

**HAMILTON UNIFIED SCHOOL DISTRICT
BOARD MEETING
AGENDA**

**Hamilton High School Library
Wednesday, April 17, 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 earlier than 6:00 p.m.

1.0 OPENING BUSINESS:

Call to order and roll call

_____ Gabriel Leal, President
_____ Genaro Reyes

_____ Hubert "Wendall" Lower, Clerk
_____ Ray Odom

_____ Rod Boone

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. Government Code Section 54957 (b), Personnel Issue. To consider the employment, evaluation, reassignment, resignation, dismissal, or discipline of a classified and certificated employees.
2. Government Code Section 54957.6, Labor Negotiations. To confer with the District's Labor Negotiator, Superintendent Charles Tracy regarding HTA and CSEA negotiations.
3. 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.
4. *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: Charles Tracy, 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.
 - a. SSDA report out from members who attended
2. ASB President and Student Council President Reports.
 - a. Hamilton High School, Ofelia Flores
 - b. Hamilton Elementary School, Ximena Hernandez
3. District Reports (written)
 - a. Food Service Report by LeAnn Radtke (written)
 - b. Operations Report by Marc Eddy (written)
 - c. Technology Report by Derek Hawley (written)
4. Principal and Dean of Student Reports
 - a. Kathy Thomas, Hamilton Elementary School Principal (Written)
 - b. Maria Reyes, District Dean of Students (Written)
 - c. Cris Oseguera, Hamilton High School Principal (Written)
5. Chief Business Official Report by Diane Holliman (Written)
6. Superintendent Report by Charles Tracy
7. Introduction of District Managers
8. RFEP Celebration, presented by Maggie Sawyer.
9. Seal of Biliteracy, presented by Chris Oseguera

10. Upcoming School Board Meetings:

- i. Wednesday, May 22, 2019
 - ii. Wednesday, June 12, 2019 (LCAP/Budget Public Hearing)
 - iii. Wednesday, June 26, 2019 (LCAP/Budget Approval)
- a. Holidays:
- a. Monday, May 27, 2019 – Memorial Day

8.0 **PRESENTATIONS:**

1. Sofia Ojeda – Senior Project Presentation.

9.0 **CORRESPONDENCE:**

1. None

10.0 **INFORMATIONAL ITEMS:**

- 1.

11.0 **DISCUSSION ITEMS:**

1. Report on the following Local Indicators for the 2019-20 LCAP: Basic Conditions, Academic Standards, School Climate, Parent Engagement and Board Course of Study. (Handout: Anderson)
2. Random selection of two families per school site (HES & HHS) to win \$10 gift card for completing LCAP survey.
3. Review Local Control and Accountability Plan (LCAP) Survey Results. (Mrs. Anderson)
4. Local Control and Accountability Plan (LCAP) review and questions to the Superintendent. (Mrs. Anderson)
5. Sunshine of 9th-10th and AP English Curriculum McGraw Hill Study Sync/Language Of Composition 3rd Edition (Materials at meeting for review) (Mrs. Bocast)
6. EL Master Plan, presented by Mrs. Sawyer.
7. United States House of Representatives Resolution adopting April as National Bilingual/Multilingual Learner Advocacy Month. (Mrs. Sawyer)
8. District Calendar: 2021-22, voted on by HULC. (Mr. Tracy)
9. Ag Facility Expenditure Summary (Attached)
10. General Obligation Bond Timeline, Termsheet and Distribution Sheet. (Mr. Tracy)

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. Approval of Employment for District Superintendent –review and possible approval of employment contract (Handout)
2. Transition Days for Superintendent April 18-June 30, 2019
3. Acceptance of Musical Instrument Bid
 - a. Petes Music Bid Costs: \$67,520.00
 - b. Hometown Sports-Music, Bid Costs:\$31,133.00
4. Appointment of Megan Odom to the Bond Oversight Committee Member at Large
5. J. Soon Consulting Proposal, Foodservice consulting.
6. Approval of District EL Master Plan
7. Waste Management Contract (Attached)
8. Second reading of:
 - a. Board Policy and Exhibit 0420.41 Charter School Oversight.
 - b. Board Policy and Administrative Regulation 1312.3 Uniform Complaint Procedures.
 - c. Administrative Regulation, Exhibit (1), Exhibit (2), Exhibit (3) and Exhibit (4) 1312.4 Williams Uniform Complaint Procedures.
 - d. Administrative Regulation 1340 Access to District Records.
 - e. Board Policy and Administrative Regulation 3100 Budget.
 - f. Board Policy and Administrative Regulation 3260 Fees and Charges.
 - g. Board Policy and Administrative Regulation 3515.4 Recovery for Property Losses or Damage.
 - h. Board Policy and Administrative Regulation 4030 Nondiscrimination in Employment.
 - i. Administrative Regulation 4161.1, 4261.1 and 4361.1 Personal Illness/Injury Leave.
 - j. Board Policy and Administrative Regulation 5117 Interdistrict Attendance.
 - k. Administrative Regulation 5125.2 Withholding Grades, Diploma and Transcripts.
 - l. Board Policy 5127 Graduation Ceremonies and Activities.

