BUCKEYE UNION SCHOOL DISTRICT

AGENDA

REGULAR MEETING
OF THE
BOARD OF TRUSTEES

DISTRICT VISION STATEMENT

Working together with families, the community, and a highly qualified staff, the Buckeye Union School District ensures that teach student masters the knowledge and skills needed to maximize his/her academic and personal success in a global society.

Wednesday, May 16, 2018
Room: District Office Board Room
5049 Robert J. Mathews Parkway, El Dorado Hills, CA 95762
(Park and Enter Board Room in back of building)

Closed Session-No Closed Session
Open Session - 7:00 p.m.

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF AGENDA

IV. PUBLIC COMMENTS

V. PRESENTATIONS

1. CAMERADO SPRINGS MIDDLE SCHOOL STUDENT REPRESENTATIVE- Kieran Wicks

2. BLUE OAK ELEMENTARY SCHOOL: Principal Rachelle Ball
   - School Site Presentation- Kindness Week Spotlight "It takes One"
   - Classified Employee of the Year-Gina Meleski
   - Classified Employee of the Year- Linda Hogan

3. CAMERADO SPRINGS MIDDLE SCHOOL: Principal Doug Shupe
   - School Site Presentation- Camerado Jazz Band
   - Classified Employee of the Year- Kristen Forster

4. WILLIAM BROOKS ELEMENTARY SCHOOL: Principal Kevin Cadden
    - School Site Presentation-Signature Practices Around Math Centers
    - Classified Employee of the Year-Don Rohland

VI. REPORTS

1. Budget Report
2. Association Reports
    - BTA
    - CSEA
3. California Montessori Project School Report: Kim Zawilski
4. Rising Sun Montessori Charter School Report: Karl Zierhut
5. Clarksville Charter School Report: Julie Haycock
6. Reports and Requests by Board Members
7. Superintendent Report

VII. CONSENT AGENDA

All matters listed on the Consent Agenda are considered by the Board to be routine and will be enacted by the Board in one motion. There will be no discussion on these items prior to the time the Board votes on the motion unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Agenda. If items are pulled for discussion, a separate vote will occur on the item(s). The Superintendent and staff recommend approval of all Consent Agenda items.

1. Summary of Warrants
2. Minutes of the Regular Meeting April 18, 2018
3. Personnel Update
4. Approval of Overnight Field Trip to Alliance Redwoods, October 16-19, 2018 for Oak Meadow Elementary School.
5. Gifts to Schools- Camerado Springs Middle received $750.00 from SOWHO Organization.
6. Quarterly Report on Williams Uniform Complaints- April 2018
7. Declaration of Surplus Items-Blue Oak Elementary School
8. Agreement Regarding Allocation of School Mitigation Fees
9. Investment Portfolio Report-Quarter Ending March 31,2018
10. Joint Food Service Director Agreement for the 2018-2019 School Year

VIII. ACTION ITEMS

1. Approval of Contact with AMS.NET for the District Wide Phone Replacement Project.

(Brian McCahon, Director of Facilities)

2. Approve Declaration of Need for Fully Qualified Educators for 2018/2019
(Jackie McHaney, Assistant Superintendent)

3. First Reading of the Following California School Board Association (CSBA) recommended Board Policy (BP), Administrative Regulations (AR), Exhibit (E).

(David Roth, Ph.D., Superintendent)

BP 0410 Nondiscrimination in District Programs and Activities
BP 4151/4251/4351 Employee Compensation
AR 4157.1/4257.1/4357.1 Work Related Injuries
AR 5125.3 Challenging Student Records
BP 6142.4 Service Learning/Community Service Classes
BP 6142.94 History-Social Science Instruction
BP 6173/AR 6173/E6173 Education of Homeless Children
E 9323.2 Actions by the Board

IX. **NEXT MEETING**

Park and enter Board Room from the back of the building.

Wednesday, June 13, 2018, 7:00 P.M. District Office Board Room
5049 Robert J. Mathews Parkway, El Dorado Hills, CA 95762

X. ADJOURNMENT

Any writings or documents that are public records and are provided to a majority of the governing board regarding a open session item on this agenda will be made available for public inspection in the District Office located at 1665 Blackstone Parkway, El Dorado Hills, CA 95762 during normal business hours. Individuals who require special accommodation (American Sign Language interpreter, accessible seating, documentation in accessible formats, etc.) should contact the Superintendent at least two days before the meeting date.

Campus: Shingle Springs
Principal: Kim Zawilski
Report Month: May 2018
Date Range of Report: 04/01/18 – 04/30/18

Shingle Springs Campus Update

CLASSROOMS

TEACHER'S NAME	CLASSROOM	GRADE LEVEL	CA CRED.	MONTESSORI CERTIFICATION	CPR CERTS	BUDGETED NUMBERS	CURRENT ENROLLMENT	NUMBER OVER/UNDER BUDGET
Britt Serkanic	Pine	K/1	CTC	3-6	Yes	19	19	0
Molly Kimber	Pine	K/1	CTC	3-6/6-9	Yes	19	19	0
Eileen Perkins	Mimosa	K/1	CTC	3-6/6-9	Yes	17	17	0
Amber Presnall	Mimosa	K/1	CTC	3-6	Yes	16	16	0
Charmaine Scott	Cedar	K/1	CTC	3-6/6-9	Yes	17	17	0
Shari DeVille	Cedar	K/1	CTC	6-9	Yes	16	16	0
Jan Fagan	Aspen	2/3	CTC	6-9	Yes	24	24	0
Shannan Chanda	Wisteria	2/3	CTC	6-9	Yes	24	24	0
Ronda Ritchie	Laurel	2/3	CTC	6-9	Yes	22	22	0
Emily McDaniel	Willow	2/3	CTC	6-9	Yes	22	22	0
Katherine Cox	Olive	2/3	CTC	6-9	Yes	22	24	+1
Gwyne Parker	Cypress	4/5/6	CTC	6-9/9-12	Yes	22	23	+1
Kathy Gerstle	Manzanita	4/5/6	CTC	6-9/9-12	Yes	22	23	+1
Kirsten Sanders	Fig	4/5/6	CTC	6-9/9-12 IP	Yes	22	23	+1
Christina Sherrod	Elm	4/5/6	CTC	6-9/9-12	Yes	22	23	+1
Kelly Barton	Magnolia	4/5/6:	CTC	6-9/9-12	Yes	17	17	0
Kanchana Sriram	Magnolia	4/5/6	CTC	6-9/9-12	Yes	16	16	0
Caleb Peterson	Birch	4/5/6	CTC	6-9/9-12	Yes	17	17	0
Alison Rosen	Birch	4/5/6	CTC	6-9/9-12	Yes	16	16	0
Robert Thomas	Sequoia	7/8	CTC	Secondary (MS)	Yes	20	20	0
Tom Freer	Sequoia	7/8	CTC	6-9 & MS (IP)	Yes	20	20	0
Natasha Raffety	Sequoia	7/8	CTC	Secondary (MS)	Yes	20	20	0
Kim Yeager	Sequoia	7/8	CTC	6-9/9-12 & MS	Yes	20	20	0

ENROLLMENT

BUDGETED ENROLLMENT:	451	ACTUAL ENROLLMENT:	456						
LOTTERY BINDER:	**K**	**1st**	**2nd**	**3rd**	**4th**	**5th**	**6th**	**7th**	**8th**
2017-2018	43	23	9	17	13	15	9	7	1
2018-2019	**39***	**29**	**19**	**13**	**15**	**4**	**14**	**8**	**1**

(* After K Lottery)

ENROLLMENTS & DISENROLLMENTS

STUDENT NUMBER	GRADE LEVEL	REASON	EXIT INTERVIEW?	COPY TO ADMIN.
N/A				

DISCIPLINE

SUSPENSIONS:		EXPULSIONS:	
CURRENT: 0	**YTD:** 5	**CURRENT:** 0	**YTD:** 0

CLUB MONTESSORI

CLUB MONTESSORI STAFF	HOURS	CPR CERTS
Leanne Winslow (M-F)	2:00 - 5:00	Yes
Mikayla Ralph (M-F)	7:00 - 8:30	Yes
Karen Haena (M-F)	7:30 - 8:30	Yes
Whitney Lindsay (M-F)	7:30 - 8:30	Yes
Elana Linker (M-F)	2:00 - 6:00	Yes
Mikayla Ralph (M-F)	3:00 - 6:00	Yes
Whitney Lindsay (M-F)	3:00 – 4:00	Yes

CLUB MONTESSORI ENROLLMENT	
BEFORE SCHOOL:	10
AFTER SCHOOL:	7
BEFORE & AFTER SCHOOL:	20
KINDERGARTEN SUPPLEMENT:	21
INTERSESSIONS:	N/A
EARLY RELEASE DAYS:	61
PUNCH CARDS:	92

STUDENT HEALTH AND SAFETY

TOPIC	GRADE	DATE	AGENCY
Hearing Screening	K, 2, 5 & 8	08/24/17	Contract Nurses
Vision Screening	1, 3 & 6	08/24/17	Contract Nurses
Scoliosis	7(F), 8(M)	08/24/17	Contract Nurses
Drug Education	7, 8	Winter	Health Curriculum
Sexual Health	7, 8	Spring	Health Curriculum

EMERGENCY DRILLS	DATE
Fire/Evacuation	04/26/18
Earthquake	09/22/17
Lockdown/Shelter in Place	04/19/18
Club M – Fire Drill	01/03/18
Club M – Earthquake	08/02/17
Club M – Lockdown/Shelter in Place	12/11/17

SPECIAL EDUCATION

ROLE	NAME	SCHEDULE
Point of Contact:	Kim Zawilski	M-F 7:30-4:30
Resource Specialist:	Dawn Nordquist	M-Th 8:00-4:30
Resource Specialist:	Mona Lisa Coburn	M-Th 8:00-4:30
Resource Aide:	Sara Eldridge	M-F 8:00-1:00
Speech Therapist/Pathologist:	Leigh Anne Borg	M-F 8:00-4:30
Occupational Therapist:	TES Contract	T 8:00-4:00

TOTALS	
IEP:	72
RSP/SAI:	35
Speech:	51
OT:	10
Behavior/MH:	5
ELL:	0

HUMAN RESOURCES

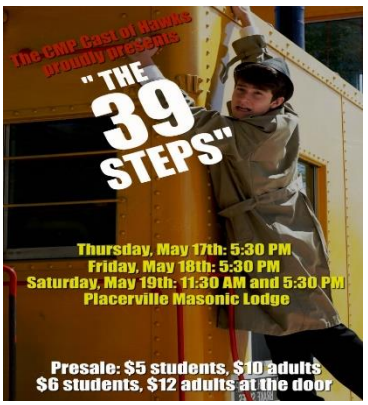
Employment Needs: N/A

FUNDRAISING EFFORTS

Event	Total Raised	Funds Used For:
Believe Kids Sales	$6,600	Field Trip Programs
Harvest Festival	$7,800	Maker's Tables and Shed for Fundraising Committee
See's Candy Fundraiser	$2,280	Classroom Materials
Shakespeare Star Wars	$2,334	VAPA Program
Intel PC Pals	$14,825	Middle School Technology
Enchanted Evening Parent Gala	$30,425	STEM Club, Band Program, Replace 25 Laptops with Chromebooks
ScholarDollars Grant *	$7,813	Stage for VAPA and Band Programs

COMMENTS

The CMP Shingle Springs Campus called on our parent community and our staff members to cast their votes in the recent ScholarDollars Grant program offered by the California Treasury Department. While we gathered thousands of votes, we didn't quite make the number of votes needed to stay in the Top 5 Schools in votes in our category. However, all the good will that was generated by us banding together to vote got the word out that we really wanted a stage for our VAPA and Band Programs. We just received a donation from one of our very generous family members to purchase the stage of our dreams! So, while we didn't "win" the grant moneys, we did "win" thanks to our very generous and committed community! We are eager to use the stage at next week's The 39 Steps play performance (May 17th – 19th) and at our upcoming Summer Band Concert (June 7th). We love our school community!!!



Enrollment Update from Head of School

Rising Sun Montessori School 5/08/18

Teacher's Name	Class Grade Levels	CA Credential	Montessori Certification	CPR/1st Aide/BBP/AED	Budgeted Numbers	Current	Variance
Hana Arbuckle	TK/K Leo	CTC	Early Childhood IP	Yes	20	26	6
Jeff Ritchie	1-3 Andromeda	CTC	Lower Elementary	Yes	24	30	6
Dan Olenchuk	4-6 Pegasus	CTC	Lower Elementary	Yes	24	21	-3
Susan Parker	4-6 Phoenix	CTC	Lower and Upper Elementary	Yes	24	22	-2
Karl Zierhut	7-8 Taurus	CTC	Secondary IP	Yes	22	19	-3
				Totals:	114	118	4

Buckeye Union School District

2017-2018

AGENDA ITEM #

Summary Report of Warrants

Warrant Registers for the period of: April 1, 2018 through April 30, 2018

Register #	Date	Fund	Fund #	Amount	Warrants
8236	2-Apr-2018	General Fund	01	586.31	1
8237	4-Apr-2018	General Fund	01	39,453.78	24
8238	4-Apr-2018	Mello Roos	49	3,283.51	2
8239	4-Apr-2018	General Fund	01	5,584.89	5
8240	4-Apr-2018	State Building Fund	35	20,731.48	6
8241	10-Apr-2018	General Fund	01	74,764.78	42
8242	11-Apr-2018	Cafeteria	13	37,067.70	11
8243	11-Apr-2018	General Fund	01	7,849.31	43
8244	11-Apr-2018	State Building Fund	35	18,767.69	4
8245	11-Apr-2018	General Fund	01	24,837.81	19
8246	13-Apr-2018	General Fund	13	41,784.25	22
8247	13-Apr-2018	State Building Fund	35	71,633.05	6
8248	13-Apr-2018	General Fund	01	30,251.21	5
8249	13-Apr-2018	Mello Roos	49	1,361,304.65	1
8250	16-Apr-2018	General Fund	01	38,233.43	3
8251	18-Apr-2018	General Fund	01	5,532.47	12
8252	18-Apr-2018	State Building Fund	35	280,135.14	3
8253	18-Apr-2018	General Fund	01	21,941.26	11
8254	19-Apr-2018	General Fund	01	1,826.91	3
8255	20-Apr-2018	General Fund	01	20,413.67	13
8256	25-Apr-2018	General Fund	01	27,943.61	3
8257	23-Apr-2018	Cafeteria	13	16,029.77	5
8258	26-Apr-2018	General Fund	01	5,321.94	6
8259	24-Apr-2018	Health and Welfare	01	525,134.30	11
8260	26-Apr-2018	State Building Fund	35	293,898.66	3
8261	26-Apr-2018	Cafeteria	13	1,070.96	4
8262	28-Apr-2018	General Fund	01	33,157.81	38
Total				$ 3,008,540.35	306

BUCKEYE UNION SCHOOL DISTRICT

MINUTES

PUBLIC HEARING/REGULAR MEETING
OF THE
BOARD OF TRUSTEES

DISTRICT VISION STATEMENT

Working together with families, the community, and a highly qualified staff, the Buckeye Union School District ensures that teach student masters the knowledge and skills needed to maximize his/her academic and personal success in a global society.

Wednesday, April 18, 2018
Room: District Office Board Room
5049 Robert J. Mathews Parkway, El Dorado Hills, CA 95762
(Park and Enter Board Room in back of building)

Closed Session- 6:30 p.m.
Open Session - 7:00 p.m.

