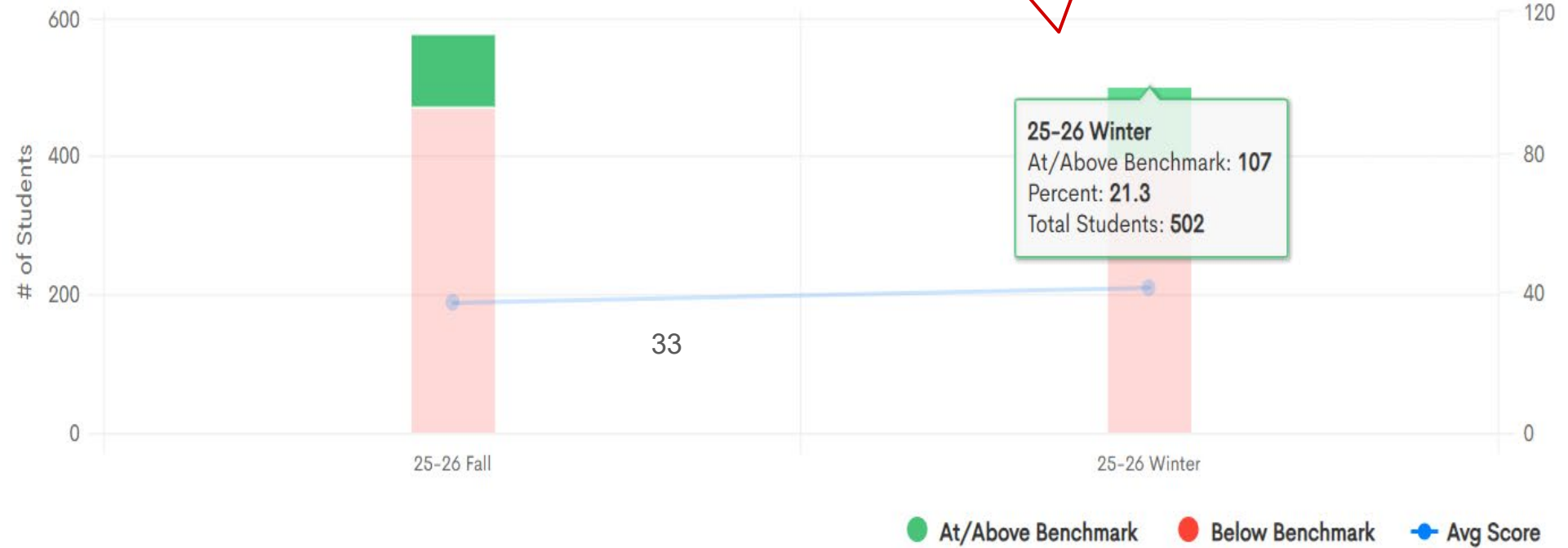
STAR - STAR Reading



Tag: 24-25 Scholars -...

STAR - STAR Reading

STAR - STAR Reading



Tag: 25-26 Scholars -...