- m. Exhibit 5145.6 Parental Notifications.
 - n. Administrative Regulation 5148 Child Care and Development.
 - o. Board Bylaw, Exhibit (1) and Exhibit (2) 9323.2 Actions by the Board.
9. District Calendar: 2021-22 Option A and B
 10. Adopt Resolution United States House of Representatives Resolution adopting April as National Bilingual/Multilingual Learner Advocacy Month.

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.
2. Minutes for the Regular Board Meeting on March 27, 2019.
3. **Minutes April 9, 2019 Special Board Meeting**
4. AP History Field Trip
5. Interdistrict Transfers (new only; elementary students reapply annually).
 - a. Out
 - i. Hamilton Elementary School
 - 1.
 - ii. Hamilton High School
 1. 10th grade
 2. 10th grade
 - b. In
 - i. Hamilton Elementary School
 - 1.
 - ii. Hamilton High School
 - 1.
6. Personnel Actions as Presented:
 - a. New hires:
 - i. Jeff Godwin Director of Maintenance and Transportation
 - ii. Sean Montgomery Director of Nutrition and Student Welfare
 - iii. Shaina Dickerson Math Teacher HES/HHS
 - iv. Long Term Substitute Teacher, EB
 - v. Matthew Jarvis Summer School Teacher HHS
 - vi. Natalie Sturdivant, Summer School Teacher HHS
 - vii. Emily Peery, Summer School Teacher HES
 - viii. Felicia Tenuta, Summer School Teacher HES
 - ix. Vanessa Reyes (Ortiz) HES/HHS Summer School Director
 - b. Resignations/Retirement:
 - i. None

15.0 **ADJOURNMENT:**

March 2019 Food Services Report
Hamilton Unified School District
Director of Nutrition and Student Welfare

LeAnn Medina



Combined District Totals 20 days of school

Lunches 9459

Breakfasts 6234

Boys and Girls Club snacks 728

Boys and Girls Suppers 2340

Total \$51681.55

Questions to the Superintendent Regarding the LCAP review at the Hamilton High School Open House on Thursday, April 4, 2019.

Question 1: How are you?

I am doing wonderfully! Thank you for asking!

Question 2: What does LCAP stand for?

“Local Control Accountability Plan” L.C.A.P”. This plan was developed to help support districts in all measure of providing a quality education for all students.

Question 3: How will the LCAP continue to improve?

Next year is the end of a three year cycle where goals were developed, refined and updated as the needs of students were addressed. Every factor of the district operation, curriculum and supportive services are addressed for the needs of the schools within our district.

Question 4: How does the LCAP help out students?

This plan is the guiding document for developing and rigorous and measurable education for all students. It is to help students meet the challenges of a world economy and to provide supportive interventions when students need such to achieve. The student should be the hub of the wheel within the district and the supportive services like spokes to that wheel.



Hamilton Unified School District English Learner Master Plan

2019

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- a. Purpose of EL Program Monitoring
- b. Program Evaluation and Accountability

Appendix

INTRODUCTION

Vision

Hamilton Unified School District's (HUSD) vision is aligned with the California English Learner Roadmap. *English Learners fully and meaningfully access and participate in a 21st century education from early childhood through grade twelve that results in their attaining high levels of English proficiency, mastery of grade level standards, and opportunities to develop proficiency in multiple languages.*

Mission

In accordance with the California English Learner Roadmap, HUSD *affirms, welcomes and responds to a diverse range of EL strengths, needs and identities. HUSD prepares graduates with the linguistic, academic and social skills and competencies they require for college, career and civic participation in a global, diverse and multilingual world, thus ensuring a thriving future for California.*

Goals

1. Assets-Oriented and Needs-Responsive Schools
2. Intellectual Quality of Instruction and Meaningful Access
3. System Conditions that Support Effectiveness
4. Alignment and Articulation Within and Across Systems

Message from Board/Superintendent

The Governing Board intends to provide English Language Learners with challenging curriculum and instruction that develops proficiency in English as rapidly and effectively as possible in order to assist students in accessing the full educational program and achieving the district's academic standards. The district's program shall be based on sound instructional theory and shall be adequately supported so that English Language Learners can achieve results at the same academic level as their English-proficient peers in the regular course of study.

Overview

The new *California English Learner Roadmap* provides guidance and direction to local educational agencies (LEAs) in welcoming, understanding, and educating the diverse population

of students who are English learners attending California public schools. The EL Roadmap project was established in collaboration with the California Department of Education (CDE), the Sobrato Family Foundation, researcher Dr. Laurie Olsen, Professor Emeritus Dr. Kenji Hakuta, and the EL Roadmap Workgroup. HUSD utilizes these guidelines to direct administrators, teachers, paraprofessionals, and students regarding the options available to parents and the expectations the District holds for each school and classroom in the District. It offers a practical guide for all staff to ensure that consistent, coherent services are provided to every English Learner (EL). All educators are expected to implement this plan with fidelity, and we will hold each other accountable for doing so while continuously improving our services and outcomes. Hamilton Unified School District is committed to providing the highest level of educational programs to all of our students. We have made instructional improvement and student achievement our highest priorities. A central part of that effort has been spent on reviewing not only our instructional practices for English Learners (EL), but the assumptions and beliefs we have about these learners and how English is best taught and learned. The *English Learner Master Plan* crafts Hamilton Unified School District's policies, programs, and instructional practices for our English Learners.