I. CALL TO ORDER
The meeting was called to order by Kirk Seal at 6:32 p.m., seconded by Gloria Silva.

II. PUBLIC COMMENTS
None

III. ADJOURN TO CLOSED SESSION

1. Conference with District Negotiators Superintendent David Roth, Ph.D., and Assistant Superintendent Jackie McHaney in reference to negotiations with the California Schools Employees' Association. (CSEA)

2. Conference with District Negotiators Superintendent David Roth Ph.D., and Assistant Superintendent Jackie McHaney in reference to negotiations with the Buckeye Teachers' Association. (BTA)

IV. CLOSED SESSION ANNOUNCEMENTS
None

The Board ended Closed Session at 6:50 p.m. with a motion from Kirk Seal, and seconded by Royce Gough.

V. RECONVENE TO OPEN SESSION AND FLAG SALUTE

The Board reconvened to open session at 7:00 p.m. Winston Pingrey led the flag salute.

VI. ROLL CALL

Present: Winston Pingrey
Brenda Hanson-Smith, Ph.D.
Gloria Silva
Royce Gough
Kirk Seal

VII. APPROVAL OF AGENDA

Brenda Hanson-Smith motioned to approve the Agenda, as revised, Gloria Silva seconded the motion. The motion carried 5-0.

VIII. PRESENTATION

1. Rolling Hills Middle School: Principal Debra Bowers

- Classified Employee of the Year – Judy Natoli
  Principal Debbie Bowers introduced Judy Natoli as employee of the year. Judy is retiring at the end of the school year after many years of dedicated service. Judy does many things well, one in particular is our master schedule. She is a master schedule extraordinaire. Judy is excellent with the kids and connects well with those who may have some unique needs. Mrs. Bowers thanked Judy for all she has done and continues to do for our students, staff, community and in particular her. Mrs. Bowers wished Judy a very happy retirement. Dr. Roth presented Judy with a Certificate of Appreciation and also thanked Judy for her high level of professionalism and dedicated service, noting as an example how well she address the intra/inter district transfer process at an impacted school site.

- Certificated Employee of the Year- Sandy Chavez
  Principal Debbie Bowers introduced Sandy Chavez. Ms. Bowers commented that Sandy is the school nurse at Rolling Hills and she was nominated by her peers for the Employee of the Year at Rolling Hills award. Mrs. Bowers stated that Ms. Chavez is an advocate for the health and welfare of all students and staff on site and works hard to make sure students are well taken care of and staff has all the information they need to meet the needs of our students whether in the classroom or on a field trip. Mrs. Bowers thanked Sandy for all she does and is continuing to do for our kids. Dr. Roth presented Sandy with a Certificate of

Appreciation and also thanked Sandy for her dedicated service. Dr. Roth noted that in addition to site duties Sandy performs, she also serves on the District wellness committee and makes herself available as a resource District-wide. Dr. Roth thanked Sandy and expressed his appreciation for all her hard work.

2. Curriculum Update

Director of Curriculum Patty Randolph presented highlights from the I-Day on March 19th. During I-Day the District offered over 25 sessions of professional development in various areas for both Certificated and Classified employees. Presenters on I-Day were a mixed combination of our own employees sharing their expertise as well as outside consultants. A survey was distributed to all staff after I-Day and overwhelming the responses that came back were very positive. The March 19th I-Day was a huge success and Ms. Randolph thanked everyone for their presentations and support in making this happen.

IX. REPORTS

1. Rolling Hills Study Body Present Report

Avery Call from Rolling Hills reported that the Student Body is preparing for their talent show at Rolling Hills. In addition, they are planning a rally and working on tasks to help support students during the upcoming SBAC testing. Ms. Call also reported that students at Rolling Hills welcomed the 5th graders from Oak Meadow, Silva Valley, and Brooks who visited the site for their 6th grade orientation. It was a great experience for all involved.

2. Association Reports

- Buckeye Teacher Association (BTA)

None

- California School Employees Association (CSEA)

None

3. Budget Update: Jackie McHaney
None

4. Enrollment Report: Jackie McHaney
The enrollment has stayed unchanged from the last meeting - 4811.

5. California Montessori Project Charter School Report: Kim Zawilski
Principal Kim Zawilski, reported that students are working on some community projects as they complete the school year. She shared some

ideas that the kids are working on for their projects and overall the activities that are being done as staff and students close out the school year. Ms. Zawilski did request the opportunity to work with the District to set up a joint safety drill with Buckeye USD and Dr. Roth commented that we would be happy to do so and requested that Ms. Schwietert arrange a meeting. Mrs. Zawilski also reported that the JV placed 1st El Dorado county volleyball league.

6. Rising Sun Montessori Charter School Report: Karl Zierhut

Head of School Karl Zierhut reported that they just finished their four night overnight trip to Pigeon Point. Kids were excited, it presented a great learning opportunity and post-trip he received positive comments from staff, students and parents regarding the experience. Looking ahead, Mr. Zierhut noted that the Art fair is coming up and invited the Board and others in attendance to attend. Next he is preparing for SBAC, which is planned to start next week. Mr. Zierhut noted the delay in submission of the enrollment report but gave a verbal report with enrollment being at 120.

6. Clarksville Charter School Report: Julie Haycock

Director Julie Haycock, Clarksville Charter noted that she is pleased to be in attendance and reported current enrollment at 755 students. She is working now to ensure SBAC testing is up and going well and commented on the great job IT is doing in sending out the rolling computer labs to provide the testing equipment and environment needed for homeschool students. Looking forward, she is excited about the growth of the program and resources that have been put into place for these students and is planning for next year. Ms. Haycock also reported that they are implementing a diaper drive for the Sacramento Children's Home and is really excited about this project and being able to contribute to help meet needs.

7. Reports and Requests by Board Members

Royce Gough had an opportunity to go to the Oak Meadow Crab Feed. He was greeted by Buckeye parents/families who were members of their school sites PTA and discovered that District-wide the PTAs were providing mutual aid to ensure the success of all fundraisers. Mr. Gough commented on pleased he was to see this practice.

8. Superintendent's Report: Dr. David Roth

Superintendent Roth welcomed everyone to our new District office, and thanked everyone for coming. He said it is a wonderful space. We have quite a few people who support Buckeye who not to long ago were working in trailers, combined classrooms, and even closets at times. He is pleased that the District has been able to provide these employees with a quality working environment. Employees appear to be very happy in their new home. It is also wonderful to have a training room to utilize for all employees

and a standing board room. David thanked Jackie McHaney and Brian McCahon for a job well done. He reported that Oak Meadow was recently awarded the California Distinguished Award and staff is heading to Anaheim for the Awards Banquet in May. Superintendent Roth said he has been busy going around and meeting with the students regarding LCAP, it is nice to hear the students talking about the teachers and the events going on at the schools. Dr. Roth noted that one thing in particular is they always talk about is their facilities and on how great they look. The schools are getting ready to step into state testing and will be testing in science this year.

X. PUBLIC COMMENTS

Carol Gunter shared with the Board her scientist background and presented concerns to the Board regarding the proposed adoption of the Science Curriculum Amplify. Ms. Gunter noted that she piloted both science programs being looked at by the District and after doing so, she believed that the AMplify program lacked appropriate rigor and hands on learning opportunities. In addition, Ms. Gunter noted that she believed the program was to computer based and expressed a preference for the current textbook model. Ms. Gunter thanked the Board for their time and attention and assured them that if adopted, she would tweak the program, to make it better and to make it work for kids.

XI. CONSENT AGENDA

Royce Gough motioned to approve the consent agenda as presented, and seconded the motion. The motion carried 5-0.

1. Summary Report of Warrants
2. Minutes of the Regular Meeting March 21, 2018
3. Personnel Update
4. Special Education Master Contract with the following Nonpublic Schools/Agencies: Advance Kid
5. Special Education Master Contract with the following Nonpublic Schools/Agencies: It takes the Village
6. Special Education Master Contract with the following Nonpublic Schools/Agencies: Easter Seals
7. Declaration of Surplus Items-District Office
8. Declaration of Surplus Items-Silva Valley Elementary School

XII. PUBLIC HEARING/ACTION ITEM

1. 2017/18, 2018/2019 Negotiation Settlement between the Buckeye Union School District and the California Schools Employees' Association (CSEA) Chapter #683; including Disclosure Statement.

Conduct of Hearing: Open hearing at 7:57 p.m.

(a) Staff report: Ms. McHaney noted that the District has settled with the California School Employees' Association, consistent with the same terms reached with other units for a two (2) year agreement.

(b) Public Testimony- None

(c) Close the Public Hearing- Closed the public hearing:
Kirk Seal motioned to approve the 2017/18 and 2018/2019 Negotiation Settlement between the Buckeye Union School District and the California Schools Employees' Association (CSEA) Chapter #683; including Disclosure Statement.

Ayes: 5
Noes: 0
Absent: 0
Abstain: 0
The motion carried 5-0.

XIII. DISCUSSION/ACTION ITEMS

1. Introduction of Design Team for District Office
Director of Facilities, Brian McCahon introduced Kirk Brainerd and Peter Bertchtovl who were the architects for the District Office. Brian thanked them for their work on the project. Kirk Brainerd thanked Peter in particular who did all the design work and drawings for the project. Brian also thanked George Silva, the project superintendent for Z squared for all their work in building out the District office and completing it on time, which was critical. George Silva stated that it was great project and a good experience with all involved. Mr. Silva noted that he is pleased to be able to undertake this project as a community partner with schools in El Dorado County and also a neighbor in the building complex.

2. Authorization to Enter into Contract with John Hanna Inspection Services, Inc. for the Blue Oak Modernization project.
Director of Facilities Brian McCahon requested the Board authorize him to enter into Contract with John Hanna Inspection Services, Inc. for the Blue Oak Modernization Project.

Brenda Hanson-Smith motioned to authorize Mr. McCahon to enter into Contract with John Hanna Inspection Services, Inc. for the Blue Oak Modernization Project.

Gloria Silva seconded the motion. The motion carried -5-0.

3. Adoption of Amplify Science K-8, by Amplify Science.

Director of Curriculum Patty Randolph shared letters that she received from parents in support of the proposed Science curriculum. She shared that in response to some concerns brought up during the pilot she worked with AMplify to modify the content for 7th and 8th grade for the next two years so the students are not repeating curriculum. Ms. Randolph also shared that with the exception of one staff member, overwhelming the response from the pilot teachers were in support of adopting AMplify. Ms. Randolph is excited to be able to recommend the adoption of this curriculum and the learning opportunities it will provide to our students. She looks forward to working with staff in implementing the curriculum and requested the Board adopt AMplify for Science K-8.

Public Comment: Mindy Sideris shared her experience in piloting the new program and her extensive science background. She is excited at the opportunities she sees presented in using the AMplify curriculum with her students and is looking forward to implementing it next year. Ms. Sideris is in support of the recommendation to adopt AMplify for Science.

Gloria Silva made a motion to approve and Brenda Hanson-Smith seconded the motion. The motion carried 5-0.

4. Adopt Resolution No. 18-13: California Day of the Principal, May 1, 2018.

Kirk Seal motioned to adopt Resolution No. 18-14, designating May 9, 2017, as California's Day of the Teacher and Gloria Silva seconded the motion.

Ayes: 5
Noes: 0
Absent: 0
Abstained: 0
The motion carried: 5-0

5. Adopt Resolution No. 18-14: California Day of the Teacher, May 9, 2018

Kirk Seal motioned to adopt Resolution No. 18-14, designating May 9, 2018, as California's Day of the Teacher and Royce Gough seconded the motion.

Ayes: 5
Noes: 0
Absent: 0
Abstained: 0
The motion passed: 5-0

6. Adopt Resolution No. 18-15: Classified School Employees Week, May 20-26,2018

   Ayes: 5
   Noes: 0
   Absent: 0
   Abstained: 0
   The motion carried: 5-0.

7. Adopt Resolution No. 18-16: Authorizing The Use Of California Multiple Award Schedules (Cmas) Or State Of California Western States Contracting Alliance (Wsca) By Local Governments For The Procurement Of Computer Products And Services.

   Assistant Superintendent Jackie McHaney is asking the Board to Adopt Resolution No. 18-16: Authorizing the Use of California Multiple Award Schedules (Cmas) Or State of California Western States Contracting Alliance (Wsca) By Local Governments for the Procurement of Computer Products and Services.

   Royce Gough motioned to approve Resolution 18-16 Authorizing the Use of California Multiple Award Schedules (Cmas) Or State of California Western States Contracting Alliance (Wsca) By Local Governments for the Procurement of Computer Products and Services. Kirk Seal seconded the motion.

   Ayes: 5
   Noes: 0
   Absent: 0
   Abstained: 0

   The motion carried: 5-0.

8. Approve Memorandum of Understanding by and between the Buckeye Teachers' Association and the Buckeye Union School District for the Time Period July 1, 2015 through June 30, 2017.

   Assistant Superintendent is asking the Board to approve the Memorandum of Understanding By and Between the Buckeye Teachers' Association and the Buckeye Union School District for the Time Period July 1, 2015 through June 30, 2017.

   Brenda Hanson-Smith motioned to approve the Memorandum of Understanding By and Between the Buckeye Teachers' Association and the Buckeye Union School District for the Time Period July 1, 2015 through June 30, 2017. Kirk Seal seconded the motion. The motion carried 5-0.

IX. NEXT MEETING

Wednesday, May 2, 2018, 7:00 P.M.
District Office Board Room
5049 Robert J. Mathews Parkway, El Dorado Hills, CA 95762

X. ADJOURNMENT

Meeting adjourned at 8:58 p.m.

Any writings or documents that are public records and are provided to a majority of the governing board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 1665 Blackstone Parkway, El Dorado Hills, CA 95762 during normal business hours. Individuals who require special accommodation (American Sign Language interpreter, accessible seating, documentation in accessible formats, etc.) should contact the Superintendent at least two days before the meeting date.

