

**HAMILTON UNIFIED SCHOOL DISTRICT
BOARD MEETING
AGENDA**

**Hamilton High School Library
Wednesday, August 28, 2019**

- 5:30 p.m. Public session for purposes of opening the meeting only.
 - 5:30 p.m. Closed session to discuss closed session items listed below.
 - 6:00 p.m. Reconvene to open session no later than 6:30 p.m.
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1.0 OPENING BUSINESS:

Call to order and roll call

_____ Gabriel Leal, President _____ Hubert "Wendall" Lower, Clerk _____ Rod Boone
_____ Genaro Reyes _____ Ray Odom

2.0 IDENTIFY CLOSED SESSION ITEMS:

3.0 PUBLIC COMMENT ON CLOSED SESSION ITEMS: Public comment will be heard on any closed session items. The board may limit comments to no more than three minutes per speaker and 15 minutes per item.

4.0 ADJOURN TO CLOSED SESSION: To consider qualified matters.

1. Education Code Section 48918, Student Discipline. To consider disciplinary action including expulsion relative to student No. 401009 and 200122.
2. Government Code Section 54957 (b), Personnel Issue. To consider the employment, evaluation, reassignment, resignation, dismissal, or discipline of a classified and certificated employees.
3. Government Code Section 54957.6, Labor Negotiations. To confer with the District's Labor Negotiator, Superintendent Jeremy Powell regarding HTA and CSEA negotiations.
4. Government Code Section 54956.9, Subdivision (a), Existing litigation. Name of case: Crews v. Hamilton Unified School District, Glenn County Superior Court, Case No. 15CV01394.
5. *Conference with Real Property Negotiators.* Property: Westermann property north of Hamilton High School, approximately located at 500 Sixth Street, Hamilton City, CA 95951 (APN: 032-230-015-000). Agency Negotiator: Jeremy Powell, Superintendent; Matt Juhl-Darlington, Attorney for District. Negotiating Parties: Westermann Family and Hamilton Unified School District. Under negotiation: Price and terms of payment.

Report out action taken in closed session.

5.0 PUBLIC SESSION/FLAG SALUTE:

6.0 ADOPT THE AGENDA: (M)

7.0 COMMUNICATIONS/REPORTS:

1. Board Member Comments/Reports.
2. ASB President and Student Council President Reports
 - a. Hamilton High School, Giovanni Martinez
 - b. Hamilton Elementary School, Ella Mendez
3. District Reports (written)
 - a. Food Service Report by Sean Montgomery (written)(p. 1)
 - b. Operations Report by Alan Joksch (written) (p. 3)
 - c. Technology Report by Derek Hawley (written) (p. 5)
4. Principal and Dean of Student Reports
 - a. Kathy Thomas, Hamilton Elementary School Principal
 - b. Maria Reyes, District Dean of Students
 - c. Cris Oseguera, Hamilton High School Principal
 - d. Sylvia Robles, Adult School (written) (p. 7)
5. Chief Business Official Report by Kristen Hamman (written) (p. 9)
6. Superintendent Report by Jeremy Powell (written) (p. 11)

8.0 **PRESENTATIONS:**

1. None

9.0 **CORRESPONDENCE:**

1. None

10.0 **INFORMATIONAL ITEMS:**

1. None

11.0 **DISCUSSION ITEMS:**

1. Hamilton High School Site Expansion-Permitting Status by Mike Cannon. (p. 13)
2. CSBA Policy Guide Sheet (for below first readings) (p. 15)
3. First reading of Board Policy 1112: Media Relations (p. 17)
4. First reading of Administrative Regulation 3320: Claims and actions against the District. (p. 21)
5. First reading of Board Policy and Administrative Regulation 3551: Food Service Operations/Cafeteria Fund (p. 26)
 - a. Option 1 (p.29)
 - b. Option 2 (p.29)
6. First reading of Administrative Regulation 4117.7/4317.7: Employment Status Reports (p. 41)
7. First reading of Board Policy 4119.24/4219.24/4319.24: Maintaining Appropriate Adult/Student Interactions (p. 44 & p. 52)
8. First reading of Board Policy and Administrative Regulation 4218: Dismissal/Suspension/Disciplinary Action. (p. 45)

12.0 **PUBLIC COMMENT:** Public comment on any item of interest to the public that is within the Board's jurisdiction will be heard (agenda and non-agenda items). The Board may limit comments to no more than three minutes per speaker and 15 minutes per topic. Public comment will also be allowed on each specific action item prior to board action thereon.

13.0 **ACTION ITEMS:**

1. CSUC Paid internship agreement fees (p. 63)
2. Resolution 19-20-101, Authorize designated personnel (Dr. Powell and Mrs. Hamman) to sign contract documents for fiscal year 2019-2020 for child care and development services – CDE (p. 75)
3. Board Resolution 19-20-102, Certification that each Pupil in each School in the District has Sufficient Textbooks and Instructional Materials that are aligned to the State Content Standards and are Consistent with the Content and Cycles of the Curriculum Framework Adopted by the SBE in ELA, Math, Social Studies, and Science. (p. 83)
4. Certification Of Provision Of Standards-Aligned Instructional Materials For 2019/20 School Year. (p. 85)
5. GCOE Annual District Designee Authorization for fiscal year 2019-2020. (p. 87)
6. Ray Morgan Company Lease Options (Option #1 or Option #2) (p. 89-90)
7. Hamilton High School Site Expansion Survey – Robertson Erickson Proposal (p. 91)
8. Placeworks CEQA Studies Contract Amendment (p. 95)
9. Prop 39 HVAC Project – Change order #1. (p. 99)

14.0 **CONSENT AGENDA:** Items in the consent agenda are considered routine and are acted upon by the Board in one motion. There is no discussion of these items prior to the Board vote and unless a member of the Board, staff, or public request specific items be discussed and/or removed from the consent agenda. Each item on the consent agenda approved by the Board shall be deemed to have been considered in full and adopted as recommended.

1. Warrants and Expenditures. (p. 105)
2. Minutes for:
 - a. Special Board Meeting on Monday, March 25, 2019 (p. 165)
 - b. Special Board Meeting on April 30, 2019 (p. 167)
 - c. Special Board Meeting May 23, 2019 (p. 169)
 - d. Special Board Meeting on June 26, 2019 (p. 175)
 - e. Regular Board Meeting June 26, 2019 (p. 171)
 - f. Special Board Meeting on July 23, 2019. (p. 177)
3. Williams Quarterly July 2019 (p. 179)

4. Interdistrict Transfers (new only; elementary students reapply annually).

a. Out

- i. Hamilton Elementary School
 - 1. Grade 8 x 1
- ii. Hamilton High School
 - 1. Grade 9 x 1

b. In

- i. Hamilton Elementary School
 - 1. Grade K x 1
 - 2. Grade 2 x 2
 - 3. Grade 5 x 1
- ii. Hamilton High School
 - 1. Grade 9 x 9
 - 2. Grade 12 x 1

5. Personnel Actions as Presented:

a. New hires:

Mitchell Hytonen	District Custodian	District
Tiffany Wilhelm	District Executive Assistant	District
Derek Ahlswede	Volunteer Assistant JV Football Coach	HHS
Raegan Avrit	Head JV Volleyball Coach	HHS
Anthony Caperello	Head JV Football Coach	HHS
Nohely Carrillo-Vasquez	Volunteer Assistant Cheer Coach	HHS
George Knox	Assistant JV Football Coach	HHS
Justine McCorkle	Volunteer Assistant JV Volleyball Coach	HHS
Kol Zuppan	Volunteer Varsity Assistant Football Coach	HHS
Evelyn Navarro	Child Nutrition Assistant	HES/HHS
Derek Nall	Flag Football 7th/8th Grade	HES
Kol Zuppan	Social Science Teacher	HES
Liliana Malagon	Preschool Teacher	Preschool
Shelia Skemp	Long Term Substitute Preschool Teacher	Preschool

b. Resignations/Retirement:

Cassie Ferraiuolo	Teacher	HES
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HUSD Food Service Report

Board Meeting on August 28, 2019

Sean Montgomery, Director of Nutrition and Student Welfare

We've Started the 2019-20 school year with lots of changes in the food service department.

1. Marcie Rivera has taken over as lead at the High School cafeteria.
2. Asha Mundo is now assistant lead at the Elementary School.
3. Evelyn Navarro is the new Boys & Girls Club supper cook.
4. We have two new salad bars at the Elementary School to try and alleviate the congestion and speed up the serving process.
5. We are working with J Soon Consulting on streamlining our whole system, from inventory and purchasing of commodities to the point of sale and putting food on the plate.
6. We are already seeing improvements. On the third day of school we were serving 121 students in just over 10 minutes. Our goal is a minimum of 15 students per minute.
7. We are also working on some new lunch items that will greatly speed up serving times. For example, pintos & cheese as an everyday option for the High School and Elementary. There will possibly be a deli sandwich bar at each school.

HUSD Maintenance Report

Board Meeting on August 28, 2019

Alan Joksch, Director of Maintenance and Transportation

This summer the maintenance staff, with help from student workers, worked hard to get ready for this school year!

Work Completed throughout District:

- Cleaned desks, windows and lights (replacing bulbs as needed) throughout district
- Scrubbed and bonneted carpets.
- Stripped and waxed hard floors in:
 - 48 Classrooms
 - All site offices
 - 30 restrooms
 - Both cafeterias
- HVAC units were serviced by our newest District Universal, Dallas Deathridge (who is trained in AC repair).
- All busses and school vehicles were taken for annual service

Work Completed at the Elementary School:

- Replaced a broken toilet and repaired some plumbing issues
- Installed several smart TV's for I.T.
- Pruned along Hwy 45 fence line
- Moved several teachers to new classrooms and new conference room
- With help from office staff, painted the interior office. It now has a fresh new look.

Work Completed at the High School:

- Applied a fresh top coat to the gymnasium floor
- Replaced a broken toilet in the boys' restroom
- Repaired irrigation system issues throughout campus

Work Completed at Other Sites:

- Cleaned grounds around Ella Barkley, Preschool and Adult Ed

Upcoming Projects:

- We are wrapping up our Prop 39 HVAC project. Several units will be replaced over the next 9 months:
 - 10 on Building 100 at HHS
 - 8 on the Gym
 - 3 on the Ag building
 - 4 at the Elementary School

- Bids are in process for professional tree trimming along Hwy 45
- I am getting bids to re-paint the exterior Gym
- Getting bids to replace fencing along back driveway
- Developing an ongoing maintenance plan
- Increasing knowledge of Spiceworks system (Job Tickets) and the Maintenance Ops portal

We are now settling into our daily Janitorial and Grounds routine as well as preparing for our upcoming sports seasons.

HUSD Technology Report
Board Meeting on August 28, 2019
Frank James, Director of Technology
Derek Hawley, Information Systems Technician

Completed and in Progress Tasks – August 2019

1. HHS Core Switch: HP Core Switch has been installed in the Server Room at Hamilton High School. This switch will greatly increase our fiber capacity and future growth potential of the HUSD network. This was an e-rate funded project.
2. Chromebook Expansion: 170 HP Chromebooks have been deployed throughout Hamilton Unified School District. This brings our total Chromebook count to 713.
3. Smart Classrooms: Room 6 (HHS), Room 205 (HES), Room 305 (HES), and Room 402(HES) have all been converted into Smart Classrooms. They are equipped with a 70" touch panel, Dell PC (attached to panel), and a classroom set of Chromebooks. M&O was able to mount the panels with backer boards also. GEAR UP was able to support us with additional funding to make this project happen.
4. Room 202 (HES): PCs and Technology have been removed from Room 202. This has enabled it to become a reading intervention and training space.
5. Routine Maintenance: Every PC within HUSD has been cleaned and cleared of dust. Furthermore, we inspected every classroom prior to the start of school to confirm that everything was functioning properly
6. Room 18 (HHS): Overhead Projector was installed and cabling was completed prior to the start of school. This was a joint effort by Tech and M&O.
7. Windows 10: Room 9 (HHS), Library Floor Lab (HHS), and Library Lab (HHS) have been updated to Windows 10. Throughout the school year we will continue to migrate the computers from Windows 7 to Windows 10.
 - a. Office 2019: Part of the migration to Windows 10 is also the migration from Office 2010 to Office 2019.
8. Room 201 (HES): Older Cisco switch was replaced with an HP switch.
9. Projector Maintenance: Projector lamp was replaced in Room 405 (HES).
10. Room 204: Room 204 (HES) was converted to a classroom. This room also was provided a classroom set of Chromebooks.
11. HUSD CCTV: All camera enclosures have been cleaned and all cameras have been verified as working properly.
12. Start of Year Tasks: Both Clever and National School Lunch Program (NSLP) exports have been enabled. Aeries New Year Roll (NYR) was completed without issue.

13. Room 4 (HHS): Chrome Cabinets and Chromebooks have been added to Room 4 (HHS).
14. Jive Update: Jive (VoIP phone system) was updated to reflect staff movement. This includes new staff hires, classroom moves, and removal of retired/former employees.
15. PC update: PC that are no longer in classrooms or labs have been pulled back to Tech. These PCs have been cleaned and cleared of dust. They will also be given a fresh Windows 10 image in the event of redeployment.

The Robles Report-Adult Education

Board Meeting on August 28, 2019

Silvia Robles, Director of Adult Education

Guadalupe Mercado, Administrative Technician

Completed and in Progress Tasks – August 2019

1. All End of Year 2018-19 Reports have been successfully submitted and approved to CDE.
2. Hamilton Adult Class Schedules for fall 2019 have been mailed to all Hamilton City residents (850 in total).
3. High School Diploma Course Approval for Credit Recovery are approved. This will cover the majority of the courses needed for Hamilton SD referrals and returning Adults who need to complete credits.
4. The class for High School Diploma started 8/19/19. Five (5) concurrently enrolled senior students and one (1) adult have registered with Adult ED.
5. California Core Performance Employment and Earning Survey training to follow up with students who have left the program and entered employment or post-secondary education has been scheduled for 9/13/19.