SECTION 1

Initial Identification and Assessment

Home Language Survey

Upon enrollment, each student's primary language shall be determined through use of a home language survey. (5CCR 11307)

Initial Assessment 11518.5 (ELPAC Guidelines)

Upon enrollment in Hamilton Unified School District, parents/legal guardians new to California complete a Home Language Survey. This survey is required of all California Public Schools to identify whether the primary or native language of their student is a language other than English. The Home Language Survey is available in English and Spanish. The Home Language Survey will remain on file in the students' cumulative folder and will only be administered once. The student's primary language shall be determined by the Home Language Survey. This information will be entered in the district's Student Information System (AERIES); as well as, CALPADS.

The HLS four questions:

1. What language did the student learn when he or she first began to talk?
2. What language does this student most frequently use at home?
3. What language do you use most frequently to speak to this student?

4. What language is most often used by the adults at home?

English Only (EO)

If all four questions on the HLS are “English”, the student will be classified as English Only.

Possible English Learner (EL)

If any of the first three questions on the HLS indicate another language, or English and another language, the student will be assessed for English language proficiency level.

Parent Notification of Program Placement

Parents will be notified that when their child enrolled in our school, a language other than English was noted on their child’s Home Language Survey. The law requires us to assess their child and notify them of their child’s proficiency level in English. We are required to inform parents of the language acquisition program options from which they may choose the one that best suits their child. On the Initial letter we will explain the criteria for a student to exit the English learner program. (20 United States Code Section 6312[e][3][A][i],[v],[vi])

Parents will be notified that their child will be tested within 30 calendar days using the Initial English Learner Proficiency Assessment for California (ELPAC) by the following letter: (Use 18-19 Initial ELPAC Testing Parent/Guardian Notification Letter <https://www.cde.ca.gov/ta/tg/ep/>)

English Language Proficiency Assessment

Within 30 calendar days of their initial enrollment, students who are identified as having a primary language other than English, as determined by the home language survey, and for whom there is no record of results from an English language development test shall be assessed using the English Language Proficiency Assessments for California (ELPAC). (5CCR 11511)

All students with a language other than English on Questions 1, 2, or 3 of the Home Language Survey will be assessed in English Language Proficiency within 30 calendar days of initial enrollment in a California school. When a language other than English is entered for Question 4 only, testing is optional. Each school has a designated language assessor who administers and scores the Assessment.

Students who arrive from another California public school with records of a Home Language Survey and initial language classification will not go through the initial identification process. The HUSD ELD Coordinator will review the California Longitudinal Pupil Achievement Data System (CALPADS) data and request the ELPAC results from the previous district. This data will be entered in AERIES.

Students entering HUSD who are new to California will need to follow the initial identification procedure for new students.

Students with a home language other than English as reported on the Home Language Survey are classified based on the English Language Proficiency Assessment (Initial ELPAC). These classifications are stored in the HUSD AERIES Student Information System for access by district and school personnel and linked with CALPADS.

English language proficiency is assessed in listening, speaking, reading, and writing on the Initial ELPAC. The Summative ELPAC is used to measure progress in acquiring English on an annual basis.

ELs with Disabilities

Students receiving Special Education Services participate in the initial or summative ELPAC assessment to the extent specified in their Individualized Education Programs (IEP) or Section 504 Plans. Special Ed staff will work with the EL director to identify how best to assess students with IEPs/504s using the ELPAC Matrix 4 provided by the CDE to determine appropriate tools, designated supports, and/or accommodations on the ELPAC in compliance with what is stated in their IEP/504 with regards to testing. CCR 11517.6–11519.5 The Language assessment staff will follow the ELPAC Administration Guidelines (Matrix 4) (<https://docs.google.com/viewer?url=https%3A%2F%2Fwww.cde.ca.gov%2Fta%2Ftg%2Fep%2Fdocuments%2Felpacmatrix4.docx>) for appropriate modifications or accommodations or alternate assessments as specified on the student’s “English Language Development Assessment Information” form included in all special education English Learner’s Individualized Education Plans.

Initial Language Classification

The overall performance level on the Initial ELPAC will classify the student as Level 1 -Novice, Level 2 - Intermediate, and Level 3- Initially Fluent in English (IFEP). Level 1 and Level 2 will classify the student as EL. The Language classifications are:

EL – English Learner

IFEP – Initially Fluent in English

EO – English Only

Parent Notification of Assessment Results

The district shall notify parents/guardians of their child’s results on the Initial ELPAC within 30 calendar days. (5CCR 11511.5)

Initial - Within 30 days of the time a student is placed in an English Learner program, the district will provide parents/guardians with their child’s results on the English Language Proficiency