BUCKEYE UNION SCHOOL DISTRICT

PERSONNEL UPDATE
May 16, 2018

I. NEW CERTIFICATED/ADMINISTRATIVE STAFF

McKenzie Courtney	-School Psychologist -Effective August 6, 2018
Victoria Ferretti	-Temporary Teacher at Valley View Charter Montessori -Effective August 6, 2018 – June 5, 2019
Emily Holmes	-Temporary Teacher at Buckeye School -Effective August 6, 2018 – June 5, 2019
Jonathan Lee	-Principal at William Brooks Elementary School -Effective July 1, 2018
Jordaine Nelson	-Special Education Teacher at Valley View Charter Montessori -Effective August 6, 2018
Tawny Reinhardt	-Temporary Teacher at Valley View Charter Montessori -Effective August 6, 2018 – June 5, 2019
Santiago Sabado	-Band (Music) Teacher -Effective August 6, 2018
Kelly Schneider	-Temporary Teacher at Valley View Charter Montessori -Effective August 6, 2018 – June 5, 2019
Megan Thurmond	-Math Teacher at Valley View Charter Montessori -Effective August 6, 2018
Katherine Uhrik	-Temporary Teacher at Valley View Charter Montessori -Effective August 6, 2018 – June 5, 2019

II. NEW CLASSIFIED/CLASSIFIED MGMT/CONFIDENTIAL STAFF

Susan McGovern	-Middle School Secretary at 8 hours per day at Rolling Hills Middle School -Effective July 1, 2018

III. TEMPORARY TEACHERS RELEASED / NOW REHIRED

Diane Connolly	-Temporary Teacher on Special Assignment -Effective August 6, 2018 – June 5, 2019
Taylor Ingram	-Temporary Teacher at Buckeye School -Effective August 6, 2018 – June 5, 2019
Anna Knox	-Temporary Teacher at William Brooks School -Effective August 6, 2018 – June 5, 2019

IV. CHANGE OF STATUS

A. Certificated/Administrative

Tara Beasley	-Temporary Teacher at Blue Oak School -Now Second Year Probationary Teacher at Blue Oak School -Effective August 6, 2018
Michael Bird	-Teacher at Blue Oak School -Now Physical Education Teacher at Camerado Springs Middle School -Effective August 6, 2018
Heidi Burns	-Temporary Teacher at Buckeye School -Now Second Year Probationary Teacher at Buckeye School -Effective August 6, 2018
Gracia Estella Castro	-School Psychologist -Now Special Education Program Coordinator -Effective July 1, 2018
Ann Clark	-.50 Teacher at Rolling Hills Middle School -Now .80 Teacher at Rolling Hills Middle School -Effective August 6, 2018
Kristin Clements	-Temporary Special Education Teacher at Oak Meadow School -Now First Year Probationary Special Education Teacher at Oak Meadow School -Effective August 6, 2018
David Del Grande	-Temporary Special Education Teacher at Valley View Charter Montessori -Now First Year Probationary Teacher at Valley View Charter Montessori -Effective August 6, 2018
Cari Elmasian	-Temporary Teacher at Valley View Charter Montessori -Now Second Year Probationary Teacher at Valley View Charter Montessori -Effective August 6, 2018
Jenny Ghio	-Temporary Special Education Teacher at Rolling Hills Middle School -Now First Year Probationary Special Education Teacher at Rolling Hills Middle School -Effective August 6, 2018
Beth Mattson	-Temporary Teacher at Valley View Charter Montessori -Now Second Year Probationary Teacher at Valley View Charter Montessori -Effective August 6, 2018
Patrice O'Leary	-Temporary Teacher at Valley View Charter Montessori -Now Second Year Probationary Teacher at Valley View Charter Montessori -Effective August 6, 2018

Rochelle Valencia	-Temporary Teacher at Buckeye School -Now Second Year Probationary Teacher at Buckeye School -Effective August 6, 2018

B. Classified
None

V. LEAVE OF ABSENCE REQUEST

A. Certificated

Cynthia Button	-Requesting Unpaid Parental Leave of Absence effective August 27th and after exhaustion of all paid leaves through June 5, 2019.

B. Classified
None

VI. RESIGNATION

A. Certificated/Administrative

Cory Cunningham	-Band (Music) Teacher -Effective June 2, 2018

B. Classified

Regina Liddle	-Teacher Associate (OH) at Buckeye Elementary School -April 30, 2018
Elisabeth Spencer	-Playground Monitor at Rolling Hills Middle School -Effective April 27, 2018

VII. RETIREMENT

A. Administrative/Certificated

Mary Perkins	-Physical Education Teacher at Camerado Springs Middle School -Effective June 12, 2018
Marti Russ	-Teacher Currently on Leave of Absence for 2017-18 -Effective June 30, 2018

B. Classified Mgmt/Classified/Confidential

Tina Brown	-Director of Transportation -Effective June 30, 2018

Application for Board Approval
of
Overnight or Out-of-State Field Trip
(per Board Policy 6153)

Date form submitted:	**April 12, 2018**
School site:	**Oak Meadow Elementary**
Class(es) participating:	**Fifth Grade- Cindi Prahl, Audrey Gomez, Nancy Savage, Josh Hopps and Mary Ann Brennan**
Trip destination:	**Alliance Redwoods**
Dates of trip:	**Tuesday, October 16 to Friday, October 19, 2018**
Education standards supported by this trip:	**This trip supports several science standards, such as: ecosystems, water cycle, weather, astronomy, marine animal life, and geology. In addition, the trip supports social studies standards: team building, community building, and appreciating diversity.**
Fiscal plan/impact:	**This trip is funded primarily by parent donations and school fund-raising.**
Number of students attending:	**120**
Number of chaperones:	**18**
Request submitted by:	**Cindi Prahl** **5th Grade Teacher** **Oak Meadow School**

RECEIVED 4-30-18

Surplus Form

Date:4/25/18 Site: _Blue oak_ Your Name: Mike_

Room #	Description	Tag No.	Serial #	Reason For Surplus
M P	Piano	5377		Old Outdated
Shed	Scanner	7308	436955	Old Outdated
Shed	typewriter	9001	11-0060951	Old Outdated
Shed	Typewriter	9549	11-0172328	Old Outdated
Shed	Computer	5188	992109	Old Outdated
Shed	Computer	5191	992129	Old Outdated
Shed	Teacher Taxi	9916		Old Outdated
Shed	Security Recorder	5374	1t0707008	Broken
Shed	Computer	5370		Old Outdated
Shed	Computer	5525		Old Outdated
Shed	Computer		4B481J1	Old Outdated
Shed	Computer	5179	992149	Old Outdated
Shed	Computer	5181	992145	Old Outdated
Shed	Computer	5182	992161	Old Outdated
Shed	Computer	5187	992133	Old Outdated
Shed	Computer	5368	INSNVC1	Old Outdated
Shed	Computer	9789	HIXXL	Old Outdated
Shed	Computer	9790	HIXXC	Old Outdated
Shed	Computer	9886		Old Outdated
Shed	Computer	8505		Old Outdated
Shed	Computer	8563	P295000158	Old Outdated
Shed	Computer	9329	1e3tg	Old Outdated
Shed	Computer	5526		Old Outdated

Administrator's Signature Of Approval: _____ Date: 4/26/18

Computer Technician's Initials: MN

RECEIVED
4-30-18

Surplus Form

Date:4/25/18_ Site: Blue Oak_ Your Name: Mike_

Room #	Description	Tag No.	Serial #	Reason For Surplus
Shed	Computer	5603		Old Outdated
Shed	Computer	5544	F8g17l1	Old Outdated
Shed	Computer	5545	B9g17l1	Old Outdated
Shed	Computer	5546	J9g174	Old Outdated
Shed	Computer	5549	Fbg17l1	Old Outdated
Shed	Computer	5554	1b481j1	Old Outdated
Shed	Computer	5556	6b481j1	Old Outdated
Shed	Computer	5561	5b481j1	Old Outdated
Shed	Computer	9987	1525b31	Old Outdated
Shed	Computer	9988	6525b31	Old Outdated

Administrator's Signature Of Approval: _____ Date: 4/26/18

Computer Technician's Initials: MN

Camerado Springs Middle School

2480 Merrychase Drive • Cameron Park • CA 95682
(530) 677-1658 • (916) 933-0584 • Fax (530) 677-9537
David Roth, Ph.D., Superintendent - Buckeye Union School District
Doug Shupe, Principal • Levi Cambridge, Assistant Principal
http://buckeyeusd.org

April 12, 2018

The Society of Woodheads Only
PO Box 190
Somerset, CA 95684-0190

To the entire SOWHO Organization:

On behalf of the students here at Camerado Springs Middle School participating in our Exploratory woodworking program, I want to thank you so much for the extremely generous donation of $750.00. As you know, this money is a pretty significant donation towards keeping our program ongoing. It's an honor to have you keep us as a recipient of your fundraising endeavors.

Camerado Springs is very proud of its woodshop. Mr. Cochran's Advanced Woodworking class students have produced high-end woodshop projects, including electric guitars. They are something to see! All projects, big or small, are impressive and, again, we thank you for your contribution.

Sincerely,

Doug Shupe
Principal

DS:lb

RECEIPT OF DONATION

Camerado Springs Middle School
2480 Merrychase Drive
Cameron Park, California 95682

Name of Donor: Society of Woodhead Orly

Street Address: PO Box 190

City, State & Zip: Somerset, CA 95684-0190

Telephone: unk

Description of the Donation: (if cash or check, show the exact amount, if other than cash or check, include a detailed description of each item, including serial number)

Check # 1060, dated 4/10/18 in the amount of $750.00, on El Dorado Savings Bank.

Donor's estimate of value: NA

Purpose of the donation – if the donation is for a club or organization, indicate the name of the club or organization. Retain this form as a record of the donation.

Donation is specifically for the Camerado Springs Exploratory/woodshop program.

If the donation is for the district, either for the use of the school or for another district program, forward the cash, check or other item to the district business office with this form. Explain below whether the donation is for the school site or a specific district program.

Specifically a donation for Camerado Springs' woodshop program

Received at: Camerado Springs MS

Received by (principal or other administrator): Doug Shupe

Signature: Doug Shupe Date: 4/12/18

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

To: Dr. Ed Manansala, Superintendent of Schools

District: Buckeye Union School District

Person completing this form: Coleen Schwiekert Title: Superintendent Secretary

Quarterly Report Submission Date: (*check one*)

- ☒ April 2018
- ☐ July 2018
- ☐ October 2018
- ☐ January 2019

Date for information to be reported publicly at governing board meeting:

_____

Please check the box that applies:

☑ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
TOTALS			

_____

Signature of District Superintendent

5-2-18

Date

AGREEMENT
REGARDING ALLOCATION OF
SCHOOL MITIGATION FEES

THIS AGREEMENT is made and entered into by and between El Dorado Union High School District (hereinafter "High School District"), and the Buckeye Union School District, ("Buckeye"), and for reference purposes is dated as of July 1, 2018.

RECITALS:

A. High School District and Buckeye have common territorial jurisdiction.

B. The High School District and Buckeye hereby wish to enter into an agreement pertaining to the distribution and allocation of school mitigation fees, including fees collected under Government Code Section 65995 et seq. (Level I Fees), fees collected under Government Code Section 65995.5 (Level II Fees), fees collected under Government Code 65995.7 (Level III Fees) and other possible fee agreements with developers.

C. Buckeye and the High School District have entered into previous agreements regarding the allocation of Level I, Level II, Level III Fees and it is appropriate for the Parties to renew the understanding and agreement regarding the allocation of such school mitigation fees.

D. The allocation of school mitigation fees detailed herein is considered by the respective School Districts to be in the best interests of the elementary and secondary educational community in light of all relevant considerations, and is not based on a particular formula.

Agreement

NOW, THEREFORE, the Parties agree as follows:

1. The Level I Fees collected within the boundaries of Buckeye pursuant to Government Code Section 65995, including those increases caused by periodic inflationary increases, shall be allocated as follows: thirty-nine percent (39%) of the Level I Fees collected within the Buckeye Union School District boundary shall be allocated to the High School District and sixty-one percent (61%) of the Level I Fees shall be allocated to Buckeye. Pursuant to Government Code Section 65995.5(d), if one of the Districts herein ceases to collect a Level I Fee and elects instead to collect a Level II Fee or a Level III Fee, the other District may not increase their percentage share of the Level I fee. Instead, such other District

shall continue to collect its same percentage share provided herein of the Level I Fee.

2. In the event either Buckeye or the High School District levy and collect Level II Fees pursuant to Government Code Section 65995.5, each such District shall be entitled to 100% of the Level II fees levied and collected by the District within its boundaries. Level II fees shall not be allocated or shared between the Districts. Each District reserves the right on a project by project basis to determine whether to collect Level I or Level II fees for such project.

3. In the event that either Buckeye or the High School District levy and collect Level III Fees pursuant to Government Code Section 65995.7, each such District shall be entitled to 100% of the Level III fees levied and collected by the District within its boundaries. Level III Fees shall not be allocated or shared between the Districts.

4. Additional school mitigation fees imposed through the land development process either through negotiated agreements with developers or through project conditions imposed by the County of El Dorado and collected within the boundaries of Buckeye, including those increases due to periodic inflationary increases, shall be allocated as follows: thirty-nine percent (39%) of the fee collected within Buckeye shall be allocated to High School District and sixty-one percent (61%) of such fees shall be allocated to Buckeye. In the event a School Fee Mitigation Agreement between Buckeye and the High School District provides for a different allocation between the Parties for a particular development project, the specific allocation agreed upon in the School Fee Mitigation Agreement shall prevail over the allocation herein provided.

5. In the event that either District ceases to be eligible to collect or does not collect its portion of a Level I Fee or a special fee, then the District that can justify the collection of such fees shall be entitled to collect that portion of the Level I Fee or special fee that the other District is unable to justify or does not collect. Thus, a District that is collecting a Level II fee may elect instead to collect a Level I fee on a particular project if the other District will not collect its share of the Level I fee on such project. In no event shall a District collect both a Level I and a Level II fee on the same project.

6. This Agreement shall become effective upon approval by the Parties hereto. The term of this Agreement shall be from July 1, 2018 to June 30, 2021. Superintendents representing each of the Parties to this Agreement are encouraged to meet at least six (6) months prior to the expiration date of June 30, 2021, to discuss amending or extending the terms of this Agreement. Nothing herein shall invalidate, supersede, amend or modify prior agreements,

understanding, or obligations between the Parties regarding the levy, collection and distribution of school mitigation fees under such prior agreements, understandings, or obligations. In the event the parties have not entered into a new agreement regarding the allocation of school mitigation fees by June 30, 2018, this agreement shall continue in full force and effect until a new agreement is entered into by the parties, unless one of the parties provides a notice in writing to the other party objecting to the continuation of the agreement.

7. Miscellaneous Provisions.

7.1 Notice. All notices, approvals, consents or other documents required or permitted under this Agreement shall be in writing and, except as otherwise provided herein, shall be effective upon personal delivery or five (5) days after being sent by registered or certified mail, postage fully prepaid addressed as follows:

Stephen Wehr, Superintendent
El Dorado Union High School District
4675 Missouri Flat Road
Placerville, CA 95667

David Roth Ph.D., Superintendent
Buckeye Union School District
P.O. Box 4768
1665 Blackstone Parkway
El Dorado Hills CA 95762

Or to such other address as either party shall, from time to time, specify in the manner provided herein.

7.2. Warranty of Authority. The Parties signing this agreement warrant to the other that the persons executing this Agreement on behalf of the respective Parties have been duly authorized to sign this Agreement and perform its terms.

7.3. Entire Agreement. This agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and no addition to or modification of any term or provision shall be effective unless set forth in writing, signed by all parties hereto.

7.4. Severability. If any phrase, sentence, clause or provision of this agreement is held invalid, the balance of the agreement shall not be

affected and the agreement shall be construed to the fullest extent of the law to effectuate the terms of this agreement.

7.5 California Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7.6 Waivers. No waiver by any Party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either Party of the same or any other provision.

7.7 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, this Agreement was executed on the date first above written.

EL DORADO UNION HIGH SCHOOL DISTRICT

DATED: _____ _____
STEPHEN WEHR, Superintendent

Approved by the Governing Board on _____, 2018.

Buckeye Union School District

DATED: _____ _____
David Roth Ph.D, Superintendent

Approved by the Governing Board on _____, 2018.

EL DORADO COUNTY

Treasurer and Tax Collector
C. L. Raffety, C.P.A
360 Fair Lane, Placerville, Calif. 95667
(530) 621-5800

Date: April 30, 2018

To: C. L. Raffety, Treasurer-Tax Collector

From: Todd Hall, Treasury Quantitative Specialist

RE: Investment Portfolio Report - quarter ending March 31, 2018

The El Dorado County Pooled Investment Portfolio Report for the quarter ending March 31, 2018 is attached for your review.

Average remaining life to maturity is 173 days. The effective rate of return is 1.40%. Market values for securities held in third-party custody are provided by the safekeeper. Certificates of Deposit and funds in State of California Local Agency Investment Fund are marked at face value.

I certify that this report accurately reflects all the County investments, and is in conformance with the adopted County Investment Policy. Furthermore, I certify to the best of my knowledge, sufficient investment liquidity to meet the pool's expenditure requirements for the next six months and anticipated revenues are available to meet the County's budgeted expenditures.