STAR - STAR Math

STAR - STAR Math

35% Proficiency

Percentile Bands

of Students

24-25 Fall 24-25 Winter 24-25 Spring

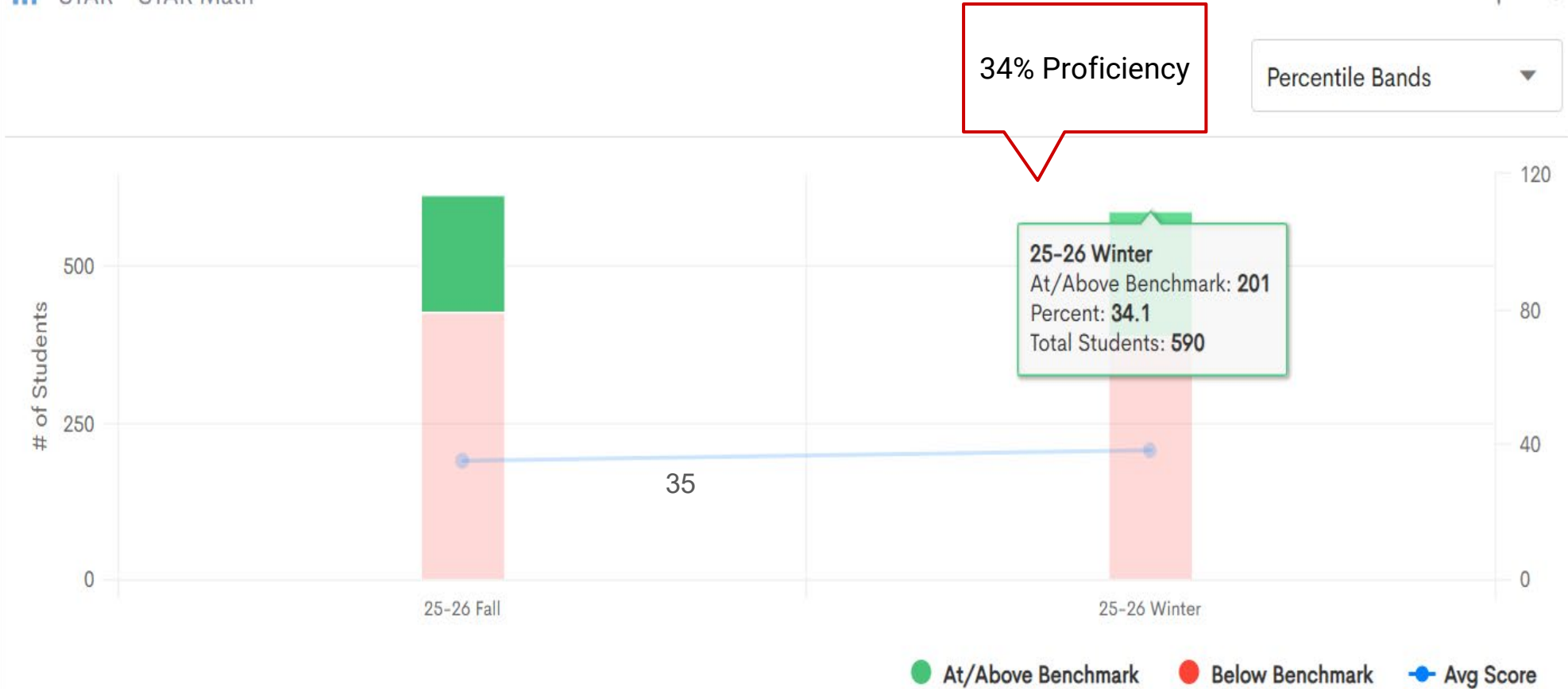
At/Above Benchmark Below Benchmark Avg Score

Tag: 24-25 Scholars - ...

Term	At/Above Benchmark	Below Benchmark	Avg Score
24-25 Fall	~80	~120	~40
24-25 Winter	~110	~80	~40
24-25 Spring	96	178	~40

STAR - STAR Math

STAR - STAR Math



Tag: 25-26 Scholars -...

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution Number 2025-2026.37 Recommendation to Decrease the Number of Classified Employees Due to a Lack of Work and/or Lack of Funds (5 Mins/Action)

Item Type: Action

Background: California Education Code sections 45114, 45117, 45298 and 45308 permit the Governing Board to reduce or discontinue classified services and terminate the employment of affected classified employees not later than the beginning of the following school year due to lack of work and/or lack of funds.

Staff will recommend that it shall be necessary to reduce or discontinue the classified services of the District as described herein no later than the beginning of the 2026-2027 school year due to a lack of work and/or lack of funds.

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation: Approve as submitted.