Assessment, instructional program information, and parental rights in the form of a district letter. These letters are also sent to families of new IFEP students to notify them of initial assessment results and language classifications. Official Initial ELPAC scores are sent to parents/guardians with a district cover letter within 30 days of enrollment. Link to Initial Identification letter on CDE here: <https://www.cde.ca.gov/sp/el/t3/lepparent.asp>

Annual – Each local educational agency (LEA) using funds under this part (Title I), or Title III, to provide a language instruction educational program as determined under Title III shall, not later than 30 days after the beginning of the school year, inform parents of an English learner identified for participation or participating in such a program. (20 United States Code [U.S.C.] Section 6312)

Link to Annual letter: <https://www.cde.ca.gov/sp/el/t3/lepparent.asp>

Parent Exception Waivers

Parents/Guardians have the option to choose the appropriate language acquisition program that best fits their child. Schools in which the parents or legal guardians of 30 pupils or more per school or the parents of legal guardians of 20 pupils or more in any grade request a language acquisition program that is designed to provide language instruction shall be required to offer such a program to the extent possible. (EC Section 310[a]).

SECTION 2

Instructional Programs for English learners

ELD Standards

The California English Language Development Standards (CA ELD Standards) reflect recent and emerging research and theory and are intended to support language development as English learners (ELs) engage in rigorous academic content. The CA ELD Standards provide a foundation for ELs in kindergarten through grade 12 (K–12) in California schools so that each EL is able to gain access to academic subjects, engage with them, and meet the state’s subject matter standards for college and career readiness.

The CA ELD Standards describe the key knowledge, skills, and abilities that students who are learning English as a new language need in order to access, engage with, and achieve in grade-level academic content. The CA ELD Standards, in particular, align with the key knowledge, skills, and abilities for achieving college and career readiness described in the California Common Core State Standards for English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects (CA CCSS for ELA/Literacy). However, the CA ELD Standards do

not repeat the CA CCSS for ELA/Literacy, nor do they represent ELA content at lower levels of achievement or rigor. Instead, the CA ELD Standards are designed to provide challenging content in English language development for ELs to gain proficiency in a range of rigorous academic English language skills.

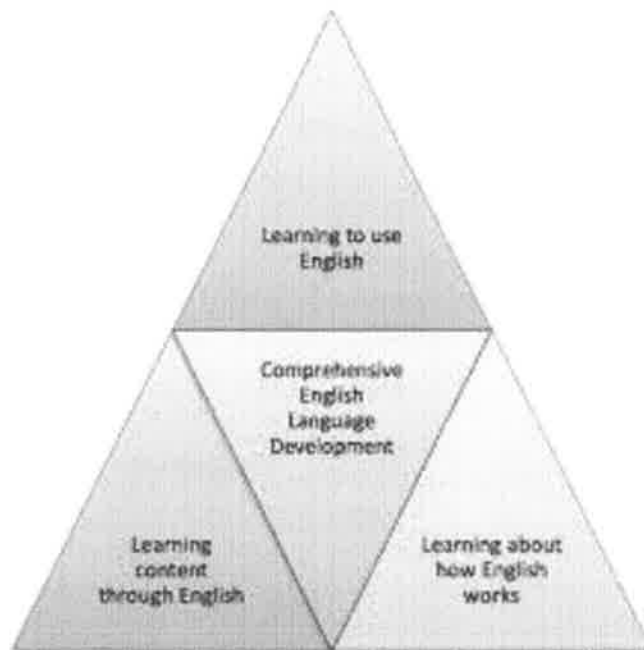
The CA CCS S for ELA/Literacy and the CA ELD standards call for students throughout the grades to engage in a range of tasks (analyze, interpret, assess, integrate and evaluate, collaborate, adapt, apply and so forth) that require the critical thinking, problem solving, and collaboration demanded of 21st century living and learning.

Key Instructional Services

The ELA/ELD framework provides guidance for implementing the ELD Standards for designated and integrated ELD instruction.

Integrated ELD	All teachers with ELs in their classrooms use the CA ELD standards in tandem with the focal CA CCS for ELA/Literacy and other content standards.
Designated ELD	A protected time during the regular school day when teachers use the CA ELD Standards as the focal standards in ways that build into and from content instruction in order to develop critical English language skills, knowledge, and abilities needed for content learning in English.

Three Interrelated Areas of Comprehensive ELD



Comprehensive ELD includes both integrated and designated ELD. In order to develop proficiency in English as rapidly and effectively as possible, ELD instruction is explicit, well-articulated and standards-based.

Theoretical Foundations and the Research Base of the CA ELD Standards

The CA ELD standards were developed using an extensive review of theories, research, and other resources relevant to English Learners (EL). This guidance was to ensure that the CA ELD standards highlight and amplify the language demands in the California Common Core Standards for English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects (CA CCSS for ELA/Literacy) necessary for the development of advanced English and academic success across disciplines.