#6

EL DORADO COUNTY TREASURY
COUNTY INVESTMENT POOL - SUMMARY
March 31, 2018

Investments	Book Value	Percent of Portfolio	Average Term	Avg Days to Maturity	YTM 360 Equiv.
State of CA Local Agency Invest Fund	57,100,000.00	11.17	1	1	1.393
Treasury Securities - Coupon	385,899,608.98	75.48	360	198	1.516
Certificates of Deposit - Bank	50,441,134.00	9.87	1,276	242	1.220
Money Market Account	17,833,700.00	3.49	1	1	1.179
Total Investments and Averages	**511,274,442.98**	**100.00%**	**398**	**173**	**1.461**

	Month End
Effective Rate of Return	**1.40%**

BY: TODD HALL, TQS
FOR: C. L. RAFFETY, TREASURER/TAX COLLECTOR

JOINT FOOD SERVICE DIRECTOR AGREEMENT
FOR THE 2018-2019 SCHOOL YEAR
BY AND BETWEEN
RESCUE UNION SCHOOL DISTRICT
AND
BUCKEYE UNION SCHOOL DISTRICT

This Agreement is made and entered into on this 8th day of May, 2018 by and between the RESCUE UNION SCHOOL DISTRICT of El Dorado County, (hereinafter referred to as "Rescue") and the BUCKEYE UNION SCHOOL DISTRICT of El Dorado County, (hereinafter referred to as "Buckeye"), regarding the maintenance of a joint food service director delivery model for each school district's food service program.

RECITALS

WHEREAS, Rescue and Buckeye mutually desire to provide food service for pupils in their districts in the most effective and economical way possible;

WHEREAS, both Rescue and Buckeye have thoroughly investigated the joint service of a food service director, and have found that such a joint service provision to be the most cost effective and efficient method by which to provide supervision of their respective food service programs; and

WHEREAS, California Education Code Section 35160 provides authority by which districts may jointly provide for food service; and

NOW, THEREFORE, IN CONSIDERATION OF THE ACTS AND PROMISES CONTAINED HEREIN, the parties agree as follows:

AGREEMENT

1. SERVICES:

Either party may avail itself of the Food Services Director services of the Rescue Food Services Department in accordance with the terms set out herein.

Buckeye will receive the following services from the Joint Food Services Director, such duties to include but not be limited to:

- Schedules, allots time, and assigns food services personnel for all food services operations with the school district.

- Instructs, supervises, and evaluates food service personnel.

--J Consults with management about facility design, needed equipment and food service operations.

-.J Maintains accurate records and reviews all state reports.

2. MANAGEMENT:

The parties shall meet to discuss issues and operating procedures through which food service supervision and evaluation of joint services will be provided.

3. MUTUAL AID:

Parties agree to provide mutual aid to each other upon request. Such mutual aid shall include, but not necessarily be limited to substitute food service employees.

4. PAYMENT:

Buckeye will reimburse Rescue for Food Service Director services in an amount equal to 50% of the cost of the Food Services Director annual salary, mileage stipend and benefits.

Rescue shall be responsible for maintaining employee records; i.e., health benefits, sick leave, vacation and compensatory time.

5. TIME OF PAYMENT:

Buckeye shall pay Rescue on a quarterly basis within 30 days of billing.

6. LIABILITY:

Parties agree to mutually indemnify each other for any liability which arises out of or is related to any claim for damages arising out of or related to the services provided by the Food Services Director. It is agreed and understood that such indemnification shall include the cost of defense of any litigation or other legal action that may result.

7. TERM/RENEWAL OF CONTRACT:

This agreement shall be for a period of one year beginning July 1, 2018, and ending June 30, 2019. It may be renewed for additional terms of one year by the following procedure:

a. On or before February 15th of each year, Rescue shall notify Buckeye if it wishes to continue this agreement, and of any modifications it desires in terms or conditions.

b. Within 60 days after receipt of notification from Rescue, Buckeye shall respond, either accepting the continuation of the agreement with its modifications, rejecting the continuation of the agreement, or counter offering a continuation with new modifications.

c. If Buckeye accepts the continuation, but makes new modifications, the parties shall have 30 days in which to reach a final agreement.

RESCUE UNION SCHOOL DISTRICT

_____

Cheryl Olson, Superintendent

Dated:_____

BUCKEYE UNION SCHOOL DISTRICT

_____

Dr. David Roth, Superintendent

Dated:_____

BUCKEYE UNION SCHOOL DISTRICT

AGENDA ITEM #: XIII.1.

ACTION: Approval of Contract with AMS.NET for the District Wide Phone Replacement Project.

SITUATION:
Buckeye Union School District has been utilizing their current phone system district wide for approximately ten years. Our current phones have reached the end of their usable life, and replacement phones are no longer available for purchase. Utilizing the California Multiple Award Schedules (CMAS), BUSD was able to source a replacement phone system without the need for the competitive bidding process. CMAS offers a variety of technology products and services at prices which have been assessed to be fair, reasonable and competitive. The new phone system will utilize Cisco hardware.

PLAN:
To have the Board accept the proposal from AMS.NET to provide all necessary hardware, licensing, warranties, installation and support services for the district wide phone replacement project.

FISCAL IMPACT:
Estimated at $350,063.08. Funding will come from Measure K.

SUPERINTENDENT'S RECOMMENDATION:
The Superintendent recommends that the Board accept the proposal from AMS.NET to provide all necessary hardware, licensing, warranties, installation, and support services for the districtwide phone replacement project.

AMS.NET

Technology Solution Provider

Technology Solution Proposal















Celebrating More Than 25 Years

AMS.NET, Inc.
502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

Executive Summary

Introduction

The AMS.NET team is pleased to have the opportunity to present the following proposal to Buckeye Union School District. Our proposal details the products, technologies, and services offered by our organization. The solutions proposed are based on our discussions with Buckeye Union School District and our extensive experience delivering business outcomes to similar organizations for more than 25 years. Our industry expertise, technology vision and people enable us to deliver a unique customer experience and successful implementation.

AMS.NET, Inc. is able to provide a full line of products, services and support for the following technologies:

- Collaboration/Video
- Paging/Messaging
- Wireless/Mobility
- Network Infrastructure/Storage
- Data Center/Virtualization
- Network Security/Content Security/Cyber Threat
- Physical Security/Video Surveillance
- Structured Wiring
- Maintenance/Managed Services

Please refer to our customer price quote that is included in this proposal for specific manufacturers, parts, pricing and professional services proposed as a part of this solution.

Thank you for the opportunity to be of service.

Best Regards,

Jared Bayless

AMS.NET

AMS.NET, Inc.
502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

Project Cost Summary – Buckeye Union School District

Project Information

Buckeye Union School District - Multiple Sites - VoIP Project 86647
Project # 86647
April 27, 2018

Account Manager

Jared Bayless
jbayless@ams.net
(925) 245-6186

AMS Quote #	Description	Subtotal	Taxes	Total
Q-00026387	Multi Sites-VoIP(7841 Phones) & 5 Yr Support- 86647	$342,582.18	$7,480.90	$350,063.08

Project Summary

Project Total	$342,582.18
Estimated Total Taxes	$7,480.90
Grand Total	**$350,063.08**

Vendor: AMS.NET
Address: 502 Commerce Way, Livermore, CA 94551
Phone: 925-245-6100
SPIN: 143005880

AMS.NET, Inc.
502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

Customer Quotations

Customer

Buckeye Union School District
1665 Blackstone Pkwy El Dorado Hills, CA 95762-9570
ATTN:

Project Name	Buckeye Union School District - Multiple Sites - VoIP Project 86647
Project #	86647
Account Mgr.	Jared Bayless
AM Phone	(925) 245-6186
AM Email	jbayless@ams.net
Inside Account Mgr.	Teri Edwards
IAM Phone	(925) 245-6149
IAM Email	tedwards@ams.net

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00026387, Multi Sites-VoIP(7841 Phones) & 5 Yr Support- 86647					
1	**BE6M-M4-K9=** Cisco Business Edition 6000M Svr (M4), Export Restricted SW	Cisco Systems Inc.	2.00	$3,478.00	$6,956.00
2	**CON-SNT-BE6M4M4K** SMARTNET 8X5XNBD Cisco Business Edition 6000M Svr (60 Months)	Cisco Systems Inc.	2.00	$1,023.75	$2,047.50
3	**CAB-9K12A-NA** Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	Cisco Systems Inc.	2.00	$0.00	$0.00
4	**R-CBE6K-K9** Cisco Business Edition 6000-Electronic SW Delivery-Top Level	Cisco Systems Inc.	1.00	$0.00	$0.00
5	**CON-ECMU-RCBE6KK** SWSS UPGRADES Cisco Business Editi	Cisco Systems Inc.	1.00	$0.00	$0.00
6	**CON-ECMU-BE1U1XCU** SWSS UPGRADES BE6000 v11 UCL Starter licenses (60 Months)	Cisco Systems Inc.	1.00	$812.50	$812.50
7	**UCM-11X-ESS-UCL** BE6K UCM 11X Essential User Connect Lic-Single Fulfillment	Cisco Systems Inc.	32.00	$0.00	$0.00
8	**CON-ECMU-UCMESSUC** SWSS UPGRADES BE6K UCM 10X Essenti (60 Months)	Cisco Systems Inc.	32.00	$16.25	$520.00
9	**BE-11X-UCL-STR** BE6000 v11 UCL Starter licenses	Cisco Systems Inc.	1.00	$0.00	$0.00
10	**UCM-11X-ENH-UCL** BE6K UCM 11X Enhanced User Connect Lic - Single Fulfillment	Cisco Systems Inc.	491.00	$0.00	$0.00

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925-245-6100 • 925-245-6150 Fax
www.ams.net

11	**CON-ECMU-UCMENHUC** SWSS UPGRADES BE6K UCM 10X Enhance (60 Months)	Cisco Systems Inc.	491.00	$78.00	$38,298.00
12	**UCN-11X-VM-UCL** BE6000 Unity Connection 11x Basic Voicemail License	Cisco Systems Inc.	518.00	$0.00	$0.00
13	**CON-ECMU-UCN10XVM** SWSS UPGRADES BE6K - Unity Connect (60 Months)	Cisco Systems Inc.	518.00	$29.25	$15,151.50
14	**BE6K-SW-11.5** Business Edition 6000 v11.5 export restricted software	Cisco Systems Inc.	1.00	$0.00	$0.00
15	**BE6K-START-UCL35** BE 6000 - UCL Starter Bundle with 35 Enh and 35 VM Licenses	Cisco Systems Inc.	1.00	$185.00	$185.00
16	**BE6K-UCL-ESS** Cisco Business Edition 6000 - Essential User Connect License	Cisco Systems Inc.	32.00	$14.80	$473.60
17	**BE6K-UCL-BAS** Cisco Business Edition 6000 - Basic User Connect License	Cisco Systems Inc.	418.00	$46.25	$19,332.50
18	**BE6K-UCL-ENH** Cisco Business Edition 6000 - Ehanced User Connect License	Cisco Systems Inc.	73.00	$77.70	$5,672.10
19	**BE6K-UCL-VM** Cisco Business Edition 6000 -Voicemail/Unified Messaging Lic	Cisco Systems Inc.	518.00	$27.75	$14,374.50
20	**ISR4331-V/K9** Cisco ISR 4331 UC Bundle, PVDM4-32, UC License, CUBEE10	Cisco Systems Inc.	1.00	$1,850.00	$1,850.00
21	**CON-SNT-ISR4331V** SNTC-8X5XNBD Cisco ISR 4331 UC Bundle, PVDM4-32, UC L (60 Months)	Cisco Systems Inc.	1.00	$1,998.75	$1,998.75
22	**CAB-AC** AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	Cisco Systems Inc.	1.00	$0.00	$0.00
23	**FL-SRST** Cisco Survivable Remote Site Telephony License	Cisco Systems Inc.	1.00	$0.00	$0.00
24	**FL-CME-SRST-5** Communication Manager Express or SRST - 5 seat license	Cisco Systems Inc.	3.00	$62.90	$188.70
25	**FL-CME-SRST-25** Communication Manager Express or SRST - 25 seat license	Cisco Systems Inc.	2.00	$240.50	$481.00
26	**NIM-2FXS/4FXOP** 2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module	Cisco Systems Inc.	1.00	$518.00	$518.00
27	**ISR4321-V/K9** Cisco ISR 4321 Bundle, w/UC License, CUBE-10	Cisco Systems Inc.	1.00	$1,145.15	$1,145.15
28	**CON-SNT-ISR4321V** SNTC-8X5XNBD Cisco ISR 4321 UC Bundle, PVDM4-32, UC L (60 Months)	Cisco Systems Inc.	1.00	$1,998.75	$1,998.75
29	**CAB-AC-C5** AC Power Cord, Type C5, US, Canada	Cisco Systems Inc.	1.00	$0.00	$0.00

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30	**NIM-4FXO** 4 port Network Interface Module - FXO (Universal)	Cisco Systems Inc.	1.00	$370.00	$370.00
31	**FL-SRST** Cisco Survivable Remote Site Telephony License	Cisco Systems Inc.	1.00	$0.00	$0.00
32	**FL-CME-SRST-25** Communication Manager Express or SRST - 25 seat license	Cisco Systems Inc.	1.00	$240.50	$240.50
33	**NIM-2FXSP** 2-Port Network Interface Module - FXS, FXS-E and DID	Cisco Systems Inc.	1.00	$185.00	$185.00
34	**ISR4331-V/K9** Cisco ISR 4331 UC Bundle, PVDM4-32, UC License, CUBEE10	Cisco Systems Inc.	3.00	$1,850.00	$5,550.00
35	**CON-SNT-ISR4331V** SNTC-8X5XNBD Cisco ISR 4331 UC Bundle, PVDM4-32, UC L (60 Months)	Cisco Systems Inc.	3.00	$1,998.75	$5,996.25
36	**CAB-AC** AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	Cisco Systems Inc.	3.00	$0.00	$0.00
37	**NIM-2FXS/4FXOP** 2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module	Cisco Systems Inc.	3.00	$518.00	$1,554.00
38	**FL-SRST** Cisco Survivable Remote Site Telephony License	Cisco Systems Inc.	3.00	$0.00	$0.00
39	**FL-CME-SRST-5** Communication Manager Express or SRST - 5 seat license	Cisco Systems Inc.	3.00	$62.90	$188.70
40	**FL-CME-SRST-25** Communication Manager Express or SRST - 25 seat license	Cisco Systems Inc.	6.00	$240.50	$1,443.00
41	**ISR4331-V/K9** Cisco ISR 4331 UC Bundle, PVDM4-32, UC License, CUBEE10	Cisco Systems Inc.	1.00	$1,850.00	$1,850.00
42	**CON-SNT-ISR4331V** SNTC-8X5XNBD Cisco ISR 4331 UC Bundle, PVDM4-32, UC L (60 Months)	Cisco Systems Inc.	1.00	$1,998.75	$1,998.75
43	**CAB-AC** AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	Cisco Systems Inc.	1.00	$0.00	$0.00
44	**NIM-2FXS/4FXOP** 2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module	Cisco Systems Inc.	1.00	$518.00	$518.00
45	**FL-SRST** Cisco Survivable Remote Site Telephony License	Cisco Systems Inc.	1.00	$0.00	$0.00
46	**FL-CME-SRST-25** Communication Manager Express or SRST - 25 seat license	Cisco Systems Inc.	3.00	$240.50	$721.50
47	**ISR4331-V/K9** Cisco ISR 4331 UC Bundle, PVDM4-32, UC License, CUBEE10	Cisco Systems Inc.	1.00	$1,850.00	$1,850.00
48	**CON-SNT-ISR4331V** SNTC-8X5XNBD Cisco ISR 4331 UC Bundle, PVDM4-32, UC L (60 Months)	Cisco Systems Inc.	1.00	$1,998.75	$1,998.75