AUSD Guiding Principle:

Submitted By: Timothy Erwin, Assistant Superintendent, Human Resources

ATTACHMENTS:

Description	Upload Date	Type
☐ Classified Layoff Resolution	2/18/2026	Resolution Letter

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

February 24, 2026

Resolution No. 2025-2026.37

**Resolution to Decrease the Number of Classified Employees
Due to a Lack of Work and/or Lack of Funds**

WHEREAS, Education Code sections 45114, 45117, 45298 and 45308 permit the Governing Board to reduce or discontinue classified services and terminate the employment of affected classified employees not later than the beginning of the following school year due to lack of work and/or lack of funds; and

WHEREAS, the Governing Board of the Alameda Unified School District ("District") has determined that it shall be necessary to reduce or discontinue the classified services of the District as described herein no later than the beginning of the 2026-2027 school year due to a lack of work and/or lack of funds; and

WHEREAS, it shall be necessary at the end of the 2025-2026 school year to terminate the employment of certain classified employees of the District as a result of this reduction or discontinuance in classified services; and

WHEREAS, it is the opinion of the Board that it is in the best interest of the District, including the welfare of the District's schools and pupils, to reduce or discontinue the classified services and as a result terminate the number of classified employees of the District as hereinafter set forth.

NOW, BE IT RESOLVED by the Governing Board of the Alameda Unified School District as follows:

1. The foregoing recitals are true and incorporated herein by this reference.
2. The following classified services be reduced or eliminated as indicated commencing with the 2026-2027 school year:

Classification	Position Control No.	FTE
Para 2, Gen Ed	1319	0.875 FTE
Para 2, Gen Ed	1308	0.75 FTE
Para 2, Gen Ed	1676	0.45 FTE
Para 2, Gen Ed	449	0.6 FTE
Para 3+, Bilingual	511	0.45 FTE
Para 5, Behavior Intervention	1636	0.75 FTE
Health Office Assistant	285	0.125 FTE
Parent Liaison	1270	0.125 FTE
Student Support Provider	708	0.75 FTE

3. Due to the reduction or elimination of classified services set forth herein, the number of classified employees of the District be reduced pursuant to Education Code section 45117.
4. The District Superintendent or designee is directed to send appropriate notices to members of the Governing Board all employees whose services shall be terminated by virtue of this action pursuant to Education Code section 45117.

PASSED AND ADOPTED by the following called vote this 24th day of February, 2026.

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Ryan LaLonde, President
Board of Education
Alameda Unified School District
Alameda County, State of California

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution Number 2025-2026.38 Recommendation to Decrease the Number of Certificated Employees Due to a Reduction in Particular Kinds of Services for the 2026-2027 School Year (5 Mins/Action)

Item Type: Action

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

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation: Approve as submitted.

AUSD Guiding Principle:

Submitted By: Timothy Erwin, Assistant Superintendent, Human Resources

ATTACHMENTS:

Description	Upload Date	Type
☐ Certificated PKS Resolution	2/18/2026	Resolution Letter

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

February 24, 2026

Resolution No. 2025-2026.38

**Resolution to Decrease the Number of Certificated Employees
Due to a Reduction in Particular Kinds of Services**

WHEREAS, Education Code Section 44955 permits the Governing Board to reduce or discontinue particular kinds of services no later than the beginning of the following school year; and

WHEREAS, the Governing Board of the Alameda Unified School District has determined that it shall be necessary to decrease the following programs and services of the District no later than the beginning of the 2026-2027 school year; and

WHEREAS, it shall be necessary to terminate at the end of the 2025-2026 school year the employment of certain certificated employees of the District as a result of the elimination of the programs and services; and

WHEREAS, the Governing Board of the Alameda Unified School District has further determined that among employees who first rendered paid service to the District on the same day, the order of termination will be based solely on the needs of the District and the students thereof; and

NOW, BE IT RESOLVED, by the Governing Board of the Alameda Unified School District that the particular kinds of services that shall be reduced or eliminated no later than the beginning of the 2026-2027 school year are described in the table below and equate to a total of 28.55 Full Time Equivalent (FTE):

Particular Kinds of Services:

Elementary	Number of Full Time (FTE) Equivalent
Art (Categorical)	0.40 FTE
Foundational Level General Science (Categorical)	0.55 FTE
<i>Elementary Total =</i>	<i>0.95 FTE</i>

Secondary	Number of Full Time (FTE) Equivalent
Art	0.40 FTE
Career Technical Education (CTE), Education, Child Development, and Family Services (Cal Safe Program)	1.00 FTE
Career Technical Education (CTE), Computer Science	0.20 FTE
French	0.20 FTE
Geoscience	0.20 FTE
Mandarin	0.20 FTE
Music	0.40 FTE
<i>Secondary Total =</i>	<i>2.60 FTE</i>