Sociolinguistic, sociocultural, and sociocognitive theories informed the development of the CA ELD standards. These theories emphasize the social aspect of learning and how language is a social action and it is also a resource for accomplishing tasks. The research also highlights the importance of activating students' prior knowledge to facilitate making connections, fostering new learning, and allowing students to build conceptual networks. This supports metacognitive knowledge, thinking about their thinking, and metalinguistic knowledge, or language use. (Christe 2012; Duke et al. 2011; Halliday 1993; Hess et al. 2009; Palinscar and Brown 1984; Pearson 2011; Schleppegrell 2004). Linguistic and Cognitive development are improved through language use and interactions. Instruction that is structured specifically to intellectually and linguistically challenge students promotes learning. (Bruner 1983; Cazden 1986; Vygotsky 1978; Walqui and van Lier 2010).

Key Instructional Experiences for ELs

- They are interactive and engaging, meaningful and relevant, and intellectually rich and challenging.
- They are appropriately scaffolded in order to provide strategic support that moves learners toward independence.
- They value and build on home language and culture and other forms of prior knowledge.
- They build both academic English and content knowledge.

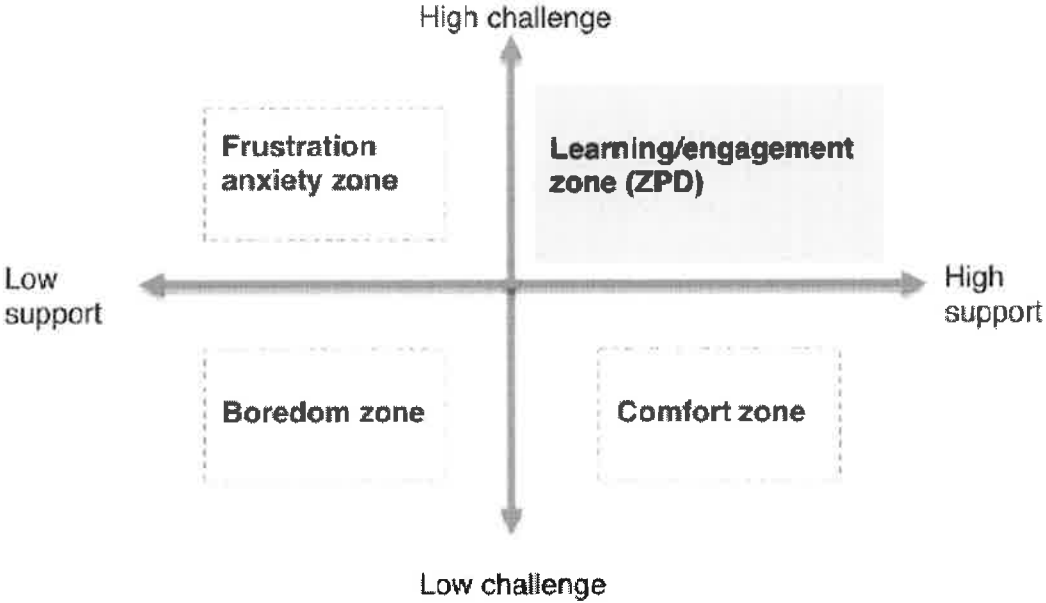
Interacting in Meaningful and Challenging Ways

English learners interact with intellectually challenging content through collaborative oral discussions with peers and in small groups. Teachers structure collaborative learning experiences that promote small-group discussions in all academic content areas. This encourages comprehension, vocabulary acquisition, and grammatical structures. Teachers provide strategic support for students to interact in meaningful ways by establishing routines, questioning to elicit students to infer or explain something they are familiar with. Linguistic

supports such as sentence frames allow students to adopt specific academic discourse and practice academic language that literate students use in school.

Scaffolding

Scaffolding is a temporary support to students for a skill that they will be able to perform on their own in the future. (Bruner 1983; Cazden 1986; Celce-Murcia 2001; Mariani 1997) refer to ways in which these temporary supportive scaffolds can be applied. Vygotsky’s (1978) idea of the “zone of proximal development (ZPD)” calls attention to the need to support students in the instructional space that exists between what the learner can do independently and that which is too difficult for the learner to do without strategic support, or scaffolding.



Scaffolding is strategically planned for each individual student needs. The specific scaffolds needed depend on the task and the student’s background knowledge as well as the language proficiency. The CA ELD standards indicate three different levels of linguistic scaffolds.

Language Star Overview

BP 6174 (a) guarantees that HUSD provides a challenging curriculum for English language learners.

The Accompanying AR 6174 (a) delineates the process for which the curriculum, identification and assessment are delivered.

Hamilton Unified School district is committed to providing English Learners with an accelerated language program that equips students with the language skills needed to be proficient in grade level reading, writing and content expectations and is aligned with the California English Language Development (ELD) Standards. Hamilton Unified School District has adopted an accelerated language program, *Language Star*, which is constructed around the linguistic research that there are five key elements of language that learners must know and use to be considered fluent language users. These elements include:

1. Phonology- the production and reception of the sound system
2. Morphology- the smallest units of meaning,
3. Syntax- the rules that govern the English language
4. Lexicon – words
5. Semantics- meaning of words

These five elements of language formulate our definition of language. Based on these elements of language, Hamilton Unified's Language Star program is designed to accelerate language learning and build a balanced language competence which will increase students' skills in reading, writing and speaking.