49	**CAB-AC** AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	Cisco Systems Inc.	1.00	$0.00	$0.00
50	**NIM-2FXS/4FXOP** 2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module	Cisco Systems Inc.	1.00	$518.00	$518.00
51	**FL-CUBEE-5** Unified Border Element Enterprise License - 5 sessions	Cisco Systems Inc.	3.00	$277.50	$832.50
52	**FL-CUBEE-25** Unified Border Element Enterprise License - 25 sessions	Cisco Systems Inc.	1.00	$1,108.15	$1,108.15
53	**ISR4331-V/K9** Cisco ISR 4331 UC Bundle, PVDM4-32, UC License, CUBEE10	Cisco Systems Inc.	1.00	$1,850.00	$1,850.00
54	**CON-SNT-ISR4331V** SNTC-8X5XNBD Cisco ISR 4331 UC Bundle, PVDM4-32, UC L (60 Months)	Cisco Systems Inc.	1.00	$1,998.75	$1,998.75
55	**CAB-AC** AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	Cisco Systems Inc.	1.00	$0.00	$0.00
56	**NIM-2FXS/4FXOP** 2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module	Cisco Systems Inc.	1.00	$518.00	$518.00
57	**FL-SRST** Cisco Survivable Remote Site Telephony License	Cisco Systems Inc.	1.00	$0.00	$0.00
58	**FL-CME-SRST-25** Communication Manager Express or SRST - 25 seat license	Cisco Systems Inc.	3.00	$240.50	$721.50
59	**ISR4331-V/K9** Cisco ISR 4331 UC Bundle, PVDM4-32, UC License, CUBEE10	Cisco Systems Inc.	1.00	$1,850.00	$1,850.00
60	**CON-SNT-ISR4331V** SNTC-8X5XNBD Cisco ISR 4331 UC Bundle, PVDM4-32, UC L (60 Months)	Cisco Systems Inc.	1.00	$1,998.75	$1,998.75
61	**CAB-AC** AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	Cisco Systems Inc.	1.00	$0.00	$0.00
62	**NIM-2FXS/4FXOP** 2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module	Cisco Systems Inc.	1.00	$518.00	$518.00
63	**FL-SRST** Cisco Survivable Remote Site Telephony License	Cisco Systems Inc.	1.00	$0.00	$0.00
64	**FL-CME-SRST-100** Cisco Communication Manager or SRST- 100 seat license	Cisco Systems Inc.	1.00	$851.00	$851.00
65	**CP-8811-K9=** Cisco IP Phone 8811 Series	Cisco Systems Inc.	103.00	$164.65	$16,958.95
66	**CP-7841-K9=** Cisco UC Phone 7841	Cisco Systems Inc.	418.00	$135.05	$56,450.90
67	**CP-7832-K9=** Cisco 7832 IP Conference Station	Cisco Systems Inc.	5.00	$368.15	$1,840.75

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68	**CP-7800-WMK=** Spare Wallmount Kit for Cisco UC Phone 7800 Series	Cisco Systems Inc.	10.00	$27.75	$277.50
69	**CP-8800-WMK=** Wall Mount Kit for Cisco IP Phone 8800 Series	Cisco Systems Inc.	2.00	$27.75	$55.50
70	**R-CLOUDLINK-SP** Solutions Plus Cloud Link -Top Level	ESNA	1.00	$0.00	$0.00
71	**ESNA-CLOUDLINK5-SP** 5 YEAR SOFTWARE LICENSE TO INTEGRATE CISCO COLLAB W/3RD PART	Cisco Systems Inc.	50.00	$36.63	$1,831.50
72	**SP-PRODUCTS-TERMS** Buyer Acceptance of SolutionsPlus Terms and Conditions	Cisco Systems Inc.	1.00	$0.00	$0.00
73	**SP-INFMCST-1-250=** 1YR InformaCast Advance Subscription 250 Endpoints	Cisco Systems Inc.	6.00	$1,835.20	$11,011.20
74	**SP-INFMCST-3-250=** 3YR InformaCast Advance Subscription 250 Endpoints	Singlewire	3.00	$4,844.41	$14,533.23
75	**L-SP-PRODUCT-TERMS** Buyer Acceptance of SolutionsPlus Terms and Conditions	Cisco Systems Inc.	1.00	$0.00	$0.00
76	**AMS-MS-FLEX-PRE-20** $4,600 Block of Premium Flex Support Hours - 20 Hours (Install and Configuration of Servers)	AMS.NET	3.00	$4,600.00	$13,800.00
77	**AMS-MS-FLEX-PRE-20** $4,600 Block of Premium Flex Support Hours - 20 Hours	AMS.NET	2.00	$4,600.00	$9,200.00
78	**AMS-MS-FLEX-PRE-10** $2,300 Block of Premium Flex Support Hours - 10 Hours - Additional	AMS.NET	1.00	$2,300.00	$2,300.00
79	**AMS-NI-UC-GATEWAY** Labor: Cisco Voice Gateway Installation	AMS.NET	9.00	$1,200.00	$10,800.00
80	**AMS-NI-UC-PHONE** Labor: Cisco Phone Installation (Includes Phone Placement, Configuration and testing)	AMS.NET	526.00	$50.00	$26,300.00
81	**AMS-NI-PM-FOC** Labor: Project Manager	AMS.NET	147.00	$170.00	$24,990.00
82	**AMS-NI-UC-TRAINING-ADMIN-1DAY** Labor: Train the trainer User Phone Training Onsite - 1 Day	AMS.NET	1.00	$1,500.00	$1,500.00
83	**AMS-NI-UC-TRAINING-ADMIN-WEBEX** Labor: Admin User Training - 1 Day Via Webex	AMS.NET	1.00	$1,500.00	$1,500.00
84	**AMS-FREIGHT** Freight and Handling	None	1.00	$0.00	$0.00

Subtotal:	$342,582.18
Estimated Tax:	$7,480.90
Quote Total:	$350,063.08

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Order Summary

Project Total	$342,582.18
Estimated Total Taxes	$7,480.90
Grand Total	$350,063.08

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Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. Payment made beyond 30 days are subject to a finance charge of 1.5% per month. Customer agrees to pay all collections costs and attorney fees for late payments if applicable. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on cyour proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.

6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to service@ams.net. A copy of AMS.NET's full RMA policy is available for review online at www.ams.net/services/procurement-and-financing/.

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

AMS.NET Tax ID: 94-3291629

C7 License: 763508

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Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/.

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____

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www.ams.net

Company Facts

Legal Name: AMS.NET Inc.
Type: Delaware Corporation
Principal Owner: Robert Tocci
Years in Business: 28 Years
Number of Employees: 115
Website: www.ams.net
Email: sales@ams.net
Phone: 800-893-3660/925-245-6100
Fax: 925-245-6150

Locations:
Headquarters: 502 Commerce Way, Livermore, CA 94551-7812
Livermore Regional Office: 5914 Las Positas Road, Livermore, CA 94551
Sacramento Regional Office: 1200 Creekside Drive
Folsom, CA 95630, Phone 800-893-3660
Central Valley Regional Office: 1155 East North Avenue, Suite 106
Fresno, CA 93725, Phone 559-733-1641, Fax 559-713-6692
Southern California Regional Offices: 12130 Mora Drive., Suite 1,
Santa Fe Springs, CA 90670, Phone 800-893-3660
41690 Enterprise Circle North, Suite 230, Temecula, CA 95290

CMAS, NASPO & E-Rate SPIN Numbers

Tax ID: 94-3291626
Contractor License C-7: 763508 *Expires 4/30/2018*
DUNS#: 556116234
DIR#: 1000001046
FCC RN: 0012300554
E-Rate SPIN: 143005880
Microsoft MCSE's: 1673446, 2056976
Merced County FOCUS Contract #2015109
SPURR Master Contract
PEPPM Contract
GSA Contract:
GS-35F-0022W, *Expires 10/22/2019*
Cisco CMAS: 3-11-70-0291U, *Expires 12/31/2018*

HP CMAS: 3-15-70-291AB, *Expires 10/31/2018*
EMC, Nimble CMAS *3-15-70-291AA, Expires 3/31/2022*
Aerohive Networks CMAS: *3-13-70-0291X, Expires 12/31/2020*
Citrix, Brocade, Barracuda CMAS: 3-11-70-0291V, *Expires 9/30/17*
Cabling CMAS: 3-17-70-0291AC, *Expires 7/31/2018*
Cabling CMAS (Tripplite): 3-14-70-0291X, *Expires 5/31/2018*
Bosch CMAS: 3-17-84-0065A, *Expires 11/30/2020*
Arecont Vision CMAS: 3-18-84-0065B, *Expires 5/19/2018*
Rukus CMAS: 3-15-70-03218A, *Expires 2/29/2020*
Cisco NASPO: 7-14-70-04 (Utah AR-233), *Expires 5/31/2019*
HP/Nimble NASPO: California NASPO II – A633909-CA, Location ID- 1001739
EMC NASPO: 7-14-70-14 (CA AR-620), *Expires 5/31/2019*
Pure Storage NASPO: 7-15-70-34-019, *Expires 3/31/2018*
Palo Alto Networks NASPO: 7-14-70-11, *Expires 5/31/2019*

Certifications

Cisco Gold Certified Partner, Cisco Meraki Partner, HP Silver Partner, Aruba HPE Gold Partner, Mist, Aerohive, Ruckus Top Dog Partner, Nimble Storage, Microsoft Silver Certified Partner, Fortinet, Palo Alto Networks, Singlewire, Panduit, Leviton, Berk-Tek Superior Essex and more

Cisco Specializations

Advanced Enterprise Network Architecture, Advanced Data Center Architecture, Advanced Collaboration Architecture, Advanced Security Architecture, Identity Services Engine Authorized Technology Provider, Physical Security Authorized Technology Provider, ATP- Energy Management – Energy Management Suite Integrator, Customer Satisfaction Excellence

BUCKEYE UNION SCHOOL DISTRICT

AGENDA ITEM #: XIII.2.

ACTION ITEM:
Approve Declaration of Need for Fully Qualified Educators for 2018/2019

SITUATION:
A Declaration of Need for Fully Qualified Educators must be approved by the Board of Trustees at a regularly scheduled meeting and submitted to the California Commission on Teacher Credentialing. The Declaration represents a statement of anticipated need for fully qualified educators in all areas of certification where emergency permits are still available for the 2018/2019 school year. This Declaration shall remain in full force through June 30, 2019.

PLAN:
The plan is to have the Board approve the Declaration of Need for Fully Qualified Educators as presented.

FISCAL IMPACT:
N/A

SUPERINTENDENT'S RECOMMENDATION:
The Superintendent recommends the Board approve the Declaration of Need for Fully Qualified Educators for the 2018/2019 school year.

State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2018-2019

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Buckeye Union School District District CDS Code: 61838

Name of County: El Dorado Union School District County CDS Code: 09

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 5 / 16 / 2018 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2019.

Submitted by (Superintendent, Board Secretary, or Designee):

Jacqueline S. McHaney		Asst. Supt. of Admin. Services
Name	*Signature*	*Title*
530-934-0920	530-677-2261	5/17/2018
Fax Number	*Telephone Number*	*Date*

P.O. Box 4768, El Dorado Hills, CA 95762
Mailing Address

jmchaney@buckeyeusd.org
EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

▶ ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

Ed Manansala		County Superintendent of Schools
Name	*Signature*	*Title*
530.642.1832	530.295.2229	
Fax Number	*Telephone Number*	*Date*
El Dorado County Office of Education	6767 Green Valley Rd.	Placerville, CA 95667
	Mailing Address	
emanansala@edcoe.org		
	EMail Address	

▶ ***This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency***

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	1
Bilingual Authorization (applicant already holds teaching credential)	
List target language(s) for bilingual authorization: _____	
Resource Specialist	
Teacher Librarian Services	

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	1
Single Subject	1
Special Education	1
TOTAL	

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes ☐ No ☑

If no, explain. It is not feasible at this time.

Does your agency participate in a Commission-approved college or university internship program? Yes ☑ No ☐

If yes, how many interns do you expect to have this year? 1

If yes, list each college or university with which you participate in an internship program.
Brandman University, CSUS, National University, Univ. of Phoenix,

If no, explain why you do not participate in an internship program.

	POLICY #		POLICY AND UPDATE
	BP0410		***(BP revised) Nondiscrimination in District Programs and Activities*** Policy updated to reflect NEW LAW (AB 30, 2015) which, effective January 1, 2017, prohibits the use of any racially derogatory or discriminatory school or athletic team name, mascot, or nickname. Policy also adds language regarding the use of uniform complaint procedures to investigate and resolve any allegation of unlawful discrimination, expands the means by which notice of the district's nondiscrimination policy will be distributed, reflects NEW LAW (SB 1375, 2016) which requires districts to post specified information regarding Title IX on their web site by July 1, 2017, and adds the district's responsibility to make its web site accessible to individuals with disabilities.
	BP 4151/ 4251/4351		***(BP revised) Employee Compensation*** Policy updated to add new section on "Overtime Compensation" and to reflect NEW FEDERAL REGULATIONS (81 Fed. Reg. 32391) which adjust the salary level at which employees become eligible to receive overtime pay. Policy also revised to reflect the requirement to classify nonadministrative, nonsupervisory certificated employees on the salary schedule based on years of training and experience, the prohibition against paying certificated employees different salaries solely on the basis of the grade levels they teach, the board's authority to determine the frequency and schedule of salary payments for employees who work less than 12 months per year, and the requirement to post a notice of federal minimum wage provisions.
	AR 4157.1/4257.1/4357.1		***(BP 4157.1/4257.1/4357.1 deleted AR added)) Work-Related Injuries*** **Policy moved to administrative regulation and updated to clarify notification requirements, including requirements related to (1) the method and timeline for notifications; (2) availability of notifications in both English and Spanish; (3) notice to an employee who is a victim of crime at the workplace that he/she may be potentially eligible for workers' compensation benefits; (4) the filing of a report of work-related injury or illness with the district's insurer or, if the district is self-insured, with the Department of Industrial Relations (DIR); (5) notice to the DIR's Division of Occupational Safety and Health of any work-related death or serious injury/illness; and (6) the posting of workers' compensation information in a conspicuous location frequented by employees.**

	AR 5125.3		***(AR revised) Challenging Student Records*** Regulation reorganized and updated to reflect the requirement to notify a parent/guardian when the superintendent corrects or removes a student record following an appeal in which the board grants the parent/guardian's request. Regulation also adds material on the composition and conduct of the hearing panel that may be established to assist in making determinations regarding challenges to student records.
	BP 6142.94		***(BP revised) History-Social Science Instruction*** Policy updated to reflect key concepts in the History-Social Science Framework for California Public Schools adopted by the State Board of Education in July 2016, including, but not limited to, a new emphasis on developing student's literacy skills within the context of history-social science instruction. Policy also reflects law that encourages the use of personal testimony through oral history, videos, or other multimedia formats and establishes requirements for personal testimony provided through oral histories.
	BP 6173 **AR 6173** **E 6173**		***(BP/AR/E revised) Education for Homeless Children*** Policy, regulation, and exhibits updated to reflect the federal McKinney-Vento Homeless Assistance Act as amended by the Every Student Succeeds Act (P.L. 114-95), as well as updated U.S. Department of Education non-regulatory guidance. Policy includes new material on the designation of a district liaison for homeless children and youth, identification of homeless students, confidentiality of student records containing information about a homeless student's living situation, and coordination of services with other entities. Policy also reflects new mandate to adopt policy to ensure participation by district liaisons and other appropriate staff in professional development and other technical assistance activities, and NEW LAW (SB 1068, 2016) which requires the California Department of Education (CDE) to provide specified informational and training materials to district liaisons. Regulation revises the definitions of "homeless student" and "school of origin," revises the duties of the district liaison, reflects requirement to provide the district liaison's contact information to the CDE and other specified persons, provides that a homeless student will be immediately enrolled even if he/she misses application or enrollment deadlines, and revises the content of the written explanation of the district's decision related to eligibility, school selection, or enrollment. Exhibits updated to revise the content of the district's explanation of its decision(s) related to eligibility, school selection, or enrollment and to revise the dispute form for use by parents/guardians who choose to appeal the district's decision.