Additional Services	Number of Full Time (FTE) Equivalent
Independent Studies	1.00 FTE
Teacher on Special Assignment (TSA), Induction	1.00 FTE
Teacher on Special Assignment (TSA), Instructional Coach	10.50 FTE
Teacher on Special Assignment (TSA), Intervention Lead	11.50 FTE
<i>Additional Services Total =</i>	<i>24.00 FTE</i>

Administrative Services	Number of Full Time (FTE) Equivalent
Coordinator, Compliance	1.00 FTE
<i>Administrative Services Total =</i>	<i>1.00 FTE</i>

NOW, BE IT FURTHER RESOLVED, that the District may deviate from terminating certificated employees in order of seniority, based on a specific need for personnel who possess qualifications, special training, and/or experience needed for the following courses of study or for the provision of the following services:

- A. Special Education, Mild to Moderate
- B. Special Education, Moderate to Severe
- C. Special Education, Early Childhood
- D. Teacher Librarian Services: Teacher with experience providing librarian services and currently teaching librarian services.

NOW, BE IT FURTHER RESOLVED, that the Superintendent or his/her designee representative is directed to send appropriate notices to all employees whose positions may be lost by virtue of this action. Nothing herein shall be deemed to confer any status or rights upon temporary certificated employees or any other employee in addition to those specifically granted to such employees by statute.

PASSED AND ADOPTED by the following called vote this 24th day of February, 2026.

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

 Ryan LaLonde, 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: California School Boards Association (CSBA) 2026 Delegate Assembly Election Vote (5 Mins/Action)

Item Type: Action

Background: The California School Boards Association (CSBA) Delegate Assembly is a vital link to the Association's governance structure. The Delegate Assembly is made up of approximately 270+ delegates who are elected by local board members in 21 geographic regions throughout the state, thus ensuring that the Association reflects the interest of school districts and county offices of education throughout the state.

Sub region 7-B (Alameda County) currently has four vacancies. Delegates selected will serve two-year terms from April 1, 2026 through March 31, 2028. The candidates running for delegate assembly are (* denotes incumbent):

- Charlie Jones (Pleasanton USD)
- Kyla Sinegal (San Lorenzo USD)*
- Christiaan VandenHeuvel (Livermore Valley Joint USD)
- Not enough nominations were received for a fourth candidate; Board may vote for a write in candidate

The Board as a whole may vote for the three candidates listed, or any combination of candidates listed and a write-in candidates for up to four candidates.

Biographical sketches of each Delegate Assembly candidate are attached.

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Other

Discuss and select up to 3 candidates for the CSBA Delegate Assembly.

AUSD Guiding Principle: #4 - Parental involvement and community engagement are integral to student success. | #5 - Accountability, transparency, and trust are necessary at all levels of the organization.

Submitted By: Pasquale Scuderi, Superintendent

ATTACHMENTS:

	Description	Upload Date	Type
▣	CSBA Delegate Assembly Information Packet 2026	2/18/2026	Backup Material

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **MONDAY, MARCH 16, 2026**. Only ONE Ballot per Board. Be sure to mark your vote “**X**” in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2026 DELEGATE ASSEMBLY BALLOT
SUBREGION 7-B
(Alameda County)

Number of seats: 4 (Vote for no more than 4 candidates)

Delegates will serve two-year terms beginning April 1, 2026 - March 31, 2028

**denotes incumbent*

☐

Charlie Jones (Pleasanton USD)

☐

Kyla Sinegal (San LorenzoUSD)*

☐

Christiaan VandenHeuvel (Livermore Valley Joint USD)

☐

Not enough nominations were received for a fourth candidate; however your board may vote to write in the name of a board member to fill this seat.

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District Name

Date of Board Action

See reverse side for list of all current Delegates in your Region.

REGION 7 – 16 Delegates (13 elected/3 appointed0)

Director: Rachel Hurd (San Ramon Valley USD)

Below is a list of all the current Delegates.