Guiding Key Language Acceleration Principles

Hamilton Unified endorses five Key Language Acceleration Principles which guide the instructional methods of Language Star.

1. Grouping students by their language proficiency level enhances the focus of teaching and accelerates English learning.
2. Language skills are best learned when teachers and students know what the exact language is and the desired outcome of the instruction.
3. Sentences are the basic units of language and their use by teachers and students accelerates English language learning.
4. Students produce their way to higher levels of language proficiency and must therefore produce correctly at least half of the language during a language lesson.
5. Language growth occurs when students are pushed to operate out of their linguistic comfort zone.

Language Star Program and Placement

Students are placed into one of two programs: foundational or academic.

Grades TK-5: EL students are placed in foundational or academic.

Both the Foundational and Academic Language Star are designed to provide 60 minutes daily (TK-K 30 minutes) of English language instruction that focuses on the rapid development of English speaking, listening, reading and writing skills. Students also receive core subjects at their grade level.

Newcomers will be placed in foundational level.

Grades 6-12: EL students are given a placement assessment and placed into one of four course levels (Level 1, 2, 3, 4A, and 4B). Students receive one course of explicit instruction in a designated Grammar

and Writing course which focuses on the rapid development of English speaking, listening, reading and writing skills. Students also receive core subjects at their grade level. Newcomers will be placed in Level 1. They will also be assessed periodically and moved up a level accordingly.

Like any foreign language program, the students are grouped for language instruction based on their language levels. Each level follows a discrete language Scope and Sequence and takes benchmark assessments every eight weeks. Unlike other programs, HUSD *Language Star*, is an accelerated language program which sets students up to move up language levels as they demonstrate their language ability.

General Design of *Language Star* Program

1. During *Language Star* (Designated English Language Development time) English learners are grouped by their language proficiency level. There are no English only or Fluent English Proficient (RFEP) students present at this time.
2. *The Language Star* program is designed to accelerate students' language acquisition;
3. *Language Star* groupings may include students of different grade levels. The primary grouping consideration is students' language proficiency.
4. *Language Star* classes are taught by credentialed teachers who possess the proper supplemental authorization (LDS, CLAD, SB 2042, BCLAD, SB1969, SB 395, or AB 2913), or who are in a district-approved training program for one of these authorizations.
5. *The Language Star* program has strict yet flexible entry and exit criteria that ensure students' have the ability to move through their levels of proficiency as demonstrated in the accelerated language model.
6. *The Language Star* program features a designated block of instructional time in which specific methods and language objectives are taught. These specific language objectives and methods come from the district's ELD Scope and Sequence and Methods Mix.

SECTION 3

Reclassification Procedure and Academic Progress Monitoring

Reclassification Procedure

We are currently awaiting State Board Approval on new ELPAC reclassification guidelines. HUSD anticipates adopting the new guidelines after the State's approval.

Each of the following four criteria is required to reclassify English Language Learners to Reclassified Fluent English Proficient (RFEP). Reclassification Worksheets and Parent Notification of English Learners Being Considered for Reclassification can be found in the Appendix. The only exception to this would be English Learners in special education programs. See Alternative Assessments Guidelines and Accommodations for the English Language Proficiency Assessments for California. (AR 6174 h) (California Education Code Section 313 (f))

- 1. Assessment of English language proficiency (ELP), using an objective assessment instrument, including, but not limited to, the state test of English language development; and*
- 2. Teacher Evaluation, including, but not limited to, a review of the student's curriculum mastery; and*
- 3. Comparison of student performance in basic skills against an empirically established range of performance in basic skills based on the performance of English proficient students of the same age; and*
- 4. Parent opinion and consultation.*

Criteria	Method	District Standards
#1 Assessment	English Language Proficiency Assessment California (ELPAC)	Overall Proficiency Level 4
#2 Teacher Evaluation	Student's curriculum mastery	English Grade of "C" or better on most recent report card. Review of ELD Standards Progress Profile Card
#3 Comparison of Performance in Basic Skills	ELD Benchmark Assessment ELA District Benchmarks	80% or higher Comparable to RFEP/EO Peers
#4 Parent and Student Opinion and consultation	Letter to parent informing them of intent to reclassify to RFEP. Meeting or phone call to parent may be used in addition to the letter.	Documentation: Copy of parent letter in cum folder.

Note: Teachers who do not recommend the student for reclassification will follow the Student Intervention Plan form and will reassess student progress in six weeks.

Academic Progress Monitoring

Academic progress is monitored on multiple levels during the school year for all students equally whether the student is an English learner or the student is a native English speaker in a mainstream program. Teachers monitor growth informally each day during the course of lessons in all subject areas (including ELD) to determine the degree to which students understand the lesson objectives and the grade level content being taught. This progress monitoring is often referred to as *formative assessments* or *assessments for learning* because the teacher is adjusting his/her teaching based on how students are learning the content.

Students also take curriculum embedded assessments upon completion of chapters, units of study, and the end of grading periods to determine their overall understanding and retention of the content delivered. These are often referred to as *summative assessments* or *assessments of learning* because they are administered after the lesson sequence is completed. The instructional materials and curriculum in all of the content areas (including ELD) have state content standards aligned summative assessments. In addition to the curriculum embedded assessments, HUSD teachers administer common assessments to students (including English learners and reclassified students) at all grade levels K-12 to monitor their general achievement in English Language Arts and Mathematics three to four times a year depending on the grade level. These are also considered summative assessments because they are administered after the content has been delivered.