	E 9323.2		***(E revised) Actions by the Board*** Minor revision made in E (1) to add requirement for two-thirds vote of the board when a K-8 district chooses to establish a community day school.

BP 0410
NON DISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES

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

(cf. 1240 - Volunteer Assistance)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4032 - Reasonable Accommodation)
(cf. 4033 - Lactation Accommodation)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6145 - Extracurricular and Curricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education under Section 504)
(cf. 6178 - Career Technical Education)
(cf. 6200 - Adult Education)

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

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

(cf. 1330 - Use of Facilities)

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

(cf. 1312.3 - Uniform Complaint Procedures)

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in each announcement, bulletin, catalog, handbook, application form, or other materials distributed to

these groups and, as applicable, to the public. As appropriate, such notification shall be posted in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations and shall be posted on the district's website and, when available, district-supported social media.

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

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

Access for Individuals with Disabilities

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

(cf. 6163.2 - Animals at School)
(cf. 7110 - Facilities Master Plan)
(cf. 7111 - Evaluating Existing Buildings)

Note: Pursuant to 28 CFR 35.130 and 35.160, the ADA requires districts to provide services and aids to ensure that a disabled individual is not excluded from participation or denied a benefit, service, or program on the basis of a disability. However, if the district can show that providing such aids and services would fundamentally alter the nature of the function, program, or meeting or would be an undue burden, then the district need not provide them.

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school websites, note takers, written materials, taped text, and Braille or large print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

(cf. 6020 - Parent Involvement)
(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws is hereby designated as the district's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and

shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Jackie McHaney, Assistant Superintendent
(Title or position
5049 Robert J. Mathews Parkway, El Dorado Hills, CA 95762
(Address)
530-677-2261 or 916-985-2183
(Telephone number)
jmcchaney@buckeyeusd.org
(Email)

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
48985 Notices to parents in language other than English
51007 Legislative intent: state policy
GOVERNMENT CODE
11000 Definitions
11135 Nondiscrimination in programs or activities funded by state
11138 Rules and regulations
12900-12996 Fair Employment and Housing Act
54953.2 Brown Act compliance with Americans with Disabilities Act
PENAL CODE
422.55 Definition of hate crime
422.6 Interference with constitutional right or privilege
CODE OF REGULATIONS, TITLE 5
4600-4687 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities in Education Act
1681-1688 Discrimination based on sex or blindness, Title IX
2301-2415 Carl D. Perkins Vocational and Applied Technology Act
6311 State plans
6312 Local education agency plans
UNITED STATES CODE, TITLE 29
794 Section 504 of the Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
2000h-2000h-6 Title IX
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act
36.303 Auxiliary aids and services
CODE OF FEDERAL REGULATIONS, TITLE 34
100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI
104.1-104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:
106.9 Dissemination of policy

Management Resources:
CSBA PUBLICATIONS
Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students against Sex Discrimination, July 2016
Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS
California Law Prohibits Workplace Discrimination and Harassment
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016
Dear Colleague Letter: Title IX Coordinators, April 2015
Dear Colleague Letter: Harassment and Bullying, October 2010
Dear Colleague Letter: Electronic Book Readers, June 29, 2010
Notice of Non-Discrimination, January 1999
Protecting Students from Harassment and Hate Crime, January 1999
Nondiscrimination in Employment Practices in Education, August 1991
U.S. DEPARTMENT OF JUSTICE PUBLICATIONS
2010 ADA Standards for Accessible Design, September 2010
Accessibility of State and Local Government Websites to People with Disabilities, June 2003
WORLD WIDE WEB CONSORTIUM PUBLICATIONS
Web Content Accessibility Guidelines, December 2008
WEBSITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
California Department of Fair Employment and Housing: http://www.dfeh.ca.gov
Safe Schools Coalition: http://www.casafeschools.org
Pacific ADA Center: http://www.adapacific.org
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr
U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act: http://www.ada.gov
U.S. Equal Employment Opportunity Commission: http://www.eeoc.gov
World Wide Web Consortium, Web Accessibility Initiative: http://www.w3.org/wai

AR 4157.1 4257.1, 4357.1
WORK-RELATED INJURIES

In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the event that an employee becomes injured or ill in the course of employment, the district shall provide all employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process that reduces costs and facilitates employee recovery.

(cf. 3320 - Claims and Actions against the District)
(cf. 4032 - Reasonable Accommodation)
(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)
(cf. 4154/4254/4354 - Health and Welfare Benefits)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 4157.2/4257.2/4357.2 - Ergonomics)
(cf. 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave)

The Superintendent or designee shall notify every new employee, at the time of hire or by the end of the first pay period, of his/her right to receive workers' compensation benefits if injured at work. (Labor Code 3551; 8 CCR 15596)

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

In addition, a notice regarding workers' compensation benefits shall be posted in a conspicuous location frequented by employees, where the notice may be easily read during the workday. (Labor Code 3550)

In the event that an employee is injured or becomes ill in the course of employment, he/she shall report the work-related injury or illness to the Superintendent or designee as soon as practicable.

Within one working day of receiving notice or knowledge of any injury to an employee in the course of employment, the Superintendent or designee shall provide a claim form and notice of potential eligibility for workers' compensation benefits to the employee or, in the case of the employee's death, to his/her dependents and/or provide the employee with the contact information for obtaining important information about the claims process, filing of a claim, and to discuss Rights and Responsibilities with the Districts insurance carrier. The claim form and notice shall be provided in accordance with law.

The Superintendent or designee shall additionally ensure that any employee who is a victim of a crime that occurred at the place of employment is given written notice personally or by first class mail within one working day of the crime, or when the district reasonably should have known of the crime, that the employee is eligible for workers' compensation benefits for injuries, including psychiatric injuries, that may have resulted from the crime. (Labor Code 3553)

The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.

OPTION 1: (Districts insured for workers' compensation through a third party insurer)

Upon learning of a work-related injury or illness, or injury or illness alleged to have arisen out of and in the course of employment, the Superintendent or designee shall report the incident to the district's insurance carrier within five days after obtaining knowledge of the injury or illness. If a subsequent death arises as a result of the reported injury or illness, an amended report indicating the death must be filed with the insurance carrier within five days after being notified of or learning about the death. (Labor Code 6409.1)

In addition, in every case involving death or serious injury or illness, the Superintendent or designee shall immediately make a report by telephone or email to the Division of Occupational Safety and Health. (Labor Code 6409.1)

Legal Reference:
EDUCATION CODE
44984 Industrial accident and illness leaves, certificated employees
45192 Industrial accident and illness leaves, classified employees
LABOR CODE
3200-4855 Workers' compensation, especially:
3550-3553 Employee notice
3600-3605 Conditions of liability
3760 Report of injury to insurer
4600 Provision of medical and hospital treatment by employer
4906 Disclosures and statements
5400-5413 Notice of injury or death
6409.1 Reports
CODE OF REGULATIONS, TITLE 8
15596 Notice of employee rights

Management Resources:
DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS
A Guidebook for Injured Workers, 2016
Notice to Employees -- Injuries Caused by Work
Time of Hire Pamphlet
Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility
WEB SITES
California Department of Industrial Relations, Division of Occupational Safety and Health: http://www.dir.ca.gov/dosh
California Department of Industrial Relations, Division of Workers Compensation: http://www.dir.ca.gov/dwc

AR 5125.3
CHALLENGING STUDENT RECORDS

At the beginning of each school year or, for a student enrolled after the beginning of the school year, at the time of enrollment, parents/guardians shall be notified of the availability of the following procedures for challenging the contents of student records. Any student who is 18 years of age or attends a postsecondary institution shall have the sole right to challenge the contents of his/her records in accordance with the following procedures. (Education Code 49061, 49063)

(cf. 5125 - Student Records)
(cf. 5145.6 - Parental Notifications)

Procedures for Challenging Records

The custodial parent/guardian of any student may submit to the Superintendent or designee a written request to correct or remove from his/her child's records any information concerning the child which he/she alleges to be any of the following: (Education Code 49070; 34 CFR 99.20)

1. Inaccurate

2. An unsubstantiated personal conclusion or inference

3. A conclusion or inference outside of the observer's area of competence

4. Not based on the personal observation of a named person with the time and place of the bservation noted

5. Misleading

6. In violation of the privacy or other rights of the student

Within 30 days of receiving a request to correct or remove any information from a record, the Superintendent or designee shall meet with the parent/guardian and the district employee who recorded that information, if he/she is presently employed by the district. (Education Code 49070)

If the challenge involves a student's grade, the teacher who gave the grade shall be given an opportunity to state, orally and/or in writing, the reasons for which the grade was given. Insofar as practicable, the teacher shall be included in all discussions related to any grade change. In the absence of clerical or mechanical error, fraud, bad faith, or incompetency, a student's grade as determined by the teacher shall be final. (Education Code 49066)

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

Resolution of Challenge/Appeals

After considering all relevant information, the Superintendent or designee shall sustain or deny

the parent/guardian's allegations. (Education Code 49070)

If the parent/guardian's allegations are sustained, the Superintendent or designee shall order the correction or removal and destruction of the information. (Education Code 49070)

If the Superintendent or designee denies the allegations, the parent/guardian may, within 30 days, appeal the decision in writing to the Governing Board. Within 30 days of receiving the written appeal, the Board shall meet in closed session with the parent/guardian and the district employee who recorded the information, if he/she is presently employed by the district. The Board shall then decide whether to sustain or deny the allegations. The decision of the Board shall be final. (Education Code 49070)

(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)

If the Board sustains any or all of the allegations, the Superintendent or designee shall immediately order the correction or removal and destruction of the pertinent information from the student's records and shall inform the parent/guardian in writing that the information has been corrected or destroyed. (Education Code 49070)

If the parent/guardian does not file an appeal, or if the appeal is denied by the Board, the parent/guardian shall be informed of his/her right to submit a written objection to the information. Any statement submitted by the parent/guardian shall be maintained with the contested part of the record for as long as the record is maintained and shall be disclosed whenever the related part of the record is disclosed. (Education Code 49070; 34 CFR 99.21)

Hearing Panel

The Superintendent or designee and/or the Board may appoint a hearing panel to assist in making determinations regarding a challenge to student records or an appeal, as applicable, provided that the parent/guardian gives written consent to releasing relevant student record information to the panel members. Such a hearing panel shall consist of the following persons: (Education Code 49071)

1. A chairperson who is a principal of a public school other than the school at which the record is on file

2. A certificated employee appointed by the district's certificated employee council or, if no such council exists, by a parent/guardian

3. A parent/guardian appointed by the Superintendent or designee or the Board, whoever convenes the panel

If possible, the members of the hearing panel shall not be acquainted with the student, his/her parent/guardian, or the employee who recorded the information, except when the parent/guardian appoints the certificated employee pursuant to item #2 above. (Education Code 49071)

The panel shall be provided with verbatim copies of the information that is the subject of the

controversy. The panel shall, in closed session, hear the parent/guardian's objections to the student record and, if the employee is presently employed by the district, the employee's testimony. The proceedings of the hearing shall not be disclosed or discussed by panel members except in their official capacities. The panel shall submit, to the Superintendent or designee or the Board as applicable, its written findings setting forth the facts and decisions of the panel. (Education Code 49071)

Legal Reference:
EDUCATION CODE
49061 Definitions
49063 Notification of parents of their rights
49066 Grades; change of grade; physical education grade
49070 Challenging content of records
49071 Hearing panel
UNITED STATES CODE, TITLE 20
1232g Family Educational and Privacy Rights Act
1681-1688 Title IX of the Education Amendments of 1972
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy, especially:
99.20-99.22 Procedures for amending educational records

AR 6173
Education For Homeless Children

Definitions

Homeless students means students who lack a fixed, regular, and adequate nighttime residence and includes: (Education Code 48852.7; 42 USC 11434a)

1. Students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals

   (cf. 6173.1 - Education for Foster Youth)

2. Students who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings

3. Students who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings

4. Migratory children who qualify as homeless because they are living in conditions described in items #1-3 above

Unaccompanied youth includes youth who are not in the physical custody of a parent or guardian. (20 USC 11434a)

School of origin means the school that the homeless student attended when permanently housed or the school in which he/she was last enrolled, including a preschool. If the school the homeless student attended when permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that he/she attended within the preceding 15 months and with which he/she is connected, the district liaison shall determine, in consultation with and with the agreement of the homeless student and the person holding the right to make educational decisions for the student, and in the best interests of the homeless student, which school shall be deemed the school of origin. (Education Code 48852.7; 42 USC 11432)

Best interest means that, in making educational and school placement decisions for a homeless student, consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the student's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 42 USC 11432)

District Liaison
The Superintendent designates the following staff person as the district liaison for homeless students: (42 USC 11432)

Nicole Schraeder, Director of Student Services
(Title or position)

5049 Robert J. Mathews Parkway, El Dorado Hills, CA 95762
(Address)
530-677-2261 or 916-985-2183
(Phone number)

The district's liaison for homeless students shall: (Education Code 48852.5; 42 USC 11432)

1. Ensure that homeless students are identified by school personnel through outreach and coordination activities with other entities and agencies

   (cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
   (cf. 3553 - Free and Reduced-Price Meals)

2. Ensure that homeless students are enrolled in, and have a full and equal opportunity to succeed in, district schools

3. Ensure that homeless families and children and youth have access to and receive educational services for which they are eligible, including services through Head Start and Early Head Start programs, early intervention services under Part C of the federal Individuals with Disabilities Education Act, and other preschool programs administered by the district

   (cf. 5148.3 - Preschool/Early Childhood Education)

4. Ensure that homeless families and students receive referrals to health care services, dental services, mental health and substance abuse services, housing services, and other appropriate services

   (cf. 5141.6 - School Health Services)

5. Inform parents/guardians of the educational and related opportunities available to their children and ensure that they are provided with meaningful opportunities to participate in the education of their children

   (cf. 5145.6 - Parental Notifications)

6. Disseminate notice of the educational rights of homeless students in locations frequented by parents/guardians of homeless children and youth and by unaccompanied youth, including schools, family shelters, public libraries, and hunger relief agencies (soup kitchens). The rights shall be presented in a manner and form understandable to the parents/guardians of homeless students and unaccompanied youth.
7. Mediate enrollment disputes in accordance with law and the section "Resolving Enrollment Disputes" below

8. Fully inform parents/guardians of homeless students and unaccompanied youth of all transportation services, including transportation to the school of origin, and assist them in accessing transportation to the school of choice

(cf. 3541 - Transportation Routes and Services)

9. Ensure that school personnel providing services to homeless students receive professional development and other support

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

10. Ensure that unaccompanied youth are enrolled in school, have opportunities to meet the same challenging state academic standards established for other students, and are informed of their status as independent students under 20 USC 1087vv and that they may receive assistance from the district liaison to receive verification of their independent student status for purposes of applying for federal student aid pursuant to 20 USC 1090

11. Coordinate and collaborate with state coordinators and community and school personnel responsible for the provision of education and related services to homeless students, including the provision of comprehensive data to the state coordinator as required by law

In addition, when notified pursuant to Education Code 48918.1, the district liaison shall assist, facilitate, or represent a homeless student who is undergoing a disciplinary proceeding that could result in his/her expulsion. When notified pursuant to Education Code 48915.5, the district liaison shall participate in an individualized education program team meeting to make a manifestation determination regarding the behavior of a student with a disability.