Subregion 7-A (Contra Costa)

Thuy DaoJensen (Brentwood Union SD), 2027
Katy Foreman (Lafayette SD), 2027
Yolanda Peña Mendrek (Liberty Union HSD), 2026
Marina Ramos (John Swett USD), 2026
Mary Helen Rocha (Antioch USD),2026

Subregion 7-B (Alameda)

Dolly Adams (Castro Valley USD), 2027
Dianne Jones (Fremont USD), 2027
Kelly Mokashi (Pleasanton USD), 2026
Jackie C. Perl (San Leandro USD), 2026
Sara Prada (Hayward USD), 2027
Vivek Prasad (Fremont USD)*, 2027
Kyla Sinegal (San Lorenzo USD), 2026
Nancy Thomas (Newark USD), 2026
Vacant (Oakland USD)*, 2027
Vacant (Oakland USD)*, 2026

Region 7 County

Sarah Butler (Contra Costa COE), 2027

Counties

Contra Costa (Subregion A)
Alameda (Subregion B)



REQUIRES BOARD ACTION

January 31, 2026
MEMORANDUM

To: CSBA Member Boards and Even-numbered County Board Presidents and Superintendents
From: Dr. Debra Schade, CSBA President
Re: 2026 Ballot for CSBA Delegate Assembly — **U.S. Postmark Deadline is Mon. March 16**

CSBA is transitioning to an all-electronic voting process, beginning with an electronic "option" this year and moving to all-electronic voting in 2027. For those wishing to submit an electronic ballot this year, an email with the unique link to your ballot is sent to the primary contact on file with CSBA for your district or county office on February 1, 2026. Electronic ballot submissions still require board action as described in this memo, however no mailing is required. If both a paper ballot and electronic ballot are submitted, only the electronic ballot will be counted.

Enclosed is the ballot material for election to CSBA's Delegate Assembly from your region or subregion. It consists of: 1) the ballot (on red paper) listing the candidates, the reverse side of which contains the names of ALL current members of the Delegate Assembly from your region or subregion; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, provided is a copy of the ballot on white paper to include with your board agenda. **Only the ballot on red paper is to be completed and returned to CSBA if your district or county board chooses to submit a paper ballot. Ballots must be submitted electronically or postmarked by the U.S. Post Office on or before Monday, March 16, 2026.**

Your Board may vote for up to the number of seats to be filled in the region or subregion as indicated on the ballot. For example, if there are three seats up for election, the Board may vote for up to three candidates. However, your Board may cast no more than one vote for any one candidate. The ballot also contains a provision for write-in candidates; their name and district or county office must be clearly printed in the space provided.

The paper ballot must be signed by the Board President, Board Clerk, or Superintendent as a designee of the board, and returned in the enclosed envelope; if the envelope is misplaced, you may use your district's or county office's stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot). If there is a tie vote, a run-off election will be held, and ballots will need to be postmarked on or before April 30. Results will be published by May 11, 2026.

For County Boards of Education Only:

County boards of education may receive up to two emails with unique links for electronic voting: one for their subregion ballot and one for their regional county Delegate ballot, if applicable.

Per Standing Rule 52, in regions with more than one county, each county board of education has one vote to elect the county board member who represents the county board(s) in the region in the Delegate Assembly. One-county regions will appoint the county Delegate. Your county board may vote for only one candidate to fill the Delegate position representing the county boards within your region. Enclosed is the ballot material for election to CSBA's Delegate Assembly of the county board representative from your region. It consists of 1) the ballot (on GREEN paper) listing the candidates, the reverse side of which contains the name of the current member of the Delegate Assembly representing the county boards in your region; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, also provided is a copy of the ballot on white paper to include with your board agenda. **Only the ballot on GREEN paper is to be completed and returned to CSBA if your county board chooses to submit a paper ballot. Like the ballot on red paper for the other Delegate seats in your region, it must be submitted electronically or postmarked by the U.S. Post Office on or before Monday, March 16, 2026.**

The paper ballot on GREEN paper must be signed by the Board President, Board Clerk, or by the County Superintendent, as a designee of the board, and returned in the enclosed envelope. If the envelope is misplaced, you may use your county office's stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region number on the bottom left corner of the envelope (this number appears at the top of the ballot). If there is a tie vote, a run-off election will be held, and ballots will need to be postmarked by April 30. The results for the county board seat in each region will also be published by May 11, 2026.