Hamilton Unified School District
General Fund - Unrestricted and Restricted
August 2019 Board Report
As of 8/20/19

	2019-2020 Budget	2019-2020 Year To Date	2018-2019 Budget	2018-2019 Year To Date
Revenues				
LCFF Sources	\$ 7,980,647	\$ 257,050	\$ 7,548,255	\$ 253,158
All Other Federal Revenue	\$ 254,861	\$ -	\$ 260,002	\$ -
Other State Revenue	\$ 195,102	\$ 180	\$ 467,224	\$ 5,000
Other Local Revenue	\$ 69,840	\$ -	\$ 35,500	\$ 487
Other Financing Sources	\$ -	\$ -	\$ 27,972	\$ -
Total Revenues	\$ 8,500,450	\$ 257,230	\$ 8,338,953	\$ 258,644
Expenditures				
Certificated Personnel Salaries	\$ 3,452,793	\$ 43,540	\$ 3,476,900	\$ 39,503
Classified Personnel Salaries	\$ 1,193,213	\$ 75,951	\$ 1,146,055	\$ 83,604
Employee Benefits	\$ 1,985,568	\$ 103,915	\$ 1,893,035	\$ 53,349
Books and Supplies	\$ 498,893	\$ 12,751	\$ 312,944	\$ 82,116
Travel and Conferences	\$ 120,287	\$ 1,208	\$ 140,473	\$ 5,507
Dues and Memberships	\$ 9,500	\$ 2,995	\$ 9,500	\$ 7,016
Other Insurance	\$ 89,819	\$ 100,695	\$ 89,819	\$ 87,145
All Other Utilities	\$ 205,500	\$ 9,191	\$ 205,500	\$ 32,405
Rents/Leases/Repairs	\$ 77,299	\$ 13,559	\$ 104,945	\$ 10,647
Other Operating Expenditures	\$ 293,881	\$ 34,328	\$ 258,356	\$ 73,520
Capital Outlay	\$ -	\$ -	\$ 236,000	\$ 26,865
Other Outgo	\$ 808,946	\$ -	\$ 668,616	\$ -
Total Expenditures	\$ 8,735,699	\$ 398,133	\$ 8,542,143	\$ 501,676
Net Increase (Decrease) in Fund	\$ (235,249)	\$ (140,903)	\$ (203,190)	\$ (243,032)
Beg. Fund Bal. (based on 2018-19 estimated actuals)	\$ 1,218,093			
Projected End. Fund Bal.	\$ 982,844			

Superintendent's Report
Board Meeting on August 28, 2019

With a new school year comes great excitement and expectations! We have begun to implement many of the items from last year's Strategic Planning Sessions both inside and outside of the classrooms. We opened the school year with 712 students but continue to enroll students daily. There is an amazing sense of excitement as we begin this new chapter for the Hamilton Unified School District

District Highlights for July, & August:

- Enrollment by Grade (as of Aug 20):
 - TK: 34
 - K: 39
 - 1st: 45
 - 2nd: 41
 - 3rd: 42
 - 4th: 46
 - 5th: 40
 - 6th: 59
 - 7th: 43
 - 8th: 46
 - 9th: 69
 - 10th: 75
 - 11th: 81
 - 12th: 52
 - **Total: 712**
- New Staff Members: We have added some amazing individuals to our staff at Hamilton Unified over the summer. Please do not hesitate to introduce yourself to them.
- We had an amazing two days of Professional Development on August 0th and 12th. Our Focus for the Year is Everyone has a Story. As a District, we are focused on learning as many individuals stories so we are better able to serve each member of the HUSDCommunity.
- Summer Projects:
 - MT&O:
 - Our Maintenance department was able to clean and wax all classrooms, gyms, and cafeterias in the district. They also repaired broken fixtures and worked to improve grounds and facilities. District Facilities, Maintenance, and Grounds priority lists are currently being developed to ensure regular district maintenance schedules.
 - Technology:
 - With the recent purchase of Chromebooks, we are nearly a 1:1 school district. Our Tech team worked hard to have all devices out to students by the end of the first week of school. There also continues to be upgrades to our network and increased speed to help support our teachers and their students.
 - Nutrition Services:
 - The Nutrition Services Department spent the summer training with Joey Soon with a focus on improving the selection and quality of food offered at the Elementary School. They were able to add two salad bars daily to the menu options!
- Make sure to Follow us on:
 - Instagram: Hamiltonunified
 - Twitter: @hamiltonunified
 - Facebook: Coming Soon!

Upcoming Events:

- Sept 2: No School--Labor Day
- Sept 5th-7th: HHS Varsity Volleyball Tournament
- Sept 6th: JV/Varsity Football Home vs. Willows HS
- Sept 12th: College & Scholarship Parent Meeting
- Sept 23rd: No School-Teacher In-Service Day
- Sept 23rd: LCAP Meeting in HHS Library at 6:00pm
- Sept 25th: Board Meeting at 5:30 in HHS Library
- October 4th: JV/Varsity Football Home vs. Central Valley HS
- October 11th: End of the 1st Quarter
- October 12th: Cash for College Workshop at HHS Library at 1:00pm
- October 16th-17th: TK-5th Parent Conferences
- October 23rd: Board Meeting at 5:30 in HHS Library
- October 25th: Halloween Carnival

HAMILTON UNIFIED SCHOOL DISTRICT
HAMILTON HIGH SCHOOL SITE EXPANSION-PERMITTING STATUS
BOARD DISCUSSION ITEM
AUGUST, 2019

CURRENT SITE PURCHASE STATUS & TIMELINE-(Defer to Supt. & Legal Counsel)

CDE SITE PERMITTING REQUIREMENTS

DEPARTMENT OF TOXIC SUBSTANCES CONTROL (NV5)

- **Phase 1 Environmental Assessment; Proposed Sampling Protocol approved by DTSC**
- **Environmental Oversight Agreement submitted to DTSC; SITE Testing to begin October 2019, after harvest**

CALIFORNIA ENVIRONMENTAL QUALITY ACT (PLACEWORKS)

- **CEQA Project Description completed & submitted for Initial Public Notice Scheduling**
- **Traffic Reviews to begin September 2019; add'l testing & analysis requested per CalTrans (see other Agenda item)**
- **Construction Data Requests (With EFPM)**

TITLE 5 REPORTS (PLACEWORKS)

- **Pipeline Safety Study: Completed; no issues with Water District or PG&E.**
- **Railway Safety Study: Research complete; Report now being proofed.**
- **Dam Inundation Study: GIS mapping shows no overlap with inundation zones.**

EDUCATIONAL SPECIFICATIONS (Initial Staff Interviews to begin September)

CSBA POLICY GUIDE SHEET
July 2019
For HUSD Board Meeting August, 28, 2019
Page 1 of 2

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts and county offices of education should review the sample materials and modify their own policies accordingly.

BP 1112 - Media Relations

(BP revised)

Policy updated to expand the section on "Crisis Communications Plan" to apply to natural disasters, involve district technology personnel in the development of the plan, and expand the contents of the plan. Policy also updated to encourage the establishment of priorities and key messages for proactive communications with the media, clarify that media representatives can be required to register before coming on campus only if the district has adopted a policy requiring all visitors to register, and clarify that the only student directory information that may be released to the media is that information designated by the district in AR 5125.1 - Release of Directory Information.

AR 3320 - Claims and Actions Against the District

(AR revised)

Regulation updated to add statement requiring the use of district procedures for claims against the district prior to filing a lawsuit. Regulation also defines "limited civil case" as one that is for an amount of \$25,000 or less.

BP/AR 3551 - Food Service Operations/Cafeteria Fund

(BP/AR revised)

Policy updated to reflect **NEW FEDERAL REGULATION (84 Fed. Reg. 8247)** and updated California Department of Education (CDE) guidance giving districts with an average daily attendance of less than 2,500 greater flexibility in the hiring of food service directors. Policy also consolidates material on nondiscrimination toward students who have unpaid meal fees and those who participate in the free and reduced-price meal program. Regulation updated to reflect **NEW LAW (AB 3043, 2018)** which permits the use of cafeteria funds to (1) pay for the purchase of a mobile food facility and (2) supplement the cost of providing universal breakfast in districts that do not provide universal breakfast under a federal program, provided they submit the required certification to CDE. Regulation also updates section on U.S. Department of Agriculture (USDA) donated foods to reflect current requirements for the safe storage and control of the foods. In both policy and regulation, CDE and USDA guidance renumbered when superseded by newer guidance.

AR 4117.7/4317.7 - Employment Status Reports

(AR revised)

Regulation updated pursuant to Education Code 44940 to include a violation or attempted violation of Penal Code 187 (murder) in the definition of a "mandatory leave of absence offense."

BP 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions

(BP added)

New policy addresses the avoidance of unlawful and inappropriate interactions between staff and students, an employee's responsibility to report another employee's violation of this policy, disciplinary consequences for staff, referral to law enforcement when appropriate, the requirement to post the code of conduct on school and/or district websites, and examples of conduct that are inappropriate or can create the appearance of impropriety.

POLICY GUIDE SHEET

July 2019

Page 2 of 3

BP/AR 4218 - Dismissal/Suspension/Disciplinary Action

(BP added; AR revised)

New policy contains material formerly in AR pertaining to board actions in disciplinary hearings for classified employees and new material consistent with BP 4118 - Dismissal/Suspension/Disciplinary Action for certificated employees. Policy also reflects **NEW LAW (AB 2234, 2018)** which requires the board to delegate its authority to an administrative law judge in cases involving allegations of egregious misconduct with a minor. Regulation updates and consolidates the causes for disciplinary action. Regulation also adds the requirement to set a timeline by which the employee may request a hearing, which must be not less than five days after serving notice upon the employee. Section on "Compulsory Leave of Absence" expanded to define "mandatory" and "optional" leave of absence offenses and reflect requirements pertaining to extension of the leave and compensation during the leave. Material pertaining to merit system districts moved to BP/AR 4218.1 - Dismissal/Suspension/Disciplinary Action (Merit System).

CSBA Sample Board Policy

Community Relations

BP 1112(a)

MEDIA RELATIONS

Note: The following optional policy may be revised to reflect district practice.

As part of building positive media relations, the district may consider presenting awards to media representatives who have helped support district goals and programs. See BP 1150 - Commendations and Awards. The district may also nominate journalists for CSBA's Golden Quill Award, which recognizes fair, insightful, and accurate reporting of the objectives, operations, accomplishments, challenges, and opportunities related to public schools.

The Governing Board respects the public's **desire for and** right to information and recognizes that the media significantly influence the community's understanding of school programs, **student achievement, and school safety**. In order to develop and maintain positive media relations, the Board and the Superintendent ~~desire to~~ **shall** reasonably accommodate media requests for information and ~~to~~ provide accurate, reliable, and timely information.

In conjunction with the Superintendent or designee, the Board shall periodically establish priorities and key messages for proactively communicating with the media regarding current district issues, activities, or needs.

0400 - Comprehensive Plans)

0450 - Comprehensive Safety Plan)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 0510 - School Accountability Report Card)

(cf. 1100 - Communication with the Public)

(cf. 1160 - Political Processes)

Media representatives are welcome at all **public** Board meetings and shall receive meeting agendas upon request in accordance with Board policy.

(cf. 9321 - Closed Session)

(cf. 9322 - Agenda/Meeting Materials)

Note: Penal Code 627.2 requires all "outsiders" to register upon entering school grounds during school hours. Pursuant to Penal Code 627.1, media representatives are not defined as "outsiders." However, ~~an~~ the Attorney General ~~has opined opinion~~ (95 79 Ops. Cal. Atty. Gen. 509 58 (1996)) ~~has opined that,~~ pursuant to Education Code 32212, ~~and 35160 direct school authorities to prevent interference with the orderly educational activities of the school and authorize them to~~ **districts are authorized to prevent interference with the orderly educational activities of the school, which may include** restricting media representatives in the same manner that access by the general public may be limited (e.g., registration or accompaniment by a staff member when on school grounds). ~~Therefore, if~~ **According to the Attorney General opinion,** a district that has developed a policy requiring all members of the general public, both visitors and outsiders, to register upon entering school grounds, ~~only then~~ **may similarly require** media representatives ~~also~~ **be**

BP 1112(b)

MEDIA RELATIONS (continued)

~~required~~ to register **before coming on campus**. Although Attorney General opinions are not binding on the courts, they are generally afforded deference when there is no specific statutory or case law to the contrary. See BP/AR 1250 - Visitors/Outsiders for options regarding registration.

~~Although Attorney General opinions are not binding on the courts, they are generally afforded deference in the court when there is no specific statutory or case law to the contrary.~~ The following **optional** paragraph is only for use ~~only~~ by districts that require all visitors to register upon entering school grounds, **and does not apply to districts that only require outsiders to register. Districts should ensure consistency with this paragraph and see BP 1250 - Visitors/Outsiders.**

Media representatives, like all other visitors, shall register immediately upon entering any school building or grounds when school is in session.

(cf. 1250 - Visitors/Outsiders)
(cf. 3515.2 - Disruptions)

Staff may provide the media with student directory information, ~~including, but not limited to, the name of a student, school of attendance, grade level, honors, and activities,~~ **as identified in AR 5125.1 - Release of Directory Information**, unless the student's parent/guardian has submitted a written request that such information not be disclosed. The district shall not release **other student records or personally identifiable student information** that is private or confidential as required by law, Board policy, or administrative regulation. ~~No other access to student records or personally identifiable student information may be provided without written parent/guardian permission.~~

(cf. 1340 - Access to District Records)
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)
(cf. 9010 - Public Statements)
(cf. 9321.1 - Closed Session Actions and Reports)
(cf. 9324 - Minutes and Recordings)

Interviewing and Photographing Students

Note: In 95 79 Ops.Cal.Atty.Gen. 509 58 (1996), the Attorney General stated that, because students have a constitutional right to free speech, school administrators may not require prior written parental permission before allowing media representatives to interview particular students on campus. However, **Education Code 48907 and 48950 and case law has held that clarify that the district may adopt reasonable provisions for the time, place, and manner in which free expression may occur within the district's jurisdiction.** ~~students may exercise that right unless the "conduct by the student, in class or out of it, which for any reason — whether it stems from time, place or type of behavior — materially disrupts school or involves substantial disorder or invasion of the rights of others."~~ Therefore, in some circumstances (e.g., interviews during class time or interviews that identify other students by name), it may be appropriate to limit the student's ability to talk with the media on campus. Because this is a complex area of law, districts should consult with legal counsel before adopting a policy or practice that may limit students' constitutional rights.

BP 1112(c)

MEDIA RELATIONS (continued)

Neither the Attorney General opinion nor case law considers the rights of media to photograph students on school grounds. However, the same concerns raised with regard to student interviews, such as a **substantial material disruption to the orderly operation of school or a substantial disorder-invasion of the rights of others, including privacy rights**, may exist with regard to photos. Furthermore, ~~it's clear that,~~ in some cases, the publishing of a photo may affect student safety, ~~or privacy rights (e.g., such as when a student's whose attendance is concealed from a parent due to a domestic violence restraining order).~~ Districts should consult with legal counsel before adopting a policy or practice that may limit the photographing of students by the media.

The following **optional** paragraph should be revised to reflect district practice.

The district shall not impose restraints on students' right to speak freely with media representatives ~~at those times which do not disrupt a student's educational program.~~ However, **interviewing and photographing** of students ~~may~~ **shall** not create ~~substantial disorder~~ **disruption to the orderly operation of the school** or impinge on the rights of ~~others~~ **or safety of students.** Therefore, ~~in order to minimize possible disruption,~~ **the district shall encourage** media representatives who wish to interview ~~or photograph~~ **photograph** students at school ~~are strongly encouraged to make prior arrangements with the principal. At their discretion, parents/guardians may instruct their children not to communicate with media representatives.~~

(cf. 5145.2 - Freedom of Speech/Expression)

Note: Neither the Attorney General opinion nor case law considers the rights of media to photograph students on school grounds. However, the same concerns raised with regard to student interviews, such as a material disruption of school or a substantial disorder, may exist with regard to photos. Furthermore, it's clear that, in some cases, the publishing of a photo may affect student safety or privacy rights (e.g., a student whose attendance is concealed from a parent due to a domestic violence restraining order). Districts should consult with legal counsel before adopting a policy or practice that may limit the photographing of students by the media.

The following **optional** paragraph should be modified to reflect district practice.

In order to protect the privacy and safety of students, a media representative who wishes to photograph students on school grounds should make arrangements with the principal or designee.

When interviewing or photographing a special education student, he/she shall not be identified as a special education student without prior, written parent/guardian permission.

Media Communication Plan Contacts/Spokespersons

Note: The following section should be revised to reflect district practice.

In order to help develop strong relations with the media, the Superintendent or designee shall develop a proactive media communications plan. This plan may include, but not be limited

BP 1112(d)

MEDIA RELATIONS (continued)

~~to, information related to district programs and needs, student awards, school accomplishments and events of special interest.~~

(cf. 0510 - School Accountability Report Card)

(cf. 1100 - Communication with the Public)

(cf. 1160 - Political Processes)

The plan shall specify **Superintendent or designee shall identify** the district's and/or site's primary media contact to whom all media inquiries shall be routed. Spokespersons designated to speak to the media on behalf of the district include the Board president, Superintendent, and public information officer, **or district communications director.** Other Board members and/or staff may be asked by the Superintendent or designee to speak to the media on a case-by-case basis, depending on their expertise on an issue **or appropriateness given a particular situation.**

The Superintendent or designee shall provide training on effective media relations to all designated spokespersons.

(cf. 9240 - Board Training)

Crisis Communications Plan

Note: The following **optional** section may be revised to reflect district practice. CSBA recommends that districts develop a crisis communications plan to help ensure that accurate and timely information is provided to **students, parents/guardians, the community, and the media during a crisis or natural disaster**. This crisis plan may be a separate document or may be incorporated into other safety plans such as the district's comprehensive safety plan (see AR 0450 - Comprehensive Safety Plan) and/or emergency and disaster preparedness plan (see AR 3516 - Emergencies and Disaster Preparedness Plan).