(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6159 - Individualized Education Program)

The Superintendent or designee shall inform homeless children and youth, their parents/guardians, school personnel, service providers, and advocates working with homeless families of the duties of the district's liaison. He/she shall also provide the name and contact information of the district's liaison to the California Department of Education (CDE) for publishing on the CDE's web site. (42 USC 11432)

Enrollment

The district shall make placement decisions for homeless students based on the student's best interest. (42 USC 11432)

In determining the best interest of the student, the district shall consider student-centered factors related to the student's best interest, including factors related to the impact of mobility on achievement, education, health, and safety, giving priority to the request of the student's parent/guardian or, in the case of an unaccompanied youth, the youth. (42 USC 11432)

However, placement decisions shall not be based on whether a homeless student lives with his/her homeless parent/guardian or has been temporarily placed elsewhere. (42 USC 11432)

In the case of an unaccompanied youth, the liaison shall assist in placement or enrollment decisions, give priority to the views of the student, and provide notice to the student of his/her appeal rights. (42 USC 11432)

In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in his/her school of origin, unless the student's parent/guardian or the unaccompanied youth requests otherwise. (Education Code 48852.7; 42 USC 11432)

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school of choice. The student shall be enrolled even if he/she: (Education Code 48852.7; 42 USC 11432)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended

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

2. Does not have clothing normally required by the school, such as school uniforms

   (cf. 5132 - Dress and Grooming)

3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and records of immunization and other required health records

   (cf. 5111 - Admission)
   (cf. 5111.1 - District Residency)
   (cf. 5125 - Student Records)
   (cf. 5141.26 - Tuberculosis Testing)
   (cf. 5141.31 - Immunizations)
   (cf. 5141.32 - Health Screening for School Entry)

4. Has missed application or enrollment deadlines during any period of homelessness

   The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other required health records, the principal or designee shall refer the parent/guardian to the district liaison for homeless students. The district liaison shall assist the parent/guardian, or the student if he/she is an unaccompanied youth, in obtaining the necessary immunizations, screenings, or records for the student. (42 USC 11432)

If the student is placed at a school other than his/her school of origin or the school requested by his/her parent/guardian or an unaccompanied youth, the Superintendent or designee shall provide the parent/guardian or the unaccompanied youth with a written explanation of the decision along with a statement regarding the right to appeal the placement decision. (42 USC 11432)

The student may continue attending his/her school of origin for the duration of the homelessness. (Education Code 48852.7; 42 USC 11432)

To ensure that the homeless student has the benefit of matriculating with his/her peers in accordance with the established feeder patterns, the following shall apply: (Education Code 48852.7; 42 USC 11432)

1. If the student is transitioning between grade levels, he/she shall be allowed to continue in the same attendance area.

2. If the student is transitioning to a middle school or high school, and the school designated for matriculation is in another school district, he/she shall be allowed to continue to the school designated for matriculation in that district.

If the student's status changes before the end of the school year so that he/she is no longer homeless, he/she shall be allowed to stay in the school of origin: (Education Code 48852.7)

1. Through the duration of the school year if he/she is in grades K-8

2. Through graduation if he/she is in high school

Resolving Enrollment Disputes

If a dispute arises over student eligibility, school selection, or enrollment in a particular school, the matter shall be referred to the district liaison, who shall carry out the dispute resolution process as expeditiously as possible. (42 USC 11432)

The parent/guardian or unaccompanied youth shall be provided with a written explanation of any decisions related to eligibility, school selection, or enrollment and of the right of the parent/guardian or unaccompanied youth to appeal such decisions. (42 USC 11432)

The written explanation shall include:

1. A description of the action proposed or refused by the district

2. An explanation of why the action is proposed or refused

3. A description of any other options the district considered and the reasons that any other

options were rejected

4. A description of any other factors relevant to the district's decision and information related to the eligibility or best interest determination including the facts, witnesses, and evidence relied upon and their sources

5. Appropriate timelines to ensure any relevant deadlines are not missed

6. Contact information for the district liaison and state coordinator, and a brief description of their roles

The written explanation shall be complete, as brief as possible, simply stated, and provided in language that the parent/guardian or student can understand.

The district liaison may use an informal process as an alternative to formal dispute resolution procedures, provided that the parents/guardians or unaccompanied youth have access to the more formal process if informal resolution is not successful in resolving the matter.

In working with a student's parents/guardians or unaccompanied youth to resolve an enrollment dispute, the district liaison shall:

1. Inform them that they may provide written and/or oral documentation to support their position

2. Inform them that they may seek the assistance of social services, advocates, and/or service providers in having the dispute resolved

3. Provide them a simple form that they may use and turn in to the school to initiate the dispute resolution process

4. Provide them a copy of the dispute form they submit for their records

5. Provide them the outcome of the dispute for their records

If a parent/guardian or unaccompanied youth disagrees with the liaison's enrollment decision, he/she may appeal the decision to the Superintendent. The Superintendent shall make a determination within five working days.

If the parent/guardian chooses to appeal the district's placement decision, the district liaison shall forward all written documentation and related paperwork to the homeless liaison at the county office of education.

Pending final resolution of the dispute, including all available appeals, the student shall be immediately enrolled in the school in which enrollment is sought and shall be allowed to attend classes and participate fully in school activities. (42 USC 11432, 11434a)

Transportation

The district shall provide transportation for a homeless student to and from his/her school of origin when the student is residing within the district and the parent/guardian, or the district liaison in the case of an unaccompanied youth, requests that such transportation be provided. If the student moves outside of district boundaries, but continues to attend his/her school of origin within this district, the Superintendent or designee shall consult with the superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)

(cf. 3250 - Transportation Fees)
(cf. 3541 - Transportation Routes and Services)

The district shall not be obligated to provide transportation to students who continue attending their school of origin after they cease to be homeless, unless the formerly homeless student has an individualized education program that includes transportation as a necessary related service for the student. (Education Code 48852.7)

Transfer of Coursework and Credits

When a homeless student transfers into a district school, the district shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another public school, a juvenile court school, or a nonpublic, nonsectarian school or agency and shall not require the student to retake the course. (Education Code 51225.2)

If the homeless student did not complete the entire course, he/she shall be issued partial credit for the coursework completed and shall be required to take the portion of the course that he/she did not complete at his/her previous school. However, the district may require the student to retake the portion of the course completed if, in consultation with the holder of educational rights for the student, the district finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a homeless student in any particular course, he/she shall be enrolled in the same or equivalent course, if applicable, so that he/she may continue and complete the entire course. (Education Code 51225.2)

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of the district's notification of the student's transfer, as required under Education Code 49069.5.

In no event shall the district prevent a homeless student from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

(cf. 6143 - Courses of Study)

Applicability of Graduation Requirements

To obtain a high school diploma, a homeless student shall complete all courses required by Education Code 51225.3 and fulfill any additional graduation requirements prescribed by the Governing Board.

(cf. 6146.1 - High School Graduation Requirements)

However, when a homeless student who has completed his/her second year of high school transfers into the district from another school district or transfers between high schools within the district, he/she shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of his/her fourth year of high school. Within 30 calendar days of the homeless student's transfer, the Superintendent or designee shall notify the student, the person holding the right to make educational decisions for him/her, and the district liaison for homeless students of the availability of the exemption and whether the student qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student is no longer homeless. (Education Code 51225.1)

To determine whether a homeless student is in his/her third or fourth year of high school, the district shall use either the number of credits he/she has earned as of the date of the transfer or the length of his/her school enrollment, whichever qualifies him/her for the exemption. (Education Code 51225.1)

The Superintendent or designee shall notify any homeless student who is granted an exemption and the person holding the right to make educational decisions for him/her how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)
The district shall not require or request a homeless student to transfer schools in order to qualify for an exemption and no request for a transfer solely to qualify for an exemption shall be made by a homeless student, the person holding the right to make educational decisions for the student, or the district liaison on behalf of the student. (Education Code 51225.1)

If a homeless student is exempted from local graduation requirements, the exemption shall continue to apply after the student is no longer homeless or if he/she transfers to another school or school district. (Education Code 51225.1)

If the Superintendent or designee determines that a homeless student is reasonably able to complete district graduation requirements within his/her fifth year of high school, he/she shall: (Education Code 51225.1)

1. Inform the student and, if under 18 years of age, the person holding the right to make educational decisions for him/her, of the option available to the student to remain in school for a fifth year to complete the district's graduation requirements and how that will

affect his/her ability to gain admission to a postsecondary educational institution

2. Provide information to the homeless student about transfer opportunities available through the California Community Colleges

3. Upon agreement with the homeless student or with the person holding the right to make educational decisions for him/her if he/she is under 18 years of age, permit the student to stay in school for a fifth year to complete the district's graduation requirements

Eligibility for Extracurricular Activities

A homeless student who enrolls in any district school shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)

(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)

Notification and Complaints

Information regarding the educational rights of homeless students, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint that the district has not complied with requirements regarding the education of homeless students, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

BP 0420
CHARTER SCHOOL OVERSIGHT

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

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 0400 - Comprehensive Plans)
(cf. 0460 - Local Control and Accountability Plan)

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

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

(cf. 1220 - Citizen Advisory Committees)
(cf. 1431 - Waivers)
(cf. 6020 - Parent Involvement)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Learners)
(cf. 6190 - Evaluation of the Instructional Program)

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

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

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

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

The Superintendent or designee shall ensure that school administrators and school site council members receive training on the roles and responsibilities of the site council.

Legal Reference:
EDUCATION CODE
52-53 Designation of schools
33133 Information guide for school site councils
35147 Open meeting laws exceptions
41540-41544 Targeted instructional improvement block grants
52060-52077 Local control and accountability plan
52176 Advisory committees
52852 School site councils
54000-54028 Educationally Disadvantaged Youth Programs
54425 Advisory committees (compensatory education)
56000-56867 Special education
64000 Categorical programs included in consolidated application
64001 Single school plan for student achievement, consolidated application programs
CODE OF REGULATIONS, TITLE 5
3930-3937 Compliance plans
UNITED STATES CODE, TITLE 20
6311 State plan
6312 Title I local educational agency plans
6421-6472 Programs for neglected, delinquent, and at-risk children and youth
6601-6651 Teacher and Principal Training and Recruitment program
6801-7014 Limited English proficient and immigrant students
7101-7122 Student Support and Academic Enrichment Grants
7341-7355c Rural Education Initiative

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site Council, February 2014
WEST ED PUBLICATIONS
California Healthy Kids Survey
California School Climate Survey
WEBSITES:
California Department of Education, Single Plan for Student Achievement: http://www.cde.ca.gov/nclb/sr/le/singleplan.asp
U.S. Department of Education: http://www.ed.gov
WestEd: http://www.wested.org

BP 4151 4251, 4351
EMPLOYEE COMPENSATION

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

(cf. 3100 - Budget)
(cf. 3400 - Management of Districts Assets/Accounts)
(cf. 4000 - Concepts and Roles)
(cf. 4154/4254/4354 - Health and Welfare Benefits)

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

(cf. 4121 - Temporary/Substitute Personnel)
(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4143/4243 - Negotiations/Consultation)

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

(cf. 4030 - Nondiscrimination in Employment)

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

(cf. 4140/4240/4340 - Bargaining Units)
(cf. 4312.1 - Contracts)

The Board shall determine the frequency and schedule of salary payments, including whether payments for employees who work less than 12 months per year will be made over the course of the school year or in equal installments over the calendar year. (Education Code 45038, 45039, 45048, 45165)

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

Overtime Compensation

A district employee shall be paid an overtime rate of not less than one and one-half times his/her regular rate of pay for any hours worked in excess of eight hours in one day or 40 hours in one work week. However, employees shall be exempt from overtime rules if they are employed as teachers or school administrators or if they qualify as being employed in an executive, administrative, or professional capacity and are paid a fixed salary at or above the salary level established by federal regulations. (Labor Code 510; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)

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

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

(cf. 3580 - District Records)
(cf. 4112.6/4212.6/4312.6 - Personnel Files)

Legal Reference:
EDUCATION CODE
45022-45061.5 Salaries, especially:
45023 Availability of salary schedule
45028 Salary schedule for certificated employees
45160-45169 Salaries for classified employees
45268 Salary schedule for classified service in merit system districts
GOVERNMENT CODE
3540-3549 Meeting and negotiating, especially:
3543.2 Scope of representation
3543.7 Duty to meet and negotiate in good faith
LABOR CODE
226 Employee access to payroll records
232 Disclosure of wages
510 Overtime compensation; length of work day and week; alternative schedules
UNITED STATES CODE, TITLE 26
409A Deferred compensation plans
UNITED STATES CODE, TITLE 29
201-219 Fair Labor Standards Act, especially:
203 Definitions
207 Overtime
213 Exemptions from minimum wage and overtime requirements
CODE OF FEDERAL REGULATIONS, TITLE 26
1.409A-1 Definitions and covered plans
CODE OF FEDERAL REGULATIONS, TITLE 29
516.4 Notice of minimum wage and overtime provisions

516.5-516.6 Records
541.0-541.710 Exemptions for executive, administrative, and professional employees
553.1-553.51 Fair Labor Standards Act; applicability to public agencies
COURT DECISIONS
Flores v. City of San Gabriel, 9th Cir., June 2, 2016, No. 14-56421

Management Resources:
WEBSITES
CSBA: http://www.csba.org
Internal Revenue Service: http://www.irs.gov
School Services of California, Inc.: http://www.sscal.com
U.S. Department of Labor, Wage and Hour Division: https://www.dol.gov/whd

BP 6142.94
History-Social Science Instruction

The Governing Board believes that the study of history and other social sciences is essential to prepare students to engage in responsible citizenship, comprehend complex global interrelationships, and understand the vital connections among the past, present, and future. The district's history-social science education program shall include, at appropriate grade levels, instruction in American and world history, geography, economics, political science, anthropology, psychology, and sociology.

(cf. 6115 - Ceremonies and Observances)
(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6141.2 - Recognition of Religious Beliefs and Customs)
(cf. 6142.3 - Civic Education)
(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6143 - Courses of Study)
(cf. 6146.1 - High School Graduation Requirements)

The Board shall adopt academic standards for history-social science which meet or exceed state content standards and describe the knowledge and skills students are expected to possess at each grade level.

(cf. 6011 - Academic Standards)

The Superintendent or designee shall develop and submit to the Board for approval a comprehensive, sequential curriculum aligned with the district standards and consistent with the state's curriculum framework for history-social science. The curriculum shall be designed to develop students' core knowledge in history and social science and their skills in chronological and spatial thinking, research, and historical interpretation. History-social science instruction shall also include an explicit focus on developing students' literacy in reading, writing, speaking, listening, and other language skills.

(cf. 6142.91 - Reading/Language Arts Instruction)
(cf. 9000 - Role of the Board)

The Board shall adopt standards-aligned instructional materials for history-social science in accordance with applicable law, Board policy, and administrative regulation. In addition, teachers are encouraged to supplement the curriculum by using biographies, original documents, diaries, letters, legends, speeches, other narrative artifacts, and literature from and about the period being studied.

(cf. 0400 - District Technology Plan)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)
(cf. 6161.11 - Supplementary Instructional Materials)
(cf. 6162.6 - Use of Copyrighted Materials)
(cf. 6163.1 - Library Media Centers)

Personal testimony from persons who can provide first-hand accounts of significant historical events is encouraged and may be provided through oral histories, videos, or other multimedia formats. If oral history is used for instruction related to the role of Americans in World War II or the Vietnam War, such testimony shall exemplify the personal sacrifice and courage of the wide range of ordinary citizens who were called upon to participate in the war, provide views and comments concerning reasons for participating in the war, and provide commentary on the aftermath of the war in Eastern Europe and the former Soviet Union. (Education Code 51221.3, 51221.4)

The Superintendent or designee shall provide a standards-based professional development program designed to increase teachers' knowledge of adopted instructional materials and instructional strategies for teaching history-social science.