Response to Intervention (Academic)

Once teacher has used at least 5 varied academic Tier 1 interventions and they have not improved student learning, the academic intervention takes another step with additional Tier 1 interventions to meet a specific SMART goal. Math, Writing, Reading, and ELD TOSA/coaching support will be available for teacher support if appropriate. If student continues to struggle within the academic content area with no improvement, teacher will contact POD leader to add discussion at the PLC level for possible focus group recommendation.

If student continues to struggle academically after a variety of Tier 1 interventions have been put into place with lack of progress, A focus group meeting will be initiated after 4-6 weeks of monitoring progress, with support from intervention guidance counselor and other HES resources.

Focus Team & SST Referral Process

Parents or teacher bring academic concerns. Teacher fills out student data form and requests a referral through the Aeries intervention system. A focus group meeting is scheduled to plan classroom interventions. Within 3-6 weeks, the intervention specialist will check in to support

and monitor interventions with data collection to determine if the concerns were addressed. If student made progress, teacher will continue to monitor in class and provide the class interventions. If no academic progress was made, the case is referred to a Student Success Team (SST) meeting. Before the SST meeting, the following actions will be completed: 1. Referral Form turned in, 2. consult with past teachers and or experts, 3. review cum record, 4. address concern with parent (documentation of multiple contacts).

Intervention Specialist – logs referral, serves as a liaison between classroom and admin, observes students, supports accommodations/interventions.

Referring Teacher – completes all forms, collects pertinent data for meetings, (STAR testing, other assessment, documents observations, communicates with parent, discusses student in PLC.

Admin – schedules meeting, invites attendees, reviews records, sends letter home and invites parents, sets up subs, notifies teacher of meeting, facilitates SST meeting,

Case manager – schedules parent meeting, makes home visits (if needed), assessment of family needs, family support, explanation/support SST documents/process.

At the Initial SST meeting, all attendees (teacher, admin, Intervention Specialist, guidance counselor, family case manager, Optional attendees: RN, Ed Specialist, School Psychologist, Literacy specialist, ELD coordinator) 1. review student data, 2. discuss strengths and prioritize concerns, 3. review interventions previously attempted, 4. plan additional intervention strategies. Three to six weeks after the Initial SST meeting, a Follow-Up SST meeting is scheduled. All present will 1. monitor results of interventions, 2. discuss additional actions to meet student needs, 3. problem solve to determine cause for concerns. (Follow-up SST's will be scheduled as needed, there is no limit to the number of follow-ups allowed.)

If interventions are successful, teacher/interventions will continue. If interventions are not successful, SST team may refer for 504 or formal Special Education assessment if criteria and safeguards are met.

Focus and SSTs will also be documented in Aeries, our Student management system. The hope will be that we will be able to transition to an electronic monitoring system in the future.

Interventions

Interventions will be recommended based on individual student needs. The team will utilize the *Pre-Referral Intervention Manual Fourth Edition* by Mcarney, Cummins, and House. The team will identify specific academic concerns that need improvement and will agree on a learning goal. Intervention strategies are selected from the book. The following link is an example of the 687-page manual: [Pre-Referral Intervention Manual Table of Contents](#). For example, if a student is having difficulty using verb tenses correctly when writing, the team

would refer to pages 178 and 179 where a list of thirty different intervention strategies are offered.

Interventions will also be documented in Aeries, our Student management system. The hope will be that we will be able to transition to an electronic monitoring system in the future.

Catch Up Plan (Multi-Tiered System of Support)

The district utilizes Response to Intervention (RTI) which is under the Multi-Tiered System of Support (MTSS). According to the National Assessment of Education Progress (NAEP), “educators must be knowledgeable in best practices to help English language learners achieve their academic goals”. It is vital to address student needs on an individual basis in order to improve the outcomes of struggling students. Research shows that RTI provides successful interventions for EL students who struggle with reading (Linan-Thompson, Vaughn, Prater, & Cirino, 2006; Vaughn, Cirino, Linan-Thompson, et al., 2006; Vaughn, Linan-Thompson, Mathes, et al., 2006). Core classroom instruction is modified to address specific student needs if they are not making progress prior to moving to the next tier (Vaughn & Fuchs, 2003). The *Pre-Referral Intervention Manual-Fourth Edition* will be used to develop a comprehensive plan of intervention strategies for students. This manual provides over 4,000 different intervention strategies that are easily implemented and improves the teacher’s ability to individualize instruction by regular education classroom teachers.

Bedore & Pena found that in the past, language-minority students may have been over-represented in special education programs. Using the RTI model, differentiated classroom instruction along with intensive interventions are provided prior to a special education referral.