~~The following **optional** section should be modified to reflect district practice.~~

~~During a disturbance or crisis situation, the first priority of school staff is to assure the safety of students and staff. However, the Board recognizes the need **The Superintendent or designee shall develop strategies for working with the media** to provide timely and accurate information to **students, parents/guardians, and the community during a crisis or natural disaster**. The Board also recognizes that the media have an important role to play in relaying this information to the public. In order to help ensure that the media and district work together effectively, the Superintendent or designee shall develop a crisis communications plan to identify communication strategies to be taken in the event of a crisis. The crisis communications plan may include, but not be limited to, identification of a media center location, **strategies for press conference logistics, and development and integration** of both internal and external notification systems, **including public address systems, social media, web site postings, and text alerts.** and strategies for press conference logistics.~~

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MEDIA RELATIONS (continued)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

~~The crisis communications plan may include but not be limited to identification of a media center location, development of both internal and external notification systems, and strategies for press conference logistics.~~

The Superintendent or designee shall include local law enforcement, and media representatives, **and district technology personnel** in the crisis planning process.

Legal Reference:

EDUCATION CODE

32210-32212 Willful disturbance of public school or meeting

35144 Special meetings

35145 Public meetings

35160 Authority of governing boards

35172 Promotional activities

48907 Freedom of speech and press

48950 Prohibition against disciplinary action for first amendment speech

49061 *Definition of directory information*

49073 *Directory information*

EVIDENCE CODE

1070 *Refusal to disclose news source*

PENAL CODE

627-627.10 *Access to school premises*

UNITED STATES CODE, TITLE 20

1232g *Family educational and privacy rights*

CODE OF FEDERAL REGULATIONS, TITLE 34

99.3 *Definition of directory information*

COURT DECISIONS

Lopez v. Tulare Joint Union High School District, (1995) 34 Cal.App.4th 1302

ATTORNEY GENERAL OPINIONS

95 79 *Ops.Cal.Atty.Gen. 509 58 (1996)*

Management Resources:

WEB SITES

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

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Policy Reference UPDATE Service

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CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3320(a)

CLAIMS AND ACTIONS AGAINST THE DISTRICT

Note: The Government Claims Act (Government Code 810-996.6) sets forth prelitigation requirements and deadlines for claims against public entities, including school districts. In City of Stockton v. Superior Court, the California Supreme Court held that the claim requirements in Government Code 900-915.4 also apply to claims for breach of contract.

Because a district's insurance carrier or joint powers authority (JPA) may require the district to comply with certain claims management conditions as part of the district's contractual coverage obligation, it is strongly recommended that this administrative regulation be reviewed for consistency with any applicable conditions of coverage. A district's failure to follow those contractual conditions may result in a loss of coverage benefits. The district's risk manager and legal counsel should also be consulted, as appropriate.

Pursuant to Government Code 935, district claims procedures may include a requirement that a claim be presented and acted upon in accordance with those procedures as a prerequisite to a lawsuit. Failure to include such a requirement may subject the district to increased liability.

Unless otherwise provided by law, prior to filing a lawsuit against the district for money or damages, a written claim shall be filed in accordance with the following administrative regulation.

Time Limitations

Note: Items #1-4 below list timelines for claims pursuant to the Government Claims Act and other applicable statutes. As amended by SB 1053 (Ch. 153, Statutes of 2018), Pursuant to Government Code 935, the district's authority clarifies that the authority of a district to adopt local claims presentation procedures for causes of action which are excepted from the Government Claims Act by Government Code 905 and are not governed is not applicable to those excepted causes of action which have their claim

presentation procedures specified in by other statutes or regulations, such as does not apply to childhood sexual abuse. Rather, claims for childhood sexual abuse are governed by the timelines and procedures specified in Code of Civil Procedure 340.1.

The following time limitations apply to claims against the district:

1. Claims for money or damages relating to childhood sexual abuse or any **other** cause of action ~~which is specifically excepted from the Government Claims Act by Government Code 905 and for which governed by a statute or regulation provides a claims presentation procedure, including childhood sexual abuse, and other causes of action specifically excepted from the Government Claims Act by Government Code 905~~ shall be filed in accordance with the **applicable** governing statute or regulation. (Government Code 905, 935)

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

(cf. 5141.4 - Child Abuse Prevention and Reporting)

AR 3320(b)

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Note: Pursuant to Government Code 935, a district may establish its own procedure for the presentation of those claims which are excluded from the Government Claims Act as specified in Government Code 905 **and which are not governed by any other applicable statutes or regulations.** **Optional** item #2 below is for use by any district whose board has chosen to exercise the authority to establish district procedures for such claims; see the accompanying Board policy. Item #2 provides six months as the time limitation for filing such claims, which is consistent with the requirement in Government Code 935 that the district's procedure not require a shorter time for presentation of a claim than the time specified in Government Code 911.2. However, the Governing Board has the discretion to adopt a more flexible time limitation and may increase the amount of time allowed for filing such claims. If the Board adopts a more flexible time limitation, item #2 should be revised accordingly.

If a claimant misses a deadline for a claim required to be submitted in accordance with item #2 or #3 below, ~~he/she~~ **the claimant** may present an application to present a late claim pursuant to Government Code 911.4; see section below entitled "Late Claims."

2. In accordance with the **Governing** Board's authority pursuant to Government Code 935, claims for money or damages which relate to any cause of action specifically excepted from the Government Claims Act by Government Code 905 ~~but~~ **and** which are not governed by any other claims presentation statute or regulation shall be filed not later than six months after the accrual of the cause of action. (Government Code 905, 935)
3. Claims for money or damages relating to a cause of action for death or for injury to person, personal property, or growing crops shall be presented to the ~~Governing~~ Board not later than six months after the accrual of the cause of action. (Government Code 911.2)
4. Claims for money or damages relating to any other cause of action shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.2)

Receipt of Claims

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

Note: In most circumstances, a district's insurance provider or JPA is responsible for claims management, including investigating, defending, and managing a district's response to a claim presented under the Government Claims Act. The following paragraph requires the Superintendent or designee to immediately forward any claims received to the district's JPA or insurance provider in order to help ensure compliance with any conditions of coverage.

AR 3320(c)

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

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

Review of Contents of the Claim

Note: Most JPAs and insurance carriers provide a claim form. The person submitting the claim need not use the claim form provided by the district but, pursuant to Government Code 910 and 910.2, the claim must contain a signature and all the information listed below.

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

1. The name and post office address of the claimant
2. The post office address to which the person presenting the claim desires notices to be sent
3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted
4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim
5. The name(s) of the district employee(s) causing the injury, damage, or loss, if known
6. The amount claimed if it totals less than \$10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds \$10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case of **\$25,000 or less**.
7. The signature of the claimant or the person acting on ~~his~~^{her} **the claimant's** behalf

Notice of Claim Insufficiency

Note: Pursuant to Government Code 911, if the district, or the JPA or insurance carrier acting on the district's behalf, fails to give notice that the claim is insufficient, as specified below, then the district may not later raise that issue as a defense to the claim.

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

at the address stated in the claim or application, a notice that states the particular defects or omission in the claim. (Government Code 910.8, 915.4)

AR 3320(d)

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Note: Districts should be cautious before rejecting a claim because of insufficiency of information and consult legal counsel and/or the district's JPA or insurance provider, as appropriate. Courts have held that a claim is sufficient as long as enough information is disclosed to allow the district to adequately conduct an investigation of the claim's merits.

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

Amendment to Claims

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

Late Claims

Note: The reference to item #2 in the following paragraph should be deleted if the district has not established district procedures pursuant to Government Code 935 for claims that are specifically exempted in Government Code 905 or adopted a time limitation that is not less than one year (see the accompanying Board policy and item #2 in the section "Time Limitations" above).

For claims under items #2 and #3 in the section "Time Limitations" above, any person who presents a claim late than six months after the accrual of the cause of action shall present, along with the claim, an application to present a late claim. Such claim and the application to present a late claim shall be presented not later than one year after the accrual of the cause of action. (Government Code 905, 911.4)

Note: If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its agent should notify the claimant that "no action" was taken because the claim was presented late. If the Board were to state that the claim was "rejected," this would indicate that the Board had accepted the filing of the late claim and taken action to reject it.

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

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

AR 3320(e)

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

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

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

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

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

Action on Claims

Note: Pursuant to Government Code 945.6, if If the Board formally acts to reject a claim and provides notice of such rejection, the claimant has only six months from the rejection to initiate a lawsuit. If the Board takes no action or fails to provide written notice rejecting the claim, ~~the claim is considered to be rejected,~~ but the claimant then has two years to initiate a suit against the district. The notice of rejection must comply with the notification requirements of Government Code 913 unless the claim has no address on it.

Although the Board takes final action on claims as specified below, such action is based on the evaluation of the claim by the district's insurance provider or JPA.

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

AR 3320(f)

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

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

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected.
2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed.

3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim.
5. If the Board takes no action on the claim, the claim shall be deemed rejected.

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

The Board or its designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall either be personally delivered or mailed to the address stated in the claim or application. (Government Code 913, 915.4)

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CSBA Sample

Board Policy

Business and Noninstructional Operations

BP 3551(a)

FOOD SERVICE OPERATIONS/CAFETERIA FUND

Note: The following policy may be revised to reflect district practice. Pursuant to U.S. Department of Agriculture (USDA) Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773) are **mandated** to adopt policy addressing delinquent meal charges; see the section "Meal Sales" below and the accompanying administrative regulation.

Pursuant to 7 CFR 210.9, 210.14, and 220.7, districts participating in the National School Lunch and/or Breakfast program must maintain a nonprofit school food service program. Revenues received through the program may be used for the operation or improvement of the food service program, but not to construct buildings. Revenues also may not be used to purchase land or buildings, unless otherwise approved by the USDA. Authorized expenditures are **specified in Education Code 38101** and defined in the California Department of Education's (CDE) California School Accounting Manual.

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

(cf. 3311 - Bids)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3552 - Summer Meal Program)

(cf. 5030 - Student Wellness)

Note: The following paragraph is for use by districts that participate in the National School Lunch and/or Breakfast Program and may be adapted for use by other districts. Pursuant to 42 USC 1776 and 7 CFR 210.30, as amended by 84 Fed. Reg. 8247, the USDA has established minimum professional standards for food service personnel directors and granted CDE the authority to adopt more flexible standards for districts with average daily attendance of less than 2,500. With approval from the CDE, more flexible standards may be used in districts with average daily attendance of less than 500 or in districts of any size when hiring a new acting food services director. For more information about professional standards for food service directors, see CDE's Nutrition Services Division Management Bulletin SNP 17-2016. See CDE's Nutrition Services Division Management Bulletin 10-2019 for information about state hiring standards.

The Superintendent or designee shall ensure that all food service personnel director(s) possess the required qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards, and receive ongoing professional development related to the effective management and implementation of the district's food service program in accordance with law.

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

BP 3551(b)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Note: The following paragraph is for use by districts participating in the National School Lunch and/or Breakfast Program. Pursuant to 42 USC 1776, such districts must ensure that food service personnel and other appropriate personnel who conduct or oversee administrative procedures receive training on administrative practices (i.e., training in application, certification, verification, meal counting, and meal claiming procedures) at least once each year. In addition, all food service personnel are required to receive annual training that (1) is designed to improve the accuracy of approvals for free and reduced-price meals and the identification of reimbursable meals at the point of service and (2) includes modules on nutrition, health and food safety standards and methodologies, and any other appropriate topics as determined by the U.S. Secretary of Agriculture. The CDE provides online training that meets these requirements; see the CDE's web site.

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by the California Department of Education (CDE). (42 USC 1776)

Meal Sales

Note: The following section may be revised by districts that have one or more high-poverty schools that operate under the federal universal meal service provision (42 USC 1759a), which provides breakfast and/or lunch free of charge to all students at the school. For further information, see BP/AR-3553 - Free and Reduced Price Meals.

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

Note: Pursuant to Education Code 38082, the Governing Board may adopt a resolution to authorize serving meals to additional persons other than those listed above. CDE's Nutrition Services Division Management Bulletin No. 00-111 states that the Board's policy or resolution must specify the means for serving those persons and indicates that using funds from the National School Lunch or Breakfast Program to serve any nonstudent would be contrary to program goals. The following **optional** paragraph is for districts that have adopted such a resolution and should be revised to reflect district practice.

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

Note: Pursuant to Education Code 38084, the district may determine meal prices consistent with the goal of paying the costs of maintaining the cafeterias (exclusive of the costs of housing and equipping cafeterias or other costs determined by Board resolution, **which are paid from district funds other than the cafeteria fund**, pursuant to Education Code 38100).

Students who meet federal eligibility criteria for the reduced-price meal program cannot be charged more than the amounts listed in 42 USC 1758 and 1773; see AR 3553 - Free and Reduced Price Meals. For information about setting prices for full-price meals, see 42 USC 1760 and CDE's Nutrition Services Division Management Bulletin **USDA-SNP-16-2012 12-2018**.

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FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760. Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation.

(cf. 3553 - Free and Reduced Price Meals)

Note: Pursuant to USDA Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program are **mandated** to have a written and clearly communicated meal charge policy which includes, but is not limited to, policy on the collection of delinquent meal charge debt. See the accompanying administrative regulation for additional language fulfilling this mandate. Pursuant to Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), districts must make the meal charge policy public.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments. Such procedures shall conform with **BP/AR 3553 - Free and Reduced Price Meals**, 2 CFR 200.426, and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public pursuant to **Education Code 49557.5**.

Note: **Education Code 49557.5 requires any district that participates in the National School Lunch and/or Breakfast Program to ensure that students with unpaid meal fees are not shamed or treated differently than other students. For further information, see Pursuant to CDE's Nutrition Services Division Management Bulletin SNP-03-2017, the district's unpaid meals policy must ensure that students with unrecovered or delinquent debt are not overtly identified. In addition, Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), requires any district that participates in the National School Lunch and/or Breakfast Program to ensure that students with unpaid meal fees are not shamed or treated differently than other students.**

In addition, Education Code 49557 requires the Board to approve a plan that ensures students eligible to receive free or reduced-price meals are not treated differently from other students, including, but not limited to, assurance that eligible students will not be overtly identified by the use of special tokens, tickets, or any other means. For additional language addressing this requirement, see **BP/AR 3553 - Free and Reduced Price Meals**.

The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees **or a student who is enrolled in the free or reduced-price meal program** is not overtly identified, **by the use of special tokens, tickets, or other means and is not** shamed, treated differently, or served a meal that differs from the meal served to other students. (Education Code 49557, 49557.5)

Note: Education Code 49557 requires the Board to approve a plan that ensures students eligible to receive free or reduced-price meals are not treated differently from other students, including, but not limited to, assurance that eligible students will not be overtly identified by the use of special tokens, tickets, or any other means. For additional language addressing this requirement, see BP/AR 3553 - Free and Reduced Price Meals.

BP 3551(d)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

~~Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation. Such students shall not be overtly identified or treated differently from other students.~~

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

(cf. 0415 - Equity)

Cafeteria Fund

Note: Pursuant to Education Code 38090, money received for the sale of food or for any services performed by the cafeterias may be paid into the county treasury to the credit of a "cafeteria fund" for the district.

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

Note: Education Code 38103 allows the Board, at its discretion and with the approval of the County Superintendent of Schools who is responsible for a countywide payroll/retirement system under Education Code 42646, to have wages, salaries, and benefits of food service employees paid either from the district's general fund (Option 1 below) or from the district's cafeteria fund (Option 2).