All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2026 – March 31, 2028. The next meeting of the Delegate Assembly takes place on Saturday, May 16 and Sunday, May 17, 2026. Please do not hesitate to contact the Executive Office at nominations@csba.org should you have any questions.

Encs: Ballot on red paper and watermarked "copy" of ballot on white paper
 Ballot on green paper and watermarked "copy" of ballot on white paper
 List of all current Delegates on reverse side of ballot
 Candidate(s)' required Biographical Sketch Forms and optional resumes
 CSBA-addressed envelope to send back ballots

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **MONDAY, MARCH 16, 2026**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

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SUBREGION 7-B
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**denotes incumbent*

☐

Charlie Jones (Pleasanton USD)

☐

Kyla Sinegal (San LorenzoUSD)*

☐

Christiaan VandenHeuvel (Livermore Valley Joint USD)

☐

Not enough nominations were received for a fourth candidate; however your board may vote to write in the name of a board member to fill this seat.

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District Name

Date of Board Action

See reverse side for list of all current Delegates in your Region.

REGION 7 – 16 Delegates (13 elected/3 appointed0)

Director: Rachel Hurd (San Ramon Valley USD)

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Subregion 7-B (Alameda)

Dolly Adams (Castro Valley USD), 2027
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Jackie C. Perl (San Leandro USD), 2026
Sara Prada (Hayward USD), 2027
Vivek Prasad (Fremont USD)*, 2027
Kyla Sinegal (San Lorenzo USD), 2026
Nancy Thomas (Newark USD), 2026
Vacant (Oakland USD)*, 2027
Vacant (Oakland USD)*, 2026

Region 7 County

Sarah Butler (Contra Costa COE), 2027

Counties

Contra Costa (Subregion A)
Alameda (Subregion B)

Delegate Assembly Nomination/Appointment Biographical Sketch Form 2026 (2) 30

Use this required biographical sketch form for the Delegate Assembly. Forms must be submitted no later than 11:59 p.m. on **January 7, 2026**. We strongly advise to print the completed PDF form for your records. **It is the nominee or appointee's responsibility to confirm that CSBA has received nomination/appointment materials prior to the deadline.**

* Required

Christiaan VandenHeuvel

1. I have been... *

☐ Appointed

☒ Nominated

2. Your signature indicates your consent to serve as a Delegate *



3. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *



4. Full name *

Christiaan VandenHeuvel

5. Region/subregion *

- ☐ 1A
- ☐ 1B
- ☐ 2C
- ☐ 2 - County
- ☐ 3A
- ☐ 3C
- ☐ 3D
- ☐ 4A
- ☐ 4C
- ☐ 4D
- ☐ 4 - County
- ☐ 5A
- ☐ 5B
- ☐ 6A
- ☐ 6B
- ☐ 6C
- ☐ 6 - County
- ☐ 7A
- ☐ 7B
- ☐ 8A
- ☐ 8C
- ☐ 8D
- ☐ 8 - County
- ☐ 9A
- ☐ 9B
- ☐ 9C
- ☐ 10B
- ☐ 10C

☐ 10 - County

☐ 11A

☐ 11B

☐ 12A

☐ 12B

☐ 12 - County

☐ 15

☐ 16B

☐ 16 - County

☐ 17

☐ 18A

☐ 18B

☐ 18 - County

☐ 20

☐ 20 - County

☐ 22

☐ 23A

☐ 23B

☐ 23C

☐ 24

6. Name of District or COE *

7. Years on board *

1

8. Profession

Minister

9. Contact number *

(510) 305-7185

10. Primary email address *

cvandenheuveltrustee@lvjUSD.org

11. Are you an incumbent Delegate? *

☐ Yes

☒ No

12. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

I would bring pragmatism, reach-across-the-aisle style to the Assembly

13. Please describe your activities and involvement on your local board, community, and/or CSBA. *

I have not yet served in other capacities beyond being the Clerk for my Board of Education

14. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

Finances/Funding

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Respondent

103

Anonymous

27:47

Time to complete

1. I have been... *

☐

Appointed

☒

Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *

Charles Jones

3. Full name *

Charles William Jones

4. Region/subregion *

7B



5. Name of District or COE *

Pleasanton Unified School District

6. Years on board *

1

7. Profession

Teacher

8. Contact number *

9259634628

9. Primary email address *

charlie_jones@pleasantonusd.net

10. Are you an incumbent Delegate? *

☐ Yes

☒ No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

I am interested in becoming a delegate to further support policy changes and advocate for bills that will help improve our ability to function as districts. I have been a teacher for over 9 years and have helped lobby for legislation at the state level for same amount of time.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

In my position as a board member I have served on the budget committee, curriculum and instruction committee, and board policy committee for my district. As a teacher I have chair our Site Based Decision Making team, our district Secondary Curriculum council, served on a 7-11 committee, and have advocated for bills around education at the state level within my communities.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

Funding to support local control and funding to do that fairly through LCFF is biggest challenge facing districts at this moment. CSBA has the ability to advocate to work on improvements to fix and address this issue through legislation.

View results

Respondent

82

Anonymous

48:57

Time to complete

1. I have been... *

☐ Appointed

☒ Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *

Kyla Sinegal

3. Full name *

Kyla

4. Region/subregion *

7A



5. Name of District or COE *

San Lorenzo Unified School District

6. Years on board *

9

7. Profession

Human Resources Administrator

8. Contact number *

5109356373

9. Primary email address *

Kyla4slz@gmail.com

10. Are you an incumbent Delegate? *



Yes



No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

I am interested in serving as a CSBA Delegate to advance student-centered governance and policies that close the achievement gap in alignment with CSBA's Call to Action for Governance (CTAG) and CSBA's mission. As an elected governing board member—serving as Board President in 2020, 2022, 2023, and 2025—I bring a strong understanding of effective governance.

I offer over fifteen (15) years of public education experience, including HR roles at the Alameda County Office of Education and as a current HR Consultant for San Francisco Unified School District, along with service as a former Personnel Commissioner, CSEA Chapter President, and current CABSE Board President. I would bring collaborative leadership, labor expertise, and a commitment to equity and local control.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

During my tenure on the San Lorenzo Unified School District Board of Education, I have been actively engaged in district governance and leadership. I have served on several board and district committees, including the Student Board Member Selection Committee, Fiscal Efficiency and Revenue Enhancement Committee, Health and Wellness Council, LGBTIQ Districtwide Support Team, and the African American Family Advisory Council. I have served four terms as Board President, providing leadership focused on collaboration, fiscal responsibility, and student-centered decision-making.

My involvement with CSBA has been consistent and intentional. I attend CSBA's Annual Education Conference and pre-conference workshops each year, which have been instrumental to my growth as a school board member. I was appointed to serve on the CSBA Delegate Assembly on October 31, 2025, further strengthening my engagement in statewide governance, policy development, and advocacy on behalf of local educational agencies.

I also remain committed to continuous professional development through participation in conferences hosted by CSEA, the California School Personnel Commission, the California Association of Black Educators, the California Latino School Boards Association, and the California Association of African American Superintendents and Administrators. In addition to my governance role, I am a parent and a dedicated community member, ensuring my service remains grounded in the needs of students and families.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

One of the greatest challenges currently facing governing boards is declining enrollment and its direct impact on long-term fiscal stability. This challenge requires boards to balance difficult budgetary decisions while remaining focused on their core purpose—ensuring every student receives a comprehensive, high-quality education that prepares them for college, career, and life.

CSBA can help address this challenge by continuing to provide high-quality governance training that strengthens board members' understanding of their roles and responsibilities, particularly in times of fiscal constraint. CSBA's workshops, tools, and resources support boards in making informed, student-centered decisions and navigating complex financial realities. In addition, CSBA's advocacy and legislative efforts are critical to ensuring California prioritizes public education and local educational agencies within the state budget. Through continued leadership development and strong statewide advocacy, CSBA plays a vital role in helping governing boards remain effective, resilient, and focused on equitable outcomes for all students.