Focus Group -

The first step in the identification of a need. The school leadership team (list all) along with the classroom teacher will conduct ongoing progress monitoring will determine if a student is making progress in English. If the student is not making adequate progress, then extra explicit interventions are provided. This is referred to as tier two interventions and often delivered in a small group setting. A careful match between the English language learner’s weakness and the intervention is vital. This will ensure that EL students are receiving the appropriate educational opportunities to acquire a new language as well as learn new concepts. HUSD will use multiple measures to determine whether a student is making progress.

HUSD Catch Up Plan

Tier	Identified Intervention	Assessments
Tier 1	Whole group and Small group instruction Classroom based Integrated and Designated ELD	Benchmark assessments Ongoing formative assessment Observations by classroom

	Focus Group	teacher and ELD coordinator Review ELD Progress Profile Chart STAR Reading CAASPP ELA
Tier 2	Small group instruction by general ed teacher Before school Intervention referral After school program referral Wolf time Saturday school Focus Group	Review ELD Progress Profile Chart Observations by ELD coach and Intervention teacher
Tier 3	Push-in or Pull-out by Intervention teacher (small group instruction) Before school Intervention referral After school program referral SST meeting	

Professional Learning Communities

HUSD is committed to the Professional Learning Community (PLC) process as a means to enhance student achievement. PLCs allow teachers to collaborate and share solutions as they clarify standards and learning targets, determine proficiency indicators, discuss interventions, as well as extension and enrichment activities.

ELD Progress Monitoring

HUSD will monitor English learner students using the following:

The ELD Standards Progress Profile Chart- Student Progress in ELD for each English Learner shall be monitored with the HUSD ELD Standards Progress Profile Chart. The Profile Charts are affixed to the EL folder, and progress is monitored at least once per semester. Every 6-8 weeks, all K-12, English Learners will be assessed by the classroom teacher as to the student's progress in mastering the ELD Standards. The teacher shall include at least two ELD Assessment to the Progress Profile Card each school year.

ELD Assessments- Every 6-8 weeks, EL teachers will give Benchmark assessments to every EL student in their class. These results will be recorded on the Standards Progress Profile Chart (see above) and will be reviewed at least once a semester.

EL Folder monitoring- A HUSD English Learner Folder will be created for each English learner in HUSD. EL Folders will assist in monitoring the student progress and mastering ELD Standards and document appropriate services and programs. The EL Folder will contain all required documentation for categorical programs. EL Folders will travel with the student if they move within HUSD. Annually, the EL folder for each student will be reviewed. The purpose of this review shall be to check for proper documentation and to determine that English Learners have been receiving appropriate instruction in ELD and SDAIE by a qualified teacher and that the English Learner's progress has been documented on the ELD Standards Progress Profile Chart. Documents such as: Parent Notifications, Summative ELPAC Reports, Primary Language Assessments, Reclassification Forms should be included in the EL Folder.

The Summative ELPAC- The ELPAC shall be administered annually to each English Learner during the time frame established by the state. The results of the Summative ELPAC shall be used to evaluate how well English Learners are learning English. State law (Education Code sections 313, 60810 and 60812) required the development of a state test that school districts shall give to students whose home language is not English. All English learners are required to take the English Learner Proficiency Assessment for California (ELPAC) annually until they have been reclassified. The ELPAC assessment is designed to monitor the progress English learners are making as they acquire English in four specific language domains: reading, writing, listening, and speaking. (See Appendix).

Academic Progress Monitoring/Support/Intervention for Reclassified Students

Reclassified students will receive four years of follow-up monitoring by classroom teachers, administrators, and the district. Progress will be checked and recorded on the district monitoring form each semester of the year following reclassification.

If the student's applicable assessment (CAASPP) scores – fall below the “Nearly Met” level in English Language Arts/Math or the student's grades fall below a D in English Language Arts, the student will be referred to a Focus Group meeting.

Follow-up support services will be provided for students who do not demonstrate satisfactory progress. These may include, but are not limited to: intervention courses, additional tutoring or counseling, training in test taking strategies, and modified work in reading, language areas, and mathematics.

California Education Code 313(d) requires that all English Learners who have been reclassified be monitored for a four-year period. Monitoring does not mean the ELPAC should be administered again, rather, the student's academic progress and achievement should be monitored and reviewed on a periodic basis to be certain the student is continuing to

progress. If the student fails to make progress, it is necessary to intervene and not allow him/her to fall behind.

The four-year monitoring in HUSD requires schools to list the student's academic grades in English Language Arts each semester of the four years. In addition, all CAASPP proficiency levels in ELA and Mathematics must be listed on an annual basis. Students are required to be monitored and reviewed for four years or eight semesters. If a student receives a failing grade in ELA or does not make progress in CAASPP scores, schools must provide, list, and monitor all intervention and additional support provided to the student to ensure success in the school's regular education program. You will find a copy of the Four-Year Monitoring Report in the Appendix.

Special Education

The procedures and services for all special education students also apply to special education English Learners. Alternative reclassification criteria may be utilized on an individual basis. Any decision to alter the reclassification criteria must be made by the IEP team in accordance with State and Federal requirements. Link to Matrix 4 for ELPAC:

<https://docs.google.com/viewer?url=https%3A%2F%2Fwww.cde.ca.gov%2Fta%