OPTION 1: The wages, salaries, and benefits of food service employees shall be paid from the district's general fund. At any time, the Board may order reimbursement from the district's cafeteria fund for these payments in amounts prescribed by the Board and not exceeding the costs actually incurred. (Education Code 38103)

OPTION 2: The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

Note: The following **optional** paragraph may be revised to reflect district practice. 2 CFR Part 200, Appendix VII and USDA guidance, Indirect Costs: Guidance for State Agencies and School Food Authorities, provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Also see the accompanying administrative regulation.

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and reasonable and necessary indirect program costs as allowed by law.

(cf. 3230 - Federal Grant Funds)

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

460 - Financial Reports and Accountability)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)**Contracts with Outside Services**

Note: The following section is **optional**. Pursuant to Education Code 45103.5, the district is authorized to contract for consulting services related to food service management. 42 USC 1758, 7 CFR 210.16, and Education Code 45103.5 authorize a district, under specified conditions and with approval of the CDE, to contract with a food service management company to manage its food service operation in one or more of its schools. See the accompanying administrative regulation for related requirements.

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

(cf. 3312 - Contracts)

(cf. 3600 - Consultants)

Procurement of Foods, Equipment and Supplies

Note: The following two paragraphs reflect requirements for districts participating in the National School Lunch and/or Breakfast Program. Pursuant to 7 CFR 210.21, districts are required to comply with all requirements for purchasing commercial food products served in the school meal programs, including those outlined in the Buy American provision. ~~This provision indicates~~ **USDA Memorandum SP 38-2017 clarifies** that a district participating in the National School Lunch and/or Breakfast Program or any entity purchasing food on its behalf must, to the maximum extent practicable, purchase domestically grown and processed foods, as defined. According to ~~USDA the~~ **Memorandum SP 24-2016**, a domestic commodity or product is deemed to be "substantially using" domestic agricultural commodities when over 51 percent of the final processed product consists of agricultural commodities produced in the United States.

Limited exceptions to the Buy American requirement are described in USDA Memorandum SP 38-2017. If the district is using one of these exceptions, it must maintain documentation justifying the exception(s).

Pursuant to Education Code 49563, as added by SB 730 (Ch. 571, Statutes of 2017), the CDE is required to make resources, requirements, and best practices related to the Buy American provision available on its web site and to provide districts with related USDA guidance or regulations as updates are issued.

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. *Domestic commodity or product* means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality, or when competitive bids reveal

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception.

Note: Pursuant to Food and Agriculture Code 58595, as added by AB 822 (Ch. 785, Statutes of 2017), a district that solicits bids for the purchase of an agricultural product must give preference for California-grown agricultural products, with certain conditions, as provided below.

Furthermore, the district shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

Note: Pursuant to Public Contract Code 20111, as amended by SB 544 (Ch. 395, Statutes of 2017), districts participating in a federally funded child nutrition program, such as the National School Lunch and/or Breakfast Program, must comply with the federal procurement standards of 2 CFR 200.318-200.326 in regard to bid solicitations and awards. Also see BP/AR 3230 - Federal Grant Funds. Districts that do not participate in such a program may revise the following paragraph.

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

Note: The following paragraph is for use by districts that have one or more schools participating in the National School Lunch Program, School Breakfast Program, Seamless Summer Feeding Option, and/or other federal meal program. The state monitoring process (the Administrative Review) includes a review of district compliance with requirements for federal meal programs, including a review of resource management in the food service program as provided in the following paragraph. Each district is reviewed at least once every three years. See the CDE's nutrition services web site for a current list of documents that may be requested for the review.

During the Administrative Review, CDE will review district policies on charge accounts, alternate meals, unpaid meal charges, and guidelines for continually notifying parents/guardians of these policies.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by the CDE to ensure compliance of the district's food

BP 3551(g)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

service program with federal requirements related to maintenance of the nonprofit school food service account, meal charges, paid lunch equity, revenue from nonprogram goods, indirect costs, and USDA foods.

3555 - Nutrition Program Compliance)

Legal Reference:

EDUCATION CODE

38080-38086.1 Cafeteria, establishment and use
38090-38095 Cafeterias, funds and accounts
38100-38103 Cafeterias, allocation of charges
42646 Alternate payroll procedure
45103.5 Contracts for management consulting services; restrictions
49490-49493 School breakfast and lunch programs
49500-49505 School meals
49554 Contract for services
49550-49564.5 Meals for needy students, especially:
49550.5 Universal breakfast
49554 Contract for services
49580-49581 Food recovery program

FOOD AND AGRICULTURE CODE

58595 Preference for California-grown agricultural products

HEALTH AND SAFETY CODE

113700-114437 California Retail Food Code

PUBLIC CONTRACT CODE

2000-2002 Responsive bidders

20111 Contracts

CODE OF REGULATIONS, TITLE 5

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 42

1751-1769j School lunch programs

1771-1791 Child nutrition, including:

1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 2

200.56 Indirect costs, definition

200.318317-200.326 Procurement standards

200.400-200.475 Cost principles

200 Appendix VII Indirect cost proposals

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

250.1-250.70 USDA foods

Management Resources: (see next page)

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FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Food Distribution Program Administrative Manual

Professional Standards in the SNP and New Hiring Flexibility, NSD Management Bulletin, SNP-10-2019, April 2019

Paid Lunch Equity Requirement and Calculation Tool, NSD Management Bulletin, SNP-12-2018, May 2018

Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, and Additional

Guidance on the Handling of Unpaid Meal Charges, NSD Management Bulletin, SNP-03-2018, February 2018

Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-201
January 2018

Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess
Student Account Balances, NSD Management Bulletin, SNP-03-2017, April 2017

Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015
Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, Bad Debt Policies, and the Handling of Unpaid Meal Charges, NSD Management Bulletin, USDA SNP-06-2015, May 2015
Cafeteria Funds--Allowable Uses, NSD Management Bulletin, NSD-SNP-07-2013, May 2013
Paid Lunch Equity Requirement, NSD Management Bulletin, USDA SNP-16-2012, October 2012
Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, 00-111, July 2000

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

FAQs About School Meals

Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 38-2017, June 2017

Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, September-2016/May 2017

Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017

Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016

Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, September-2016

Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016

Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 24-2016, February 2016

Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014

WEB SITES

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California School Nutrition Association: <http://www.calsna.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

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Policy Reference UPDATE Service

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CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3551(a)

FOOD SERVICE OPERATIONS/CAFETERIA FUND

Note: Districts that have one or more high-poverty schools operating under the federal universal meal service provision (42 USC 1759a), which provides breakfast and/or lunch free of charge to all students at the school (i.e., "universal meal service") at one or more schools pursuant to 42 USC 1759a or Education Code 49550.5 should revise the following administrative regulation accordingly. Also see BP/AR 3553 - Free and Reduced Price Meals.

Payments for Meals

Note: State and federal law (Education Code 49550; 42 USC 1758, 1773) require that all students eligible for free and reduced-price meals receive a reimbursable meal during each school day, which must be the same meal choice offered to noneligible students; see BP/AR 3553 - Free and Reduced Price Meals. California Department of Education (CDE) Nutrition Services Division Management Bulletin SNP-06-201503-2018 clarifies that districts therefore cannot serve an alternate meal (i.e., a meal that is different than the day's advertised meal) to a student eligible for reduced-price meals who does not have the ability to pay or who fails to provide a meal ticket or other medium of exchange on a given day.

In addition to providing meals at no cost to students who are eligible, the district may offer meals at no cost to students who qualify for reduced-price benefits. Districts that choose to eliminate reduced-price meal charges may still claim the meals at the reduced-price rate, but the cost difference between the reduced-price meal and the no-cost meal must be covered by the district's cafeteria fund. Districts that choose to do so may modify the following paragraph accordingly. For more information, see the U.S. Department of Agriculture's (USDA) Memorandum SP 17-2014.

The following section includes recommendations of the CDE's Nutrition Services Division Management Bulletin and the USDA's "FAQs About School Meals" on the USDA's web site and may be revised to reflect district practice.

With the exception of students who are eligible to receive meals at no cost, students may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3552 - Summer Meal Program)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3555 - Nutrition Program Compliance)

Note: CDE's program monitoring process (the Administrative Review) requires districts to continually notify parents/guardians of district policies regarding meal payments, including charge accounts and alternate meals if applicable. Districts should, at a minimum, inform parents/guardians at the beginning of the school year and on an ongoing basis of district practices for students who have lost or forgotten their meal payment. In addition, districts should set up a system for notifying parents/guardians when a student's meal payment account has a low or negative balance.

AR 3551(b)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

According to USDA's Memorandum SP-23-2017, the district's policy on delinquent meal payments must be communicated in writing to all households at the start of each school year and to households transferring to the school during the school year. CDE's Nutrition Services Division Management Bulletin SNP-03-2017 states that, at a minimum, districts should use the methods specified below to communicate the district's meal policy.

At the beginning of the school year, and whenever a student enrolls during the school year, parents/guardians shall be notified of the district's meal payment policies and be encouraged to prepay for meals whenever possible. The Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of applications at the start of the school year
4. Posting the policy on the district's web site
5. Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance

(cf. 1113 - District and School Web Sites)

(cf. 5145.6 - Parental Notifications)

Note: The following optional paragraph may be revised to reflect district practice. According to the USDA's "FAQs About School Meals," any district that participates in the National School Lunch and/or Breakfast Program and has one or more schools which use a system of meal tickets (or tokens, cards, or other similar medium of exchange) may limit the number of lost or stolen tickets it will replace for students each school year, as long as the limit is set at three or more. However, such a limit may only be established if

the school (1) advises students and parents/guardians of the district's rules regarding replacement tickets at the beginning of the school year and/or when applications for free and reduced-price meals are distributed or approved; (2) **maintains a list of students who have reported lost and stolen tickets and the number of occurrences for each student**; (2) (3) issues at least one advance warning to the student or ~~his/her~~ the student's parent/guardian prior to refusing to issue a replacement ticket; and (3) (4) does not deny meals to prekindergarten or younger primary students or students with disabilities who may be unable to take full responsibility for their meal tickets. Although these requirements apply only to students who qualify for free or reduced-price meals, the USDA recommends that districts apply the same limits for students who pay full price for their meals in order to ensure that needy students are not overtly identified because of a disparate ticket replacement policy.

AR 3551(c)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

In any school that uses a system of meal tickets or other similar medium of exchange rather than an electronic point-of-sale system, the Superintendent or designee shall develop a process for providing replacement tickets to any student who reports ~~his/her~~ a tickets as lost or stolen. However, whenever any student reports an excessive number of lost or stolen tickets, the Superintendent or designee shall notify the parent/guardian and may provide an alternative method of tracking meal usage for that student.

In order to avoid potential misuse of a student's food service account by someone other than the student in whose name the account has been established, the Superintendent or designee shall verify a student's identity when setting up the account and when charging any meal to the account. The Superintendent or designee shall investigate any claim that a bill does not belong to a student or is inaccurate, ~~shall not require a student to pay a bill that appears to be the result of identity theft~~, and shall open a new account **as appropriate with a new account number** for a student whose account appears to **have been misused** ~~be the subject of identity theft~~.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Note: Pursuant to CDE's Nutrition Services Division Management Bulletin SNP-03-2017, districts must ensure that students who are approved for reduced-price meals receive all meals that are paid for. Any excess payments must be either carried over or refunded to the parents/guardians. The following paragraph extends this provision to also apply to students paying for full-price meals.

Any payments made to a student's food service account shall, if not used within the school year, be carried over into the next school year or be refunded to the student's parents/guardians.

Unpaid and Delinquent Meal Charges

Note: The following section reflects requirements applicable to districts participating in the National School Lunch and/or Breakfast Program and may also be used by districts that do not participate in the program. Pursuant to USDA Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program are **mandated** to have a written and clearly communicated meal charge policy which includes, but is not limited to, policy on the collection of delinquent meal charge debt. Such policy may be consistent for all students or vary by grade level. The following section may be revised to reflect district practice.

~~Pursuant to Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), the district must notify parents/guardians within 10 days of a negative balance in their child's school meal account. Prior to sending the notification to the parent/guardian, the district must exhaust all options and methods to certify the student for free or reduced-price meals. The district is required to reimburse meal fees paid by the parent/guardian during any time that the student would have been eligible for free or reduced-price meals, to the extent that the expense is reimbursable under the National School Lunch Program.~~

AR 3551(d)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

At its discretion, the district may choose to also notify parents/guardians before the student's meal account reaches a negative balance. The following paragraph may be modified to reflect district practice.

No later than 10 days after a student's school meal account has reached a negative balance, the Superintendent or designee shall so notify the student's parent/guardian. Before sending this notification, the district shall exhaust all options and methods to directly certify the student for free or reduced-price meals. If the district is not able to directly certify the student, the notice to the parent/guardian shall include a paper copy of, or an electronic link to, an application for free or reduced-price meals and the Superintendent or designee shall contact the parent/guardian to encourage submission of the application. (Education Code 49557.5)

Note: Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), prohibits the use of a debt collector to collect unpaid school meal fees.

The district may attempt to collect unpaid school meal fees from a parent/guardian, but shall not use a debt collector. (Education Code 49557.5)

Note: The following optional paragraph reflects CDE guidance in its Nutrition Services Division Management Bulletin SNP-03-2017.

The Superintendent or designee may enter into an agreement with a student's parent/guardian for payment of the student's unpaid meal charge balance over a period of time. As necessary, the repayment plan may allow the unrecovered or delinquent debt to carry over into the next fiscal year.

The district shall not direct any action toward a student to collect unpaid school meal fees. (Education Code 49557.5)

Note: CDE's Nutrition Services Division Management Bulletin SNP-03-2017 requires that the district's unpaid meal policy conform with the cost principles set forth in 2 CFR 200.426, as provided below.

The district's efforts to collect debt shall be consistent with district policies and procedures, California Department of Education (CDE) guidance, and 2 CFR 200.426. The district shall not spend more than the actual debt owed in efforts to recover unpaid meal charges.

Note: Pursuant to CDE's Nutrition Services Division Management Bulletins ~~SNP-06-2015~~ and SNP-03-2017, delinquent debt must be reclassified as bad debt and written off as an operating loss if it is not paid by the end of the fiscal year in which the debt was incurred, unless the district enters into a repayment plan with the parent/guardian prior to the end of the fiscal year or the debt occurs fewer than 90 days prior to the end of the fiscal year. Federal funds are not available to reimburse the district for bad debt. Districts are required to maintain related records in accordance with 7 CFR 210.9 and 210.15.

AR 3551(e)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

The Superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.

Reimbursement Claims

Note: To streamline administration of state and federal meal programs, CDE has developed an online Child Nutrition Information and Payment System which must be used to submit reimbursement claims and to submit and track the status of applications and USDA food requests.

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free, reduced-price, and full-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to CDE using the online Child Nutrition Information and Payment System.

Donation of Leftover Food

Note: The following section is **optional** and may be revised to reflect district practice. Health and Safety Code 114079, as amended by SB 557 (Ch. 285, Statutes of 2017), authorizes districts to provide "sharing tables" where food service staff, students, and faculty may return appropriate food items which may then be shared with other students or donated to a food bank or any other nonprofit charitable organization.

To minimize waste and reduce food insecurity, the district may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

(cf. 3510 - Green School Operations)

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

Cafeteria Fund

Note: Education Code ~~38094~~ 38093 authorizes the Governing Board to establish one or more cafeteria revolving accounts to be treated as revolving cash accounts of the cafeteria fund.

AR 3551(f)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. The income and expenditures of any cafeteria revolving account established by the Governing Board shall be recorded as income and expenditures of the cafeteria fund. (Education Code 38090, ~~38094~~ 38093)

(cf. 3100 - Budget)

(300 - Expenditures and Purchases)

Note: Education Code 38101, as amended by AB 3043 (Ch. 593, Statutes of 2018), permits a district, with approval from CDE, to utilize cafeteria funds to pay for the purchase of a mobile food facility. However, if the district uses federal reimbursements from any of the federal child nutrition programs for such purchase, the mobile food facility shall only be

used to support the administration of those federal programs. Mobile food facilities used for any purposes other than to support the administration of federal child nutrition programs shall not be purchased with cafeteria funds.