Legal Reference:
EDUCATION CODE
33540 History-social science curriculum framework
51008-51009 Instruction on farm labor movement
51204 Course of study designed for student's needs
51204.5 History of California; contributions of men, women, and ethnic groups
51210 Course of study, grades 1-6
51220 Course of study, grades 7-12
51220.2 Instruction in legal system; teen or peer court programs
51221 Social science course of study, inclusion of instruction in use of natural resources
51221.3-51221.4 Instruction on World War II and Vietnam War; use of oral histories
51225.3 High school graduation requirements
51226.3 Instruction on civil rights, genocide, slavery, Holocaust, and deportation to Mexico
51226.7 Ethnic studies
60040-60051 Criteria for instructional materials
60119 Public hearing on the sufficiency of instructional materials
60200-60206 Instructional materials, grades K-8
60400-60411 Instructional materials, grades 9-12
60640-60649 California Assessment of Student Performance and Progress
99200-99206 Subject matter projects

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
History-Social Science Framework for California Public Schools, Kindergarten Through Grade Twelve, 2016
Common Core State Standards for English Language Arts and Literacy in History-Social Studies, Science, and Technical Subjects, 2013
California English Language Development Standards, 2012
Model Curriculum for Human Rights and Genocide, 2000
History-Social Science Content Standards for California Public Schools, Kindergarten Through Grade Twelve, October 1998
NATIONAL COUNCIL FOR THE SOCIAL STUDIES PUBLICATIONS
College, Career, and Civic Life (C3) Framework for Social Studies State Standards: Guidance for Enhancing the Rigor of K-12 Civics, Economics, Geography, and History, 2013
WEBSITES
CSBA: http://www.csba.org

California Council for History Education: http://www.csus.edu/al/cche
California Humanities: http://www.calhum.org
California Council for the Social Studies: http://www.ccss.org
California Department of Education: http://www.cde.ca.gov
California History-Social Science Course Models: http://www.history.ctaponline.org
California Subject Matter Project: http://csmp.ucop.edu/chssp
National Association for Multicultural Education: http://www.nameorg.org
National Council for History Education: http://www.nche.net
National Council for the Social Studies: http://www.socialstudies.org

BP 6173
Education for Homeless Children

The Governing Board desires to ensure that homeless students have access to the same free and appropriate public education provided to other students within the district. The district shall provide homeless students with access to education and other services necessary for them to meet the same challenging academic standards as other students.

(cf. 6011 - Academic Standards)

The Superintendent or designee shall identify and remove any barriers to the identification and enrollment of homeless students and to the retention of homeless students due to absences or outstanding fees or fines. (42 USC 11432)

(cf. 3250 - Transportation Fees)
(cf. 3260 - Fees and Charges)
(cf. 5113.1 - Chronic Absence and Truancy)

When there are at least 15 homeless students in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060)

(cf. 0460 - Local Control and Accountability Plan)

The Superintendent or designee shall designate an appropriate staff person to serve as a liaison for homeless children and youths. The district liaison shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting homeless students to succeed in school.

In order to identify district students who are homeless, the Superintendent or designee may give a housing questionnaire to all parents/guardians during school registration, make referral forms readily available, include the district liaison's contact information on the district and school web sites, provide materials in a language easily understood by families and students, provide school staff with professional development on the definition and signs of homelessness, and contact appropriate local agencies to coordinate referrals for homeless children and youth and unaccompanied youth.

(cf. 1113 - District and School Web Sites)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Information about a homeless student's living situation shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act and shall not be deemed to be directory information as defined in 20 USC 1232g. (42 USC 11432)

(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)

The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

Each homeless student shall be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (42 USC 11432)

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6159 - Individualized Education Program)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6171 - Title I Programs)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6174 - Education for English Learners)
(cf. 6177 - Summer Learning Programs)
(cf. 6178 - Career and Technical Education)
(cf. 6179 - Supplemental Instruction)

Note: The following paragraph is mandated by 42 USC 11432. Although this law prohibits the segregation of homeless students into a separate school or program, separate schools that were in operation before 2001 may continue to operate under specified conditions. Districts that maintain such a school may revise the following paragraph to reflect district practice.

Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. However, the Superintendent or designee may separate homeless students on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet the unique needs of homeless students. (42 USC 11432, 11433)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3553 - Free and Reduced Price Meals)

Note: Pursuant to 42 USC 11432, districts receiving assistance through the McKinney-Vento Homeless Assistance Act are required to coordinate services as provided below. Other districts may delete or revise the following paragraph to reflect district practice.

The Superintendent or designee shall coordinate with other agencies and entities to ensure that homeless children and youth are promptly identified, ensure that homeless students have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to homeless children and youth, and, if applicable, transitional housing facilities. In addition, the Superintendent or designee shall coordinate transportation,

transfer of school records, and other Interdistrict activities with other local educational agencies. As necessary, the Superintendent or designee shall coordinate, within the district and with other involved local educational agencies, services for homeless students and services for students with disabilities. (42 USC 11432)

(cf. 1020 - Youth Services)

Note: 42 USC 11432, as amended by P.L. 114-95, mandates that districts adopt policies and practices to ensure participation by district liaisons and other appropriate staff in professional development and other technical assistance activities, as determined appropriate by the federal Office of the Coordinator.

District liaisons and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of homeless students and to provide training on the definitions of terms related to homelessness. (42 USC 11432)

At least annually, the Superintendent or designee shall report to the Board on outcomes for homeless students, which may include, but are not limited to, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates, and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, the district shall revise its strategies as needed to better support the education of homeless students.

(cf. 0500 - Accountability)
(cf. 6162.51 - State Academic Achievement Tests)
(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:
EDUCATION CODE
39807.5 Payment of transportation costs by parents
48850 Educational rights of homeless and foster youth
48852.5 Notice of educational rights of homeless students
48852.7 Enrollment of homeless students
48915.5 Recommended expulsion, homeless student with disabilities
48918.1 Notice of recommended expulsion
51225.1-51225.3 Graduation requirements
52060-52077 Local control and accountability plan
CODE OF REGULATIONS, TITLE 5
4600-4687 Uniform complaint procedures
UNITED STATES CODE, TITLE 20
1087vv Free Application for Federal Student Aid; definitions
1232g Family Educational Rights and Privacy Act
6311 Title I state plan; state and local educational agency report cards
UNITED STATES CODE, TITLE 42
11431-11435 McKinney-Vento Homeless Assistance Act
12705 Cranston-Gonzalez National Affordable Housing Act; state and local strategies

Management Resources:
CALIFORNIA CHILD WELFARE COUNCIL PUBLICATIONS
Partial Credit Model Policy and Practice Recommendations
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Homeless Education Dispute Resolution Process, January 30, 2007
NATIONAL CENTER FOR HOMELESS EDUCATION PUBLICATIONS
Homeless Liaison Toolkit, 2013
U.S. DEPARTMENT OF EDUCATION GUIDANCE
Dear Colleague Letter, July 27, 2016
Education for Homeless Children and Youths Program, Non-Regulatory Guidance, July 2016
WEBSITES
California Child Welfare Council: http://www.chhs.ca.gov/Pages/CAChildWelfareCouncil.aspx
California Department of Education, Homeless Children and Youth Education:
http://www.cde.ca.gov/sp/hs/cy
National Center for Homeless Education at SERVE: http://www.serve.org/nche
National Law Center on Homelessness and Poverty: http://www.nlchp.org
U.S. Department of Education: http://www.ed.gov/programs/homeless/index.html

E 6173
Education For Homeless Children

Exhibit 1

DISTRICT EXPLANATION OF DECISION
RELATED TO ELIGIBILITY, SCHOOL SELECTION, OR ENROLLMENT

Instructions: The following form provides notice and explanation to a student's parent/guardian or an unaccompanied youth regarding the district's decision related to student eligibility, school selection, or enrollment.

Date:_____ Name of person completing form:_____

Title:_____ Phone number:_____

In accordance with the federal McKinney-Vento Homeless Assistance Act (42 USC 11431-11435), this notification is being provided to either:

Name of parent(s)/guardian(s): _____

Name of unaccompanied student: _____

School requested: _____

District's placement decision (name of school): _____

Action(s) proposed/refused by the district related to eligibility, school selection, or enrollment:
_____
_____
_____
_____
_____

The district's determination regarding eligibility, school selection, or enrollment was based upon the following evidence and for the following reasons:
_____
_____
_____
_____
_____

Other options that the district considered, if any, included the following options which were rejected for the following reasons:
_____
_____
_____
_____
_____

Factors relevant to the district's decision and information related to the eligibility or best interest determination including the facts, witnesses, and evidence relied upon and their sources, if any:

_____
_____
_____
_____
_____

You have the right to appeal this decision to the district Superintendent. To do so, contact the district's homeless liaison listed below within the next ___(insert number of days)___ days to request a Dispute Form. You may provide written or verbal documentation to support your position, and may also seek the assistance of social services, advocates, and/or service providers in the dispute process. The Superintendent or designee will review all the evidence and will notify you of his/her decision within ___(insert number of days)___ days.

If you are not satisfied with the Superintendent's decision, you may appeal to the _____(insert county name)_____ County Office of Education. If you are not satisfied with the county office's decision, you may then appeal to the California Department of Education. The district's homeless liaison can assist you with this appeal.

CONTACT INFORMATION:

District Liaison: The district liaison is one of the primary contacts between homeless families and school or district staff. He/she is responsible for coordinating services to ensure that homeless students enroll in school and have the opportunity to succeed academically, and mediates enrollment disputes as needed.

Name of district's homeless liaison: _____
Address: _____
Phone number: _____

County Liaison: If you appeal the district's decision to the county office of education, the district liaison shall forward all written documentation and related paperwork to the homeless liaison at the county office. The county liaison will review the materials and determine the eligibility, school selection, or enrollment decision within five working days of receiving the materials. He/she will notify you of the decision.

Name of County Office of Education homeless liaison:_____
Address:_____
Phone number:_____

State Coordinator: If you appeal the county office's decision to the California Department of Education, the county homeless liaison shall forward all written documentation and related paperwork to the State Homeless Coordinator. The state coordinator will review the district, county office, and parent/guardian information and will notify you of the decision within ten working days of receiving the materials.

Name of state homeless coordinator: _____
Address: _____
Phone number: _____

RIGHTS:

Pending the final resolution of this dispute, including the period of all appeals, the student has the right to immediately enroll in the school requested and to participate fully in school activities at that school.

Exhibit 2

DISPUTE FORM

Instructions: This form is to be completed by a parent/guardian or student when a dispute regarding enrollment has arisen. As an alternative to completing this form, the information on this form may be shared verbally with the district's liaison for homeless students.

Date submitted:_____
Student's name:_____
Name of person completing form:_____
Relation to student:_____
Address:_____
Phone number:_____

Name of school requested:_____

I wish to appeal the eligibility, school selection, or enrollment decision made by:
__ District liaison __ District Superintendent __ County office of education liaison

Reason for the appeal: You may include an explanation to support your appeal in this space or provide your explanation verbally.

_____
_____
_____

I have been provided with:

__ A written explanation of the district's decision
__ Contact information for the district's homeless liaison
__ Contact information for the county office of education's homeless liaison
__ Contact information for the state homeless coordinator

E 9323.2
Actions by the Board

Exhibit 1

ACTIONS REQUIRING A SUPER MAJORITY VOTE

Actions Requiring a Two-Thirds Vote of the Board:

1. Resolution declaring intention to sell or lease real property (Education Code 17466)

   (cf. 3280 - Sale or Lease of District-Owned Real Property)

2. Resolution declaring intent of Governing Board to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)

3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)

4. Lease, for up to three months, of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)

5. Request for temporary borrowing pursuant to Government Code 53820-53833, to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s) (Government Code 53821)

6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, action to render city or county zoning ordinances inapplicable to a proposed use of the property by the district (Government Code 53094)

   (cf. 7131 - Relations with Local Agencies)
   (cf. 7150 - Site Selection and Development)
   (cf. 7160 - Charter School Facilities)

7. When the district is organized to serve only grades K-8 and seeks to establish a community day school for any of grades K-8 (Education Code 48660)

   (cf. 6185 - Community Day School)

8. When the district has an average daily attendance (ADA) of 2,500 or less and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

9. When the district is organized to serve only grades K-8 and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities

are not available for a community day school (Education Code 48661)

10. When the district desires to operate a community day school to serve any of grades K-6 (and no higher grades) on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

11. Resolution of intent to issue general obligation bonds with the approval of 55 percent of the voters of the district (Education Code 15266)

    (cf. 7214 - General Obligation Bonds)

12. Resolution of intent to issue bonds within a school facilities improvement district with the approval of 55 percent of the voters of the school facilities improvement district (Education Code 15266)

    (cf. 7213 - School Facilities Improvement Districts)

13. Resolution to place a parcel tax on the ballot (Government Code 53724)

14. Resolution of necessity to proceed with an eminent domain action and, if the Board subsequently desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)

Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting:

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)

2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

    (cf. 9320 - Meetings and Notices)
    (cf. 9321 - Closed Session Purposes and Agendas)

Actions Requiring a Four-Fifths Vote of the Board:

1. Expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense (Government Code 53790-53792)

    (cf. 3110 - Transfer of Funds)

2. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the

borrowing (Government Code 53822, 53824)

3. Resolution for district borrowing, between July 15 and August 30 of any fiscal year, of up to 25 percent of the estimated income and revenue to be received by the district during that fiscal year from apportionments based on ADA for the preceding school year (Government Code 53823-53824)

4. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

   (cf. 3311 - Bids)

5. Resolution to award a contract for a public works project at $187,500 or less to the lowest responsible bidder, when the district is using the informal process authorized under the Uniform Public Construction Cost Accounting Act for projects of $175,000 or less, all bids received are in excess of $175,000, and the Board determines that the district's cost estimate was reasonable (Public Contract Code 22034)

Actions Requiring a Unanimous Vote of the Board:

1. Resolution authorizing and prescribing the terms of a community lease for extraction of gas (Education Code 17510-17511)

2. Waiver of the competitive bid process pursuant to Public Contract Code 20111 when the Board determines that an emergency exists and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

Action Requiring a Unanimous Vote of the Board Members Present at the Meeting:

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than $2,500. Disposal of surplus property in the local dump or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

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

Exhibit 2

9323.2

ACTIONS BY THE BOARD

UNCONDITIONAL COMMITMENT LETTER

To: (Name of district attorney or any interested person)

The Governing Board of (name of school district) has received your cease and desist letter dated (date) alleging that the following described past action taken by the Board violates the Ralph M. Brown Act: (Describe alleged past action as set forth in the cease and desist letter.)

In order to avoid unnecessary litigation and without admitting any violation of the Ralph M. Brown Act, the Board hereby unconditionally commits that it will cease, desist from, and not repeat the challenged past action described above. The Board may rescind this commitment only by a majority vote of its membership taken in open session at a regular meeting and noticed on its posted agenda as "Rescission of Brown Act Commitment." You will be provided with written notice, sent by any means or media you provide in response to this message, to whatever address (es) you specify, of any intention to consider rescinding this commitment at least 30 days before any such regular meeting. In the event that this commitment is rescinded, a notice will be delivered to you by the same means as this commitment, or by mail to an address that you have designated in writing, and you will have the right to commence legal action pursuant to Government Code 54960(a).

Sincerely,

(Name)
(Title of Board President or other designee)