The cafeteria fund shall be used only for those expenditures authorized by the Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

Note: The following optional paragraph is for use by districts that choose to provide universal breakfast (free of charge to all students) at one or more schools. Pursuant to Education Code 49550.5, as added by AB 3043, districts may use cafeteria funds to supplement the cost of providing universal breakfast provided they submit the required certification to CDE. The requirement to submit certification does not apply to any district that provides universal breakfast pursuant to a federally authorized provision (e.g., Provision 1, 2, or 3 or the Community Eligibility Provision of the National School Lunch Act).

With CDE approval, the district may use cafeteria funds to supplement the provision of universal breakfast. On or before July 1 of each year, the district shall submit to CDE a Board-signed application certifying that breakfast will be provided to all students at no charge and that any cost above the amount provided in federal reimbursement will be covered by the district with nonfederal funds. (Education Code 49550.5)

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the expenditure's purpose and basis. (Education Code 38101)

(cf. 3110 - Transfer of Funds)

Note: The following optional paragraph may be revised to reflect district practice. 2 CFR Part 200 Appendix VII and USDA guidance SP 60-2016, Indirect Costs: Guidance for State Agencies and School Food Authorities, provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Indirect costs are those that are incurred for the benefit of multiple programs or objectives and typically support administrative overhead functions (e.g., accounting, payroll, purchasing, utilities, janitorial services). Each program or objective that benefits from the indirect cost bears a commensurate portion of the cost. Costs may be charged to the nonprofit food service account only if properly documented.

AR 3551(g)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate as approved by CDE or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

Note: Pursuant to 7 CFR 210.7 210.14 and 220.14 220.7, net cash resources (i.e., all monies that have accrued to the nonprofit school food service at any given time, less cash payable) should not exceed three months average expenditures. If there is a surplus, then according to USDA guidance, Indirect Costs: Guidance for State Agencies and School Food Authorities, the district must lower the price of paid lunches, improve food quality, or make other improvements to school meal operations. CDE's Nutrition Services Division Management Bulletin NSD-SNP-07-2013 provides that the spending plan developed by the district under such circumstances must be approved by the CDE.

Net cash resources in the nonprofit school food service shall not exceed three months average expenditures. (~~2 CFR 220.14~~) (7 CFR 210.14, 220.7)

U.S. Department of Agriculture Foods

Note: The following optional section is for use by districts that participate in the National School Lunch Program and receive foods from the USDA pursuant to 42 USC 1755 and 7 CFR 250.1-250.70. CDE is responsible for ordering and distributing USDA foods

for use in California schools. Pursuant to 42 USC 1758, USDA must ensure that foods offered through this program reflect the most recent Dietary Guidelines for Americans.

The district shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14)

The Superintendent or designee shall ensure that foods received through the U.S. Department of Agriculture (USDA) are handled, stored, and distributed in facilities which: (7 CFR 250.14)

1. _____ Are sanitary and free from rodent, bird, insect, and other animal infestation
2. _____ Safeguard foods against theft, spoilage, and other loss
3. _____ Maintain foods at proper storage temperatures
4. _____ Store foods off the floor in a manner to allow for adequate ventilation
5. _____ Take other protective measures as may be necessary

AR 3551(h)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

Contracts with Outside Services

Note: The following **optional** section is for use by districts that contract for food service management services pursuant to Education Code 49554, 42 USC 1758, or 7 CFR 210.16 or consulting services pursuant to Education Code 45103.5, and should be modified to reflect the type(s) of contracts in the district maintains; see the accompanying Board policy.

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services, including prices to be charged to students for meals, and

shall monitor the food service operation through periodic on-site visits. The district shall not enter into a contract with a food service company to provide a la carte food services only, unless the company agrees to offer free, reduced-price, and full-price reimbursable meals to all eligible students. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

(cf. 3312 - Contracts)

(cf. 3515.6 - Criminal Background Checks for Contractors)

(cf. 3600 - Consultants)

AR 3551(i)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4212 - Appointments and Conditions of Employment)

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CSBA Sample Administrative Regulation

Certificated Personnel

AR 4117.7(a)
4317.7

EMPLOYMENT STATUS REPORTS

Note: Education Code 44030.5 and 44242.5, as added and amended by AB 449 (Ch. 232, Statutes of 2013), and 5 CCR 80303, as amended by Register 2014, No. 14, require the Superintendent to make a report to the Commission on Teacher Credentialing (CTC) when the employment status of a certificated employee has been changed as a result of alleged misconduct or while an allegation of misconduct is pending. Upon notification by the district or other specified agencies, the CTC may conduct a review and take an adverse action against the certificated employee, including, but not limited to, suspension or revocation of the credential.

Pursuant to 5 CCR 80303, the report must be made regardless of any proposed or actual agreement, settlement, or stipulation between the district and the employee not to make such a report. The report must also be made if the allegations are withdrawn in consideration of the employee's resignation, retirement, or other failure to contest the truth of the allegations.

Pursuant to Education Code 44030.5 and 5 CCR 80303, as amended, the Superintendent's failure to make the report of the change in employment status or to notify the affected employee of the contents of 5 CCR 80303 would be considered unprofessional conduct and, if it is determined that the Superintendent refused or willfully neglected to make the report, he/she the Superintendent may be found guilty of a misdemeanor and fined.

The Superintendent shall report to the Commission on Teacher Credentialing (CTC) any change in the employment status of a certificated employee who, while working in a position requiring a credential and as a result of an allegation of misconduct or while an allegation of misconduct is pending: (Education Code 44030.5, 44242.5; 5 CCR 80303)

1. Is dismissed or nonreelected

(cf. 4116 - Probationary/Permanent Status)

(cf. 4117.6 - Decision Not to Rehire)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

2. Resigns

(cf. 4117.2/4217.2/4317.2 - Resignation)

3. Is suspended or placed on unpaid administrative leave for more than 10 days as a final adverse employment action

4. Retires

5. Is otherwise terminated by a decision not to employ or reemploy

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

AR 4117.7(b)
4317.7

EMPLOYMENT STATUS REPORTS (continued)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Note: Pursuant to Education Code 44030.5 and 44242.5, as added and amended by AB 449 (Ch. 232, Statutes of 2013), a change in employment status due solely to unsatisfactory performance or a reduction in force does not require a report to the CTC.

This report is not required when the change in employment status is due solely to unsatisfactory performance pursuant to Education Code 44932 or a reduction in force pursuant to Education Code 44955-44958. (Education Code 44030.5, 44242.5; 5 CCR 80303)

(cf. 4115 - Evaluation/Supervision)

(cf. 4117.3 - Personnel Reduction)

Note: Education Code 44030.5 requires the Superintendent to submit the report to the CTC within 30 days of the change in employment status. 5 CCR 80303, as amended by Register 2014, No. 14, requires the CTC to acknowledge receipt of the report within 30 days of receipt.

5 CCR 80303, as amended, describes the contents that must be included in the report. The report should be made using a notification form available on the CTC's web site and attaching relevant documents, evidence, and materials related to the district's investigation of the misconduct.

When required, the report of a change in employment status shall be submitted not later than 30 days after the employment action. The report shall be made using a form provided by the CTC and shall include all known information about each alleged act of misconduct by the employee. The report shall contain the name and current address of the certificated employee, name of the district, last school or district assignment, an explanation of the allegation of misconduct or pending allegation of misconduct, current contact information for all persons who may have information relating to the alleged misconduct, and any and all documentation related to the case. (Education Code 44030.5; 5 CCR 80303)

Upon a change in employment status as a result of alleged misconduct or while an allegation of misconduct is pending, the Superintendent shall, in writing, inform the employee of the contents of 5 CCR 80303. (5 CCR 80303)

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

Additional Reports of Employee Misconduct

Note: Notification forms for the reports specified in items #1-2 below are available on the CTC's web site.

The Superintendent or designee shall submit a report to the CTC, using a form provided by the CTC and attaching all relevant documents, whenever:

EMPLOYMENT STATUS REPORTS (continued)

Note: Pursuant to Education Code 44940, the district must notify ~~the~~ CTC when an employee has been charged in court with a "mandatory leave of absence offense," defined as a sex or drug offense specified in Education Code 44940 **or a violation or attempted violation of Penal Code 187 (murder)**. Also see ~~BP/~~AR 4118 - Dismissal/Suspension/Disciplinary Action. Upon receiving notification from the district regarding any such offense, ~~the~~ CTC will automatically suspend the employee's credential. Education Code 44423.5 also requires ~~the~~ CTC to suspend an individual's credential upon receiving notice that another state has taken final action to revoke the individual's credential.

1. An employee, by complaint, information, or indictment filed in court, is charged with a "mandatory leave of absence offense," defined as a sex or drug offense specified in Education Code 44940 **or violation or attempted violation of Penal Code 187 (murder)**. (Education Code 44242.5, 44940, 44940.5)

Not later than 10 days after receipt of such a complaint, information, or indictment regarding an employee, the Superintendent or designee shall forward a copy of the received documents to ~~the~~ CTC. In addition, ~~he/she~~ **the Superintendent or designee** shall report to ~~the~~ CTC any action taken in connection with extending the employee's mandatory leave beyond the initial period. (Education Code 44940, 44940.5)

Note: According to ~~the~~ CTC's notification form, submission of this notification to ~~the~~ CTC does not relieve the district of the obligation to also submit an employment status report of the same misconduct when the district takes disciplinary action resulting in a change in employment status.

If the offense results in a change in employment status, the Superintendent shall submit an employment status report in addition to the report of the mandatory leave of absence offense.

2. An employee refuses, without good cause, to fulfill a valid employment contract, or departs from district service without the consent of the Superintendent or Governing Board. (Education Code 44242.5, 44420)

Note: Education Code 44242.5 gives ~~the~~ CTC authority to review any of the violations described in items #1-3 below upon receiving notice from a district. Since the law does not require districts to report these violations to ~~the~~ CTC, the district should revise the following list to identify the types of violations that it will report and then ensure consistent implementation.

As appropriate, the Superintendent or designee also shall notify ~~the~~ CTC of any of the following:

Note: Pursuant to Education Code 44242.5, ~~the~~ CTC will not consider action on the basis of alleged sexual misconduct (item #1 below) unless there is evidence in the form of a written or oral declaration under penalty of perjury that confirms the personal knowledge of the declarant regarding the acts alleged to constitute misconduct.

EMPLOYMENT STATUS REPORTS (continued)

1. A complaint filed with the district regarding a certificated employee's alleged sexual misconduct (Education Code 44242.5)

(cf. 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions)

The notice to ~~the~~ CTC shall contain all of the following information: (5 CCR 80304)

- a. Name of the employee alleged to have engaged in the sexual misconduct
- b. Name, age, and address of each victim of the alleged sexual misconduct
- c. A summary of all information known to the district regarding the alleged sexual misconduct
- d. A summary of the action, if any, taken at the district level in response to the complaint of sexual misconduct

(cf. 1312.1 - Complaints Concerning District Employees)

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

(cf. 5145.7 - Sexual Harassment)

2. An employee's knowing and willful use of school records of student data in connection with, or in implicit or explicit attempts to recruit a student to be a customer for, any business owned by the certificated employee or in which the certificated employee is an employee (Education Code 44242.5, 44421.1)

(cf. 5125 - Student Records)

3. An employee's knowing and willful reporting of false fiscal expenditure data relative to the conduct of any educational program (Education Code 44242.5, 44421.5)
4. An employee's subversion or attempt to subvert any licensing examination or the administration of a examination (Education Code 44242.5, 44439)

Legal Reference: (see next page)

AR 4117.7(e)
4317.7

EMPLOYMENT STATUS REPORTS (continued)

Legal Reference:

EDUCATION CODE

44009 Conviction of specified crimes

44010 Sex offense, definitions

44011 Controlled substance offense, definitions

44030.5 Employment status reports

44225 Powers and duties of the CTC

44 44242.5 Reports and review of alleged misconduct

44420-44440 Adverse actions by CTC against credential holder
44932 Causes for dismissal
44940 Sex offenses and narcotic offenses; compulsory leave of absence
44940.5 Compulsory leave of absence
44955-44958 Reduction in force

PENAL CODE

187 Murder

CODE OF REGULATIONS, TITLE 5

80303 Reports of change in employment status, alleged misconduct
80304 Notice of sexual misconduct

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California's Laws and Rules Pertaining to the Discipline of Professional Certificated Personnel, 2013-2019

WEB SITES

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

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

(11/08 4/14) 7/19

Policy Reference UPDATE Service

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CSBA Sample Board Policy

Classified Personnel

BP 4218(a)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION

Note: The following policy is for use by districts that have not incorporated the merit system for classified employees pursuant to Education Code 45240-45320. For procedures applicable to districts that have incorporated the merit system, see BP/AR 4218.1 - Dismissal/Suspension/Disciplinary Action (Merit System).

The following policy is subject to collective bargaining and may be deleted or revised by any district whose collective bargaining agreement covers classified employee dismissal, suspension, and other disciplinary action.

The Governing Board expects all employees to perform their jobs satisfactorily and to exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or

unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, and administrative regulation.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 4000 - Concepts and Roles)
(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4200 - Classified Personnel)

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

(cf. 4030 - Nondiscrimination in Employment)
(cf. 4112.6/4212.6/4312.6 - Personnel Files)
(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

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

~~At any time prior to the expiration of the probationary period, the Superintendent or designee may, at his/her discretion, dismiss a probationary classified employee from district employment. A probationary employee shall not be entitled to a hearing. A probationary classified employee may be dismissed by the Superintendent or designee at any time prior to the expiration of the probationary period.~~

(cf. 4216 - Probationary/Permanent Status)

BP 4218(b)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

Note: Education Code 45113 **mandates** districts not incorporating the merit system to prescribe, by **written rule or regulation, causes and procedures** for disciplinary action against permanent classified employees. Also see the **accompanying administrative regulation.**

Permanent classified employees shall be subject to ~~personnel disciplinary action (suspension without pay, demotion, reduction of pay step in class, dismissal)~~ only for cause **as specified in the accompanying administrative regulation.** The Board's determination of the sufficiency of the cause for disciplinary action shall be ~~conclusive.~~ (Education Code 45113)

Procedures for Disciplinary Proceedings

Note: The following section should be revised to reflect district practice. Pursuant to Education Code 45113 and 45116, a permanent classified employee must be given notice of any recommendation for disciplinary action against the employee, including a time period during which the employee may request a hearing on the charges. See the section "Initiation and Notification of Charges" in the accompanying administrative regulation.

Pursuant to Education Code 45113, the Governing Board may delegate its authority to determine whether sufficient cause exists for disciplinary action against classified employees, excluding peace officers as defined in Penal Code 830.32, to an impartial third-party hearing officer. Hearings conducted by the Board or a hearing officer are not subject to the procedures

used by the Office of Administrative Hearings pursuant to Government Code 11500-11529. The following section is for use by boards who conduct their own hearing and should be revised by boards that use a hearing officer.

As amended by AB 2234 (Ch. 996, Statutes of 2018), Education Code 45113 requires the Board to delegate its authority to an administrative law judge in cases involving allegations of egregious misconduct with a minor. Egregious misconduct is defined as immoral conduct leading to an allegation of a sex offense pursuant to Education Code 44010, a controlled substance offense pursuant to Education Code 44011, or child abuse or neglect pursuant to Penal Code 11165.2-11165.6. In conducting hearings on such matters, the administrative law judge is required to comply with Education Code 44990-44994, as added by AB 2234, pertaining to the testimony of minor witnesses.

If a permanent classified employee receives a notice from the Superintendent or designee of a recommended suspension, demotion, involuntary reassignment, or dismissal, the employee may request a Board hearing on the matter.

If the employee fails to ~~file a notice of appeal~~ **request a hearing** within the time specified **in the notice**, ~~in these rules, he/she shall be the employee~~ **is deemed to have waived his/her the right to appeal do so**, and the Board may order the recommended ~~personnel disciplinary~~ **action** into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board, ~~All hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California.) except in those cases where the Board determines to hear the appeal itself.~~ **except that, if the matter involves an allegation of egregious misconduct as defined in**

BP 4218(c)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

Education Code 44932 and involves a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. (Education Code 45113, 45312)

(cf. 3515.3 - District Police/Security Department)

~~In any case in which the Board hears the appeal, the Board may use the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, the Board shall affirm, modify or revoke the recommended personnel action.~~

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

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

(cf. 9321 - Closed Session)

The employee shall be entitled to appear personally, produce evidence, and ~~have counsel.~~ ~~The employee shall be~~ ~~entitled to a public hearing if he/she demands it when the Board is hearing the appeal.~~ The complainant may also be represented by **legal** counsel. ~~The procedure entitled "Administrative Adjudication" commencing with Government Code 11500 shall not apply to any such hearing before the Board or a hearing officer.~~

The Board may use the services of its legal counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. The Board or the hearing officer may review and consider the records of any prior personnel action proceedings against the employee in which a personnel disciplinary action was ultimately sustained and any records that were contained in the employee's personnel files and introduced into evidence at the hearing. Neither the Board nor a hearing officer shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.

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

BP 4218(d)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

If the appeal is heard Following the hearing by the Board, the Board shall affirm, modify, or revoke-reject the recommended personnel disciplinary action recommended by the Superintendent or designee. The decision of the Board shall be in writing and shall contain findings of fact and the personnel disciplinary action approved, if any. The decision of the Board shall be final.

If the appeal is heard by a hearing officer, he/she shall prepare a proposed decision in a form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within 10 days after the proposed decision is filed by the Board. The Board may:

- (1) — Adopt the proposed decision in its entirety.
 - (2) — Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision.
 - (3) — Reject a proposed reduction in personnel action, approve the personnel action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.
 - (4) — Reject the proposed decision in its entirety.
- d. — If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision, as provided in item "7e" above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to each party within 10 days after the proposed decision is filed by the Board.
- e. — In arriving at a decision or a proposed decision on the propriety of the proposed personnel action the Board or the hearing officer may consider the records of any prior personnel action proceeding against the employee in which a personnel action was ultimately sustained and any records that were contained in the employee's personnel files and introduced into evidence at the hearing.

8. ~~Hearing Decision~~

~~The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.~~

BP 4218(e)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

~~The decision of the Board shall be certified to the Superintendent or designee who recommended the personnel action, and he/she shall enforce and follow this decision. Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the appellant or his/her employee and/or designated representative personally or by registered mail. The decision of the Board shall be final.~~

In cases involving an allegation of egregious misconduct, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

Legal Reference:

EDUCATION CODE

35161 *Delegation of powers and duties*

44009 *Conviction of specified crimes*

44010 *Sex offense*

44011 *"Controlled substance offense" defined*

44031 Personnel file

44940 *Leave of absence; employee charged with mandatory or optional leave of absence offense*

44940.5 *Compulsory leave of absence; procedures; extension; compensation; bond or security; reports*

44990-44994 Testimony of minor witnesses at dismissal or suspension hearings

45101 *Definitions (including "disciplinary action," "cause")*

45109 *Fixing of duties*

45113 *Rules and regulations for classified service in districts not incorporating the merit system*

45123 *Employment after conviction of sex or narcotics offense*

45124 Dismissal of sexual psychopath

45202 Transfer of accumulated sick leave and other benefits following dismissal

45240-45320 Merit system, classified employees

CODE OF CIVIL PROCEDURE

1286.2 *Grounds for vacating decision of arbitrator*

GOVERNMENT CODE

11500-11529 *Administrative adjudication*

12900-12996 *Fair Employment and Housing Act*

54957 *Brown Act open meeting laws; closed session*

HEALTH AND SAFETY CODE

11054 *Schedule I; substances included*

11055 *Schedule II; substances included*

11056 *Schedule III; substances included*

11357-11361 *Marijuana*

11363 *Peyote*

11364 *Opium*

11370.1 *Possession of controlled substances with a firearm*

Legal Reference continued: (see next page)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

Legal Reference: (continued)

PENAL CODE

187 Murder

667.5 Sex offenders

830.32 Peace officers employed by district

1192.7 Violent or serious felony

11165.2-11165.6 Child abuse or neglect, definitions

VEHICLE CODE

1808.8 School bus drivers: dismissal for safety-related cause

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

COURT DECISIONS

California School Employees Association v. Bonita Unified School District, (2008) No. B200141

California School Employees v. Livingston Union School District, (2007) 149 Cal.App 4th 391

CSEA v. Foothill Community College District, (1975) 52 Cal. App. 3rd 150, 155-156, 124 Cal. Rptr-830 (1975)

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Policy Reference UPDATE Service

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CSBA Sample Administrative Regulation

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION**Termination of Probationary Employment**

Note: In accordance with Education Code 35161, the Board can delegate to the Superintendent or designee the authority to dismiss probationary classified employees as set forth below.

At any time prior to the expiration of the probationary period, the Superintendent or designee may, at his/her discretion, dismiss a probationary classified employee from district employment. A probationary employee shall not be entitled to a hearing.

Involuntary Suspension Without Pay, Demotion, Reduction of Pay Step in Class, or Dismissal of Permanent Classified Employees

Permanent classified employees shall be subject to personnel action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

Causes for Disciplinary Action

Note: The following section should be revised to reflect district practice. Education Code 45113 mandates districts not incorporating the merit system to prescribe, by rule or regulation, causes for disciplinary action against permanent classified employees. Pursuant to Education Code 45101, such employees may be disciplined only for cause as so prescribed. In merit system districts, causes for suspension or dismissal are those designated by rule of the commission and those specified in Education Code 45303. If negotiated collective bargaining agreements contain different provisions for employee discipline, those negotiated agreements would take precedence over this regulation for those employees covered by the collective bargaining agreements.

1. Causes

In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this district, each of the following constitutes cause for personnel action against a permanent classified employee: A permanent classified employee may be subject to suspension, demotion, involuntary reassignment, or dismissal for one or more of the following causes:

Note: Pursuant to Education Code 45122.1, 45123, and 45124, districts that use the merit system may not employ or continue to employ anyone who has been convicted of a specified sex offense, controlled substance offense, or violent or serious offense as defined described in item #1, except for employees who have been rehabilitated or had their conviction reversed or the charges dismissed. In addition, these districts may not employ anyone who has been convicted of a controlled substance offense unless the Board determines from the evidence it requires that the person has been rehabilitated for at least five years. Also see AR 4112.5/4212.5/4312.5 - Criminal Record Check.

AR 4218(b)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

- ~~k-1.~~ Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6

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

(cf. 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions)
(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)

~~f.3. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a district employee. against any student or other employee~~

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

~~p.4. Violation of or refusal to obey state or federal law or regulation, district, Board or departmental rule, policy, or district or school procedure.~~

~~a.5. Falsifying Falsification of any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.~~

~~b.6. Unsatisfactory performance Incompetency.~~

~~e. Inefficiency.~~

7. Unprofessional conduct

~~f.8. Dishonesty.~~

~~d.9. Neglect of duty or absence without leave.~~

~~e.10. Insubordination.~~

~~f. Dishonesty.~~

AR 4218(c)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

~~g.11. Drinking alcoholic beverages Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to cause any detrimental effect upon affect the employee's performance or upon employees associated with him/her.~~

(cf. 4020 - Drug and Alcohol-Free Workplace)
(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)
(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)
(cf. 4159/4259/4359 - Employee Assistance Program)

Note: The following cause for disciplinary action deliberately makes no mention of drug addiction. It is not against the law to be an addict, and punishing someone for being an addict could lead to discrimination claims under the Americans with Disabilities Act.

h. — Possessing or being under the influence of a controlled substance at work or away from work, or furnishing a controlled substance to a minor.

— Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.

j. — Absence without leave.

k. — Immoral conduct

l. — Discourteous treatment of the public, students, or other employees.

m. — Improper political activity.

n. — Willful disobedience.

o.12. **Destruction or misuse of district property.**

(cf. 4040 - Employee Use of Technology)

p. — Violation of district, Board or departmental rule, policy, or procedure.

q.13. **Failure to possess or keep in effect fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.**

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4212 - Appointment and Conditions of Employment)

AR 4218(d)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

r. — Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.

Note: Pursuant to the federal Americans with Disabilities Act (42 USC 12101-12213) and the state's Fair Employment and Housing Act (Government Code 12900-12996), the district has a duty to reasonably accommodate qualified employees with known disabilities, except when such accommodation would cause an undue hardship to the district. This accommodation is not required for individuals who are not otherwise qualified for the job.

s.14. A physical or mental **disability condition** which precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law regulating the retirement of employees.

()30 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

t. ~~Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a district employee.~~

u-15. ~~Unlawful~~ Retaliation against any other district officer or employee or member of the public person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job or directly related thereto.

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

16. **Violation of Education Code 45303 or Government Code 1028 (advocacy of communism)**

v-17. Any other ~~failure of good behavior either during or outside of duty hours~~ **misconduct** which is of such nature that it causes discredit or **injury** to the district or ~~his/her~~ **the employee's position employment.**

An employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student, or for refusing to infringe on a student's protected conduct, when that student is exercising free speech or press rights pursuant to Education Code 48907 or 48950. (Education Code 48907, 48950)

(cf. 5145.2 - Freedom of Speech/Expression)

AR 4218(e)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

~~Except as defined in item "s" above, no personnel~~ **No disciplinary** action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district. **(Education Code 45113)**

(cf. 4216 - Probationary/Permanent Status)

2. ~~Initiation and Notification of Charges~~

Note: ~~In districts not incorporating the merit system, Education Code 45113 mandates the Board districts to adopt disciplinary procedures which contain provisions for giving classified employees a written notice of specific charges, procedures, and employee rights. the employee's right to a hearing on those charges, the time within which the hearing may be requested, and a card or paper to complete to request a hearing.~~

~~The Superintendent or designee may initiate a personnel action as defined herein against a permanent classified employee.~~

~~In all cases involving a personnel action, the person initiating the action~~ **The Superintendent or designee shall file a written any recommendation of personnel for a disciplinary action in writing with the Governing Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.**

~~The recommendation notice shall, in ordinary and concise language, include:~~ **inform the employee of the specific charge(s) or cause(s) for the disciplinary action, the specific acts and omissions upon which the**

action is based, and, if applicable, the district rule or regulation that the employee has allegedly violated. In addition, the notice shall include the employee's right to a hearing on those charges, the time within which the hearing may be requested which shall be not less than five days after service of the notice to the employee, and a card or paper which the employee may sign and file to deny the charges and request a hearing. (Education Code 45113, 45116)

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

- a. ~~— A statement of the nature of the personnel action (suspension without pay, demotion, reduction of pay step in class, or dismissal).~~
- b. ~~— A statement of the cause or causes for the personnel action, as set forth above.~~
- c. ~~— A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the district is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.~~

AR 4218(f)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

- d. ~~— A statement of the employee's right to appeal the recommendation and the manner and time within which the appeal must be filed.~~
- e. ~~— A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.~~

3. ~~Employment Status Pending Appeal or Waiver~~

~~Except as provided herein, any employee against whom a recommendation of personnel action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending his/her appeal, or waiver thereof. If the Superintendent or designee determines that a permanent classified employee should be dismissed and that his/her continuing in active duty status would present an unreasonable risk of harm to students, staff, or property while proceedings are pending, the Superintendent or designee may order the employee immediately suspended from duty without pay in conjunction with the recommendation of personnel action. This suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance.~~

~~Except in cases of emergency when the employee must be removed from the premises immediately, the Superintendent or designee shall give the employee written notice of the proposed recommendation of dismissal at least five calendar days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal. This notice shall state that immediate suspension without pay is being considered, the reasons for the proposed dismissal and proposed immediate suspension without pay, materials upon which the proposed action is based, and the employee's right to respond to the Superintendent or designee orally or in writing before the final recommendation and order are issued.~~

4. Time Limit of Suspension

~~Except for a suspension imposed under #3 above, any suspension invoked under these rules against any one person for one or more periods shall not aggregate more than 90 calendar days in any 12-month period; however, this time limitation shall not apply to cases in which a personnel action of dismissal is modified by the Board to a suspension.~~

5. ~~Right to Appeal Request for Hearing~~

Note: ~~In California School Employees Association v. Livingston Union School District, a district's policy, pursuant to Education Code 45113, required that the employee be provided written notice of his right to request a hearing on the charges within five days "after service of the notice." The notice was delivered via~~

AR 4218(g)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

~~certified mail to the employee's post office box, but the employee did not actually receive the notice until several months later. The district denied the employee's late request for a hearing on the grounds that it was not received within five days from the date the notice was mailed. The court held that the district's notice was invalid because it was not "reasonably calculated" to notify the employee of the action and to afford him an opportunity to request a hearing. Thus, when calculating the five-day response timeline, districts should be careful to ensure that the notice has first been received by the employee. As provided in the section "Initiation and Notification of Charges" above, Education Code 45113 requires that the notice of disciplinary action include the time within which a hearing may be requested, which cannot be less than five days after service of the notice to the employee. In California School Employees Association v. Livingston Union School District, the appeals court ruled that the district failed to provide due process to an employee when it denied the employee the opportunity to request a hearing based on the employee's failure to respond within five days after service of the notice. The district's policy had established the date of "service of the notice" as the date of mailing, but the employee was a 10-month employee who was out of town when the notice was delivered. The court held that the notice was not "reasonably calculated" to provide an opportunity to timely request a hearing. Thus, it is recommended that districts use the date of the employee's receipt of the notice as the date upon which the five-day response period begins.~~

~~Within five calendar days after receiving the time specified in the notice of the recommendation of personnel disciplinary action described above, the employee may appeal request a hearing on the charges by signing and filing the card or paper included with the recommendation notice. (Education Code 45113)~~

~~Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of appeal the request for a hearing. A notice of appeal is filed only by delivering the The notice of appeal request shall be delivered to the office of the Superintendent or designee during normal work hours of that office. A notice of appeal may be If mailed to the office of the Superintendent or designee, it but must be received or postmarked no later than the time limit stated herein specified by the district. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any appeal of the recommendation of request for a hearing on the dismissal shall also constitute an appeal of a request to hear the suspension order, and the necessity of the suspension order shall be an issue in the appeal hearing.~~

~~If the employee fails to file a notice of appeal within the time specified, in these rules, he/she shall be deemed to have waived his/her right to appeal, and the Board may order the recommended personnel action into effect immediately.~~

3. ~~Employment Status Pending a Hearing Appeal or Waiver~~

~~Except as provided herein, any A classified employee against whom a recommendation of personnel disciplinary action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position~~

pending his/her appeal, or waiver thereof. pending any hearing on the charges, unless If the Superintendent or designee determines

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DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

that a permanent classified employee should be dismissed and that his/her continuing the employee's **continuance** in active duty status would present an unreasonable risk of harm to students, staff, or property. ~~while proceedings are pending, the~~ The Superintendent or designee may, **in writing**, order the employee immediately suspended from duty without pay in conjunction with the recommendation of personnel action. This suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance.

6. Amended/Supplemental Charges

~~At any time before an employee's appeal is finally submitted to the Board or to a hearing officer for decision, the complainant may, with the consent of the Board or hearing officer, serve on the employee and file with the Board an amended or supplemental recommendation of personnel action. If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.~~

7. Hearing Procedures

a. ~~The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and have counsel. The employee shall be entitled to a public hearing if he/she demands it when the Board is hearing the appeal. The complainant may also be represented by counsel. The procedure entitled "Administrative Adjudication" commencing with Government Code 1150 shall not apply to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.~~

b. ~~All hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California) except in those cases where the Board determines to hear the appeal itself. In any case in which the Board hears the appeal, the Board may use the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, the Board shall affirm, modify or revoke the recommended personnel action.~~

AR 4218(i)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

e. ~~If the appeal is heard by a hearing officer, he/she shall prepare a proposed decision in a form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within 10 days after the proposed decision is filed by the Board. The Board may:~~

~~(1) Adopt the proposed decision in its entirety.~~

~~(2) Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision.~~

~~(3) Reject a proposed reduction in personnel action, approve the personnel action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.~~

~~(4) Reject the proposed decision in its entirety.~~

d. ~~If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision, as provided in item "7c" above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to each party within 10 days after the proposed decision is filed by the Board.~~

e. ~~In arriving at a decision or a proposed decision on the propriety of the proposed personnel action, the Board or the hearing officer may consider the records of any prior personnel action proceedings against the employee in which a personnel action was ultimately sustained and any records that were contained in the employee's personnel files and introduced into evidence at the hearing.~~

8. Hearing Decision

~~The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.~~

~~The decision of the Board shall be certified to the Superintendent or designee who recommended the personnel action, and he/she shall enforce and follow this decision.~~

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DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

~~A copy of the decision shall be delivered to the appellant or his/her designated representative personally or by registered mail. The decision of the Board shall be final.~~

4. Time Limit of Suspension

~~Except for a suspension imposed under #3 above, any suspension invoked under these rules against any one person for one or more periods shall not aggregate more than 90 calendar days in any 12-month period; however, this time limitation shall not apply to cases in which a personnel action of dismissal is modified by the Board to a suspension.~~

OPTION 1 – Nonmerit System Districts

9. ~~Compulsory Dismissal~~

~~Note: This section applies to districts that have not adopted the merit system. Pursuant to Education Code 45123, these districts may not employ or continue to employ anyone who has been convicted of any sex offense as described below. In addition, these districts may not employ anyone who has been convicted of a controlled substance offense as described below unless the Board determines from the evidence it requires that the person has been rehabilitated for at least five years.~~

~~The district shall not employ or retain in employment any person who has been convicted of any sex offense as defined in Education Code 44010 or any controlled substance offense as defined in Education Code 44011. However, the district may employ a person convicted of a controlled substance offense if the Board determines from the evidence it requires that the person has been rehabilitated for at least five years. If any such conviction is reversed and the person acquitted or charges dismissed except as otherwise provided below, the employee may be reemployed by the district, although reemployment is not a guarantee. (Education Code 45123)~~

~~The district reserves the right to dismiss an employee for any acts upon which the original criminal charges were based, despite the disposition by the courts. If dismissal is recommended and upheld, an employee will not be reemployed or compensated for the time he/she was suspended unless otherwise required by law. An employee shall be given notice of the possibility of not being reimbursed during mandatory suspension if he/she is ultimately dismissed for the acts upon which the original charges were based.~~

OPTION 2 – Merit System Districts

0 ~~Compulsory Leave of Absence~~

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DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

~~Note: Education Code 45304 requires that the Board in merit system districts immediately place on compulsory leave of absence any district or county office of education employee who is charged with a "mandatory leave of absence offense" as defined in Education Code 44940. Mandatory leave offenses are sex offenses and offenses involving the furnishing of certain drugs to minors. The Board may require compulsory leave for an employee charged with an "optional leave of absence offense." Optional leave of absence offenses are offenses involving murder, attempted murder, and the possession or sale of certain drugs. State law requires that classified employees in merit system districts and certificated employees be immediately placed on compulsory leave of absence following conviction for certain offenses specified in Education Code 44940, and gives districts discretion to place such employees on leave for other specified offenses. Although existing state law does not explicitly provide for application to classified employees in nonmerit system districts, such districts have authority pursuant to Education Code 45113 to establish causes for suspension or dismissal. The following section may be revised to reflect district practice.~~

~~Employees charged with a "mandatory leave of absence offense" as defined in Education Code 44940 shall be placed immediately on compulsory leave of absence for not more than 10 days after entry of judgment in the criminal proceedings, unless the leave is extended as provided below. (Education Code 45304)~~

~~Employees charged with an optional leave of absence offense as defined in Education Code 44940 may be placed immediately on compulsory leave of absence under the terms and conditions stated below. (Education Code 45304)~~

~~Despite the disposition of criminal charges, the Board reserves the right to dismiss an employee for the facts upon which the criminal charges were based. An employee ultimately found guilty by the Personnel Commission to have committed the acts upon which the original charges were based may be dismissed. If so dismissed, the employee is not entitled to compensation during the time of his/her suspension, unless otherwise required by law. An employee shall be given notice of the possibility of being dismissed without pay during the compulsory suspension if he/she is ultimately found guilty of the acts leading to the criminal charges, despite the disposition of the charges by the court.~~

Upon being informed by law enforcement that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes:

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187 (murder or attempted murder)
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

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DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols.

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal.

10. Extension of Compulsory Leave

Note: Pursuant to Education Code 45304, employees placed on compulsory leave are subject to the procedures of Education Code 44940.5.

The Board may extend an employee's compulsory leave of absence by giving him/her notice, within 10 days after the entry of judgment in the proceedings, that he/she will be dismissed in 30 days unless he/she demands a hearing. Employee compensation during the period of compulsory leave shall be made in accordance with law. (Education Code 44940.5)

(3/90 6/94) 7/19

Policy Reference UPDATE Service

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California State University, Chico
 School of Education
 Hamilton City Unified School District
 Paid Internship Agreement

This agreement is between Hamilton City Unified School District (“District”) and California State University, Chico (“University”), who may be referred to collectively as the parties. The District is authorized under Education Code 44320 et seq., to cooperate with institutions of higher education in providing training and experience to credential candidates who hold an intern credential, or are participating in an alternative paid internship position (“Paid Intern”). This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Program through which University students who hold an intern credential from the California Commission on Teacher Credentialing, or are participating in an alternate paid internship position (“Paid Interns”) will gain experience in the public school setting. University employs one or more experienced credentialed teachers, administrators, or doctoral candidates who have agreed to provide direct classroom supervision and support to Paid Interns and Local Support Teachers. Such individuals may be referred to below as *University Supervisors*.

I. TERM OF THE AGREEMENT

- A. This Agreement shall remain in effect for a term of three (3) years beginning August 1, 2019 and ending July 31, 2024 unless terminated sooner. Either party may terminate this Agreement on 30 days’ written notice to the other party.

II. RECITALS

- A. University operates a program for the education and training of candidates pursuing a California Preliminary Education Specialist (Mild/Moderate and Moderate/Severe) Teaching Credential, and Preliminary Multiple Subject Teaching Credential or Preliminary Single Subject Teaching Credential with English Learner Authorization (ELA) and is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer intern options in these programs.

III. CTC REQUIREMENTS FOR SUPPORT AND SUPERVISION OF INTERN TEACHERS

- A. In 2013, the California Commission on Teacher Credentialing (CTC) adopted policies that specify the number of hours of general support and supervision, as well as additional specific English Learner support and supervision, which must be provided to Paid Interns. The regulations (California Education Code §44321; 5 Cal. Code Reg. § 80033) were approved and made part of law effective 2014.
- B. Under the approved regulations, the University and District must:
1. Identify a Local Support Teacher or other designated individual who meet the CTC’s specified criteria prior to a Paid Intern’s start date.
 2. Provide a minimum of 144 hours per year (72 hours per semester) of support/mentoring and supervision must be provided to each Paid Intern including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies.

- a. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.
3. Provide an additional 45 hours per year (23 hours per semester) of support/mentoring and supervision specific to meeting the needs of English Learners is required for a Paid Intern who enters the program without a valid English learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner Authorization or Cross-Cultural, Language and Academic Development (CLAD) Certificate. The additional hours of support can be provided by the credential program and/or the district employed Local Support Teacher. The individual(s) providing this support must hold a valid California Teaching Credential with a valid English Learner Authorization or Cross-Cultural Language and Academic Development (CLAD) Certificate.
 - a. A minimum of one hour of support/mentoring and supervision specific to English Learners must be provided to the Paid Intern every five instructional days.
 - b. More information regarding the types of activities that count towards these support hours may be found at <http://www.csuchico.edu/soe/documents/Intern%20Checklist.pdf>.
4. As per California Education Code section 44462, the site must meet the minimum salary specifications for an intern and may reduce the intern's salary by up to one-eighth to offset intern support.

IV. DISTRICT AND/OR SCHOOL ADMINISTRATOR RESPONSIBILITIES:

- A. District will submit to University's School of Education a *School District Letter of Intent to Hire* (Exhibit A). Visit University School of Education's website <http://www.csuchico.edu/soe/> for more information.
- B. District will provide each Paid Intern with a certified, experienced district-employed Local Support Teacher who will work collaboratively with the University Supervisor to support the Paid Intern in achieving competency in the teaching performance expectations prior to the Paid Intern's first day as a teacher of record. District will provide documentation to the University of appropriate credentialing of district-employed Local Support Teacher as needed. The Local Support Teacher must:
 1. hold valid clear or life California teaching credential and valid English Learner Authorization that authorizes them for the subject and services they are providing (credential subject area must align with the subject area being pursued by the intern; teachers with preliminary credentials are ineligible),
 2. have a minimum of three years of successful K-12 teaching experience,
 3. be recognized and recommended by the site administrator as an qualified and effective teacher,
 4. be an effective communicator and collaborator with other professional teachers, and
 5. commit to creating a diverse, democratic, and socially responsible society in which every student is valued.

- C. District will identify a district-employed Local Support Teacher, and will complete the *Local Support Teacher Information Form* (Exhibit B). Form will be submitted to University's School of Education prior to the Paid Intern's start date.
- D. District will provide new teacher orientation, on-going support and other clinical/professional experiences for Paid Interns teaching within the District under the supervision of a district-employed Local Support Teacher.
- E. District will provide release time and compensation for the Paid Intern and Local Support Teacher for participation in District group/regional group meetings and professional development activities including time to observe other exemplar teachers teaching in their classrooms as per section III.B.
- F. District will pay University a sum of \$1,500 per semester per Paid Intern.
- G. District will immediately notify University if the District has knowledge of or suspects any professional or ethical violations by a Paid Intern. University will cooperate with District in any investigation concerning the reported violation.
- H. District will instruct Paid Intern in school policies regarding child abuse reporting, sexual harassment and professional conduct.
- I. District, in conjunction with University's School of Education, and in compliance with CTC requirements, shall develop and implement an appropriate professional development plan for the Paid Intern. District will advise the Paid Intern in developing an individual academic program plan for completion of the credential program within two years, as determined by the issuance date of the Intern Credential and meet the requirements for the preliminary credential being sought.
- J. Support the completion of the Intern Requirement Checklist, and in consultation with the School of Education, develop and implement an appropriate Professional Development Plan for the intern, in compliance with CTC requirements.
- K. District will notify the University of any changes in employment during the internship;
- L. Release the intern from employment if the School of Education determines that the terms of the internship are not being met.
- M. District will review details and pre-requisite requirements for becoming a Paid Intern found at www.csuchico.edu/soe/intern, and verify that the proposed teaching position:
 - i. is in a public school district or public charter school;
 - ii. is a regular teaching position authorized by the standard credential which the credential candidate is pursuing;
 - iii. does not displace any certificated employees in the school district;
 - iv. is at least 50% of a full-time position;
 - v. is appropriate for the subject matter competence of the credential candidate;
 - vi. is supported by the local bargaining unit representing district teachers;
 - vii. is hired through an alternative authorization to teach while the Intern Credential is being processed, if necessary; and
 - viii. is assigned a reasonable teaching load for a teacher- in-training, and protected from extracurricular and case-overload demands.

V. UNIVERSITY DUTIES

- A. University will work collaboratively with the District's Human Resource Department, School Site Administration, and staff in the assignment of the Paid Intern placement.
- B. Where required, University will guarantee that Paid Interns have met California Commission for Teacher Credentialing (CTC) requirements for an Intern Credential (Certificate of Clearance, Basic Skills subject matter competence, U.S. Constitution) and University requirements (satisfactory completion of course work that meets the CTC pre-service requirement, a copy of the district offer of employment) prior to recommending the candidate for an Intern Credential.
- C. University will provide a description of the courses to be completed within two years by the Paid Intern, a plan for the completion of the pre-service or other clinical training including student teaching, and guidance regarding the completion of other requirements necessary for the preliminary credential, if applicable;
- D. University will assign a University Supervisor who will observe the Paid Intern's on-site teaching at least four times during the semester(s), submit written observations, review lesson plans, and write a final evaluation.
- E. Provide support and supervision assistance with 72 hours of support/mentoring, and, if necessary, 23 hours of additional English Learner training (required if intern does not already hold an English Learner Authorization) each academic term.
- F. University Supervisor will confer regularly with District and site administration and district-employed Local Support Teacher through meetings, telephone calls, and/or e-mail.
- G. University will immediately notify appropriate District and site administration if University administration has knowledge of, or suspects any professional or ethical violations by a Paid Intern. District will cooperate with University in any investigation concerning the reported violation.
- H. University will guarantee that the Paid Intern and the University Supervisor have appropriate finger printing and background check clearance.
- I. University will instruct Paid Interns in *California Department of Education Child Abuse Identification & Reporting Guidelines*.
- J. For each Paid Intern District employs, University will invoice District in December, for the fall semester, and May, for the spring semester. District will pay university within 30 days of receipt of invoice.

VI. DISTRICT DISCRETION

- A. It is at the sole discretion of the District to hire a University candidate for a Paid Intern position and to terminate the assignment in accordance with District policies and procedures. The District will notify the University of any review that could result in termination. The University will notify the CTC to withdraw the intern credential of a Paid Intern who is terminated by the District.

VII. LIABILITY INSURANCE & WORKERS' COMPENSATION

- A. The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Paid Interns, and naming District as an additional named insured under

such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance with no exclusion for molestation or abuse at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty Million Dollars (\$20,000,000) in aggregate throughout the course of this Agreement.

- B. Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on any individuals considered as employees of University working at District pursuant to this Agreement at all times during the course of this Agreement.
- C. University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.
- D. The University is permissibly self-insured through the State of California for automobile liability.
- E. The District shall maintain automobile liability, general liability, workers' compensation and errors and omissions liability coverages for themselves and their respective employees. Errors or omissions liability coverage shall include coverage for negligence relating to alleged sexual misconduct and shall be on an occurrence basis. Automobile liability coverage must apply to owned, non-owned and hired automobiles. The required coverage may be provided by way of adequately documented individual or pooled self-insurance.
- F. The District shall be named as an additional insured or covered party on the liability coverages maintained by the University, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.
- G. District shall maintain workers' compensation coverage applicable to its employees, including Paid Interns.

VIII. INDEMNIFICATION

- A. University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.
- B. District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such

liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

IX. ADDITIONAL PROVISIONS

- A. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
- B. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall venue in the county where the District is located.
- C. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
- D. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (attorney fees and costs) incurred in the lawsuit or legal action as allowed by law.
- E. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
- F. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
- G. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one agreement.

X. NOTICES

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first class mail to the following addresses:

For the University:	For the Community Organization:
California State University, Chico Director of Procurement & Contract Services 400 W. 1 st St. Chico, CA 95929-0244	Hamilton City Unified School District Jeremy Powell Superintendent 620 Canal Street Hamilton City, CA 95951

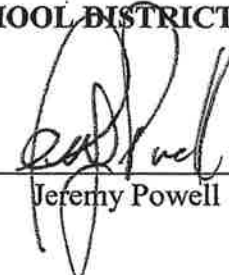
XI. THIS AGREEMENT may at any time be altered, changed, or amended by mutual consent of the parties in writing.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

CALIFORNIA STATE UNIVERSITY, CHICO

HAMILTON CITY UNIFIED SCHOOL DISTRICT

By _____
 Deborah Summers, Associate Dean
 College of Communication and Education

By  _____
 Jeremy Powell

By _____
 Sara Rumiano, Director
 Procurement and Contract Services

Title Superintendent

Date _____

Date 8-6-19

LETTER OF INTENT TO HIRE FROM DISTRICT

Letter must be prepared on district letterhead. Letters that are not original or do not follow this template, will not be accepted.

DATE: _____

TO: Dr. Rebecca Justeson, Director
 School of Education
 California State University, Chico
 Chico, CA 95929-0222



SUBJECT: Intent to Hire Paid Intern Teacher

This letter verifies that this district intends to hire a Paid Intern.

Paid Intern name: _____

School site: _____ CDS code: _____

County: _____ Position full-time or percent of full-time: _____

Credential sought: Education Specialist Multiple Subject Single Subject

Subject(s)/Specialization(s): _____ or self-contained classroom

Grade level(s): _____ Beginning date: _____ Ending date: _____

(Note: Ending date cannot be after the term in which the Paid Intern will complete the credential program.)

The District and the University will collaborate in the support and performance assessment of the Paid Intern. The Paid Intern and the hiring school district have verified fulfillment of the following Commission on Teacher Credentialing requirements for an Intern Credential, as outlined in the **Paid Internship Agreement**.

School Site Information

Legal Name of School Site:
Authorized School site Administrator Name and Title:
Street Address
City, State, Zip

Sincerely,

Human Resources/Personnel Director Signature _____

Human Resources/Personnel Director Name _____

Phone: _____ Email: _____



LOCAL SUPPORT TEACHER INFORMATION FORM

Local Support Teachers are dedicated professionals who work closely with University Supervisors to help Paid Interns become successful teachers by providing supervision, guidance, and instruction as described in the District and/or School Administration Responsibilities of the *Paid Internship Agreement*.

Please complete this form and return to the prospective intern candidate.

Local Support Teacher (LST) Name: _____
Must have a least three years of teaching experience.

LST Responsibilities:

1. Meet with the intern and University Supervisor at the beginning of the semester to create a cooperative plan for fulfilling each party's responsibilities.
2. Support the intern a minimum of two hours per five instructional days and a minimum of 72 hours each academic term in a variety of content areas, as verified on the Intern Requirement Checklist. This plan should include a schedule of:
 - a. classroom visits and observations,
 - b. conferences with intern (and with University Supervisor when requested), and
 - c. other training as needed.
3. Provide an additional 23 hours of support each academic term regarding English learners, if required (this is in addition to the 72 hours of support required each academic term; see Intern Requirement Checklist).
4. Schedule additional time with the intern as needed. Be available to provide assistance and answer the intern's questions.
5. Write and submit at least two observation reports of the intern's teaching during each semester of the internship. Require written lesson plans; discuss and approve plans before the observed lessons are implemented.
6. Understand the aims, structure, and procedures of the professional education program.
7. Demonstrate willingness to work with School of Education faculty via orientation sessions, three-way conferences, and ongoing communication.
8. Introduce the intern to members of the local school community and acquaint the intern with school regulations and procedures.

District Name: _____

School Site Name: _____

School Site Email: _____ Phone: _____

Current grade level assignment: _____ Years at this level: _____

Current subject matter assignment: _____

Total years of teaching experience: _____

Credentials/Certificates held (check all that apply):

Preliminary credentials are not permitted nor do they qualify for a Local Support Teacher.

- Multiple Subject
- Single Subject Subject Area(s): _____
- Education Specialist Specialization: _____
- English Learner (EL) Authorization type: _____
- CTC Credential Document Number(s): _____

Supplementary or Subject Matter Authorization(s): _____

Is your credential Clear/Life? Yes No

Highest degree held: Bachelor's Master's Doctorate

Have you previously served as a Local Support or Cooperating Teacher? Yes No

Please describe your previous supervision experience, if any: _____

Paid Intern Name: _____

I have read and agree to fulfill the Local Support Teacher Responsibilities as outlined in the Paid Internship Agreement and as detailed above.

Signature: _____

Date: _____



Paid Intern Requirements Checklist

1. Paid Interns complete the same program and meet the same requirements as regular credential students, except that the teaching practica are completed as an employed classroom teacher.
2. Before seeking a Paid Internship, students must meet **all** of the Commission on Teacher Credential (CTC) admission requirements including acceptance to Graduate Studies and to the appropriate credential program, exams, pre-service requirements, and prerequisite courses (see below). **These requirements are determined by the CA Education Code and the CTC; there are no exceptions.**
3. Paid Interns must seek employment and complete the hiring process themselves – the School of Education does not find intern positions. To qualify for a teaching practicum, the student must be hired by the school district as a **Paid Intern**, not as a long-term substitute or on any other authorization.
4. Permission of the Intern Advisor and Director of the School of Education are required when applying for an internship, which must be satisfactory for a teaching practicum experience. It is the student's responsibility to meet with the Intern Advisor to verify that all requirements are met (see below).
5. A paid internship requires an *Intern Credential*, granted by the CTC. Before beginning employment, the Paid Intern is responsible for completing this application process.

Paid Intern pre-qualifications and pre-requisites:

- Hold a bachelor's degree (granted before employment begins);
- Admission to the university Office of Graduate Studies;
- Acceptance into the appropriate credential program;
- Completion of all prerequisite coursework, including 120 pre-service hours;
- Hold English Language Authorization or agree to satisfy annual 45-hour annual requirement during the program;
- Verification of passage of Basic Skills Requirement (e.g. CBEST or CSET Writing Skills);
- Verification of Subject Matter Competence in subject area to be taught (e.g. CSET or waiver);
- Passage of U.S. Constitution course or exam;
- Fingerprint clearance (e.g. Certificate of Clearance);
- Release (written or email) from current Cooperating Teacher, if needed;
- Verification that school district is within the Chico State Service Area;
- Permission of Intern Advisor and School of Education Director (signatures at bottom of this checklist);
- Submission of an original letter of intent to hire from a school district;
- Credential Request for Recommendation Form and \$25 check made out to CSU, Chico; and
- Submission of a Memorandum of Understanding regarding hiring a distance supervisor, if necessary.

Final requirements before you can receive your Intern Credential and begin teaching:

- Promptly submit and pay for online application for your credential, when requested by the CTC via email.

Requirements during the internship:

- Document number of support hours and submit a record of such to Intern Advisor at the end of every semester during the internship
(<https://www.csuchico.edu/soe/documents/Intern%20Checklist.pdf>);
- Work with the School of Education Program Coordinator to design an academic program plan for completion of the credential program within two years, as determined by the issuance date of the Intern Credential;
- Complete all coursework in the timeframe and class format (e.g. in-person classes, Zoom courses, etc.), as prescribed by individual course instructors;
- Notify the School of Education of any changes in employment during the internship;
- Maintain continuous enrollment in required credential coursework for the duration of the internship, and maintain good standing in the credential program and the University;
- Meet all general credential obligations, as required of non-intern candidates;
- Communicate with school site and district personnel to ensure compliance with all employment requirements and responsibilities;
- Acknowledge that any relevant information regarding job performance and/or academic achievement may be shared between the employer and the School of Education; and
- Promptly complete all necessary paperwork for the internship, including that required by the Commission on Teacher Credentialing.

I have discussed all of the requirements for an internship with the Intern Coordinator. I understand the requirements and my responsibilities. (Please keep a copy of this document for your records.)

Candidate Name	Candidate Signature	Date
----------------	---------------------	------

I have advised the above student and will approve the proposed internship if all requirements are met.

School of Education Intern Coordinator Signature	Date
--------------------------------------------------	------

School of Education Director Signature	Date
----------------------------------------	------

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2019-2020.

RESOLUTION

BE IT RESOLVED that the Governing Board of Hamilton Unified School District

authorizes entering into local agreement number CSPP-9102 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Jeremy Powell</u>	<u>Superintendent</u>	_____
<u>Kristen Hamman</u>	<u>Chief Business Official</u>	_____
_____	_____	_____

PASSED AND ADOPTED THIS 28th day of August, 2019, by the Governing Board of Hamilton Unified School District of Glenn County, in the State of California.

I, Wendall Lower, Clerk of the Governing Board of Hamilton Unified School District, of Glenn County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a Regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

August 28, 2019
(Date)

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
Hamilton Unified School District		29-4432719
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
Dr. Jeremy Powell, Superintendent		
<i>Date Executed</i>	<i>Executed in the County of</i>	
August 28, 2019	Glenn	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's

Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i> 29-4432719
<i>Proposer/Bidder Firm Name (Printed)</i> Hamilton Unified School District		
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Dr. Jeremy Powell, Superintendent		
<i>Date Executed</i> August 28, 2019	<i>Executed in the County and State of</i> Glenn	



L AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2019

CONTRACT NUMBER: CSPP-9102

PROGRAM TYPE: CALIFORNIA STATE
 PRESCHOOL PROGRAM

PROJECT NUMBER: 11-7656-00-9

CONTRACTOR'S NAME: HAMILTON UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 19-20, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2019 through June 30, 2020. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$48.28 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$138,970.00.

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 2,878.0
 Minimum Days of Operation (MDO) Requirement 178

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2019.asp>

STATE OF CALIFORNIA		CONTRACTOR				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING				
TITLE Contract Manager		ADDRESS				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 138,970	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-7656					
TOTAL AMOUNT ENCUMBERED TO DATE \$ 138,970	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2019			FISCAL YEAR 2019-2020
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590						
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER		DATE				

RESOLUTION NO. 19-20-102
(August 28, 2019 Regular Meeting)

**A RESOLUTION OF THE GOVERNING BOARD
OF HAMILTON UNIFIED SCHOOL DISTRICT**

**REGARDING SUFFICIENCY OF INSTRUCTIONAL MATERIALS
FOR 2019/20 SCHOOL YEAR**

Whereas, the Governing Board of the Hamilton Unified School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on August 28, 2019 at 6:00 p.m., which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the Governing Board provided at least 10 days' notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

Whereas the Governing Board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders (if the district of county office has a bargaining unit) in the public hearing, and;

Whereas, information provided at the public hearing and to the Governing Board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all student, including English learners, in the district, and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

Whereas, sufficient textbooks and instructional material were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- Mathematics
- Science
- History-Social Science
- English/language arts, including the English language development component of an adopted program

Whereas, sufficient textbooks or instructional material were provided to each pupil enrolled in foreign language or health classes, and;

Whereas, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

Therefore, it is resolved that for the 2018/19 school year, the Hamilton Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

APPROVED, PASSED, and ADOPTED by the Governing Board of the Hamilton Unified School District this 28th day of August 2019.

AYES:

NOES:

ABSENT:

ABSTAIN:

est:

Wendall Lower, Clerk Governing Board
Hamilton Unified School District

Dr. Jeremy Powell, Superintendent
Hamilton Unified School District

**CERTIFICATION OF PROVISION OF STANDARDS-ALIGNED
INSTRUCTIONAL MATERIALS
FOR 2019/20 SCHOOL YEAR**

The local Governing Board of the Hamilton Unified School District hereby certifies that as of this date, each pupil in the District in kindergarten through grade twelve has been provided with a standards-aligned textbook or basic instructional materials in each of the following areas:

- History-Social Science
- Mathematics
- Reading/language arts
- Science

The instructional materials were adopted by the local governing board following district review of the materials and their alignment with state content standards as required by CCR, *Title 5*, Section 9531.

For students in kindergarten through grade eight, the instructional materials were purchased from an approved standards-aligned state adoption list as required by CCR, *Title 5*, Section 9531.

Certification was approved by the local governing board at a public meeting held on August 28, 2019.

AYES:

NOES:

ABSENT:

ABSTAIN:

Attest:

Wendall Lower, Clerk Governing Board
Hamilton Unified School District

Dr. Jeremy Powell, Superintendent
Hamilton Unified School District

Hamilton Unified School District

620 Canal Street
P.O. Box 488
Hamilton City, CA 95951

Charles Tracy, Superintendent

(530) 826-3261
(530) 826-0440 (Fax)
www.husdschools.org

TO: Glenn County Office of Education Business Department

FROM: Hamilton Unified School District

SUBJECT: Annual District Designees

DATE: August 28, 2019

The following persons are authorized, as required by Education Code 42632 and 42633, to sign vendor warrant registers, payroll registers, and budget transfers to be submitted to the Glenn County Schools Office for payment of vendors, employees and transfers of budgeted funds for the fiscal year 2019-2020.

1. Dr. Jeremy Powell _____
2. Kristen Hamman _____
3. Cris Oseguera _____
4. Kathryn Thomas _____



7/17/2019

A Cost Analysis Prepared For:
Hamilton Unified School District
Option#1 Separate Leases

Current Situation

Canon iRAC5250_High School
 Canon iRA8295_Elementary
 Canon iRA6255_Elementary
 Canon iRA4235_Community Day
 Canon iR3235_Ella
 Canon iRA8585i_High School (New machine, not upgrading)

Total average monthly payment **\$4,023.31**
 (includes all service and supplies)

Proposed Solution

Canon iRAC5550_High School
 Canon iRA8585_Elementary
 Canon iRA6555_Elementary
 Canon iRA4535_Community Day
 Canon iRA4535_Ella
 Canon iRA8585i_High School (keep on separate lease)

Total average monthly payment **\$3,238.28**
 (includes all service and supplies)

Monthly savings with new solution **\$785.03**
 Annual savings **\$9,420.40**
 Savings over term of agreement **\$47,101.99**

What's Included

5 new Canon units listed above
 uniFLOW upgrade for all new units
 uniFLOW licensing for existing iRA8585
 uniFLOW server migration (labor discounted 25%)
 5 years software assurance for all uniFLOW licensing
 All project management, configuration, deployment and training

The above price comparison excludes CA. sales tax
 RMC will pick up and return equipment to leasing company at no cost to HUSD

7/17/2019

A Cost Analysis Prepared For:
Hamilton Unified School District
Option#2 Combine Leases

Current Situation

Canon iRAC5250_High School
 Canon iRA8295_Elementary
 Canon iRA6255_Elementary
 Canon iRA4235_Community Day
 Canon iR3235_Ella
 Canon iRA8585i_High School (New machine, not upgrading)

Total average monthly payment **\$4,023.31**
 (includes all service and supplies)

Proposed Solution

Canon iRAC5550_High School
 Canon iRA8585_Elementary
 Canon iRA6555_Elementary
 Canon iRA4535_Community Day
 Canon iRA4535_Ella
 Canon iRA8585i_High School (combine with new lease)

Total average monthly payment **\$3,234.62**
 (includes all service and supplies)

Monthly savings with new solution **\$788.69**
 Annual savings **\$9,464.33**
 Savings over term of agreement **\$47,321.66**

What's Included

5 new Canon units listed above
 uniFLOW upgrade for all new units
 uniFLOW licensing for existing iRA8585
 uniFLOW server migration (labor discounted 25%)
 5 years software assurance for all uniFLOW licensing
 All project management, configuration, deployment and training

The above price comparison excludes CA. sales tax
 RMC will pick up and return equipment to leasing company at no cost to HUSD

BOARD AGENDA ITEM-ACTION ITEM

HAMILTON HIGH SCHOOL SITE EXPANSION-SITE SURVEY

As a part of both CEQA and DTSC studies for the property proposed as the Hamilton High School Site Expansion, the District is required to define the boundaries of the proposed expansion. This requires a survey, which in this case would be a preliminary ALTA survey (as the proposed property hasn't been parceled yet). District staff contacted four surveying firms (North Star Engineering, George Warren Engineering & Surveying, Chuck Harris Surveying and Robertson Erickson Civil Engineering & Surveying) to solicit proposals. Robertson Erickson was the only firm to submit a proposal; the other firms cited workload or other reasons for not submitting.

Robertson Erickson proposes to complete an ALTA survey of the entire parcel, including the area proposed for purchase by the District. The area considered for acquisition will be further surveyed to fix its boundaries, so that the Board knows exactly what it is negotiating for and purchasing, and so that the CEQA and DTSC studies will have defined boundaries. At the time of final purchase, the owner will need to do a lot split of the larger parcel, and a final survey of the finished lot will be completed.

Robertson Erickson proposes a price of \$6,500.00, and anticipates that the field work and write-up will be completed by the middle of September 2019.

District staff recommend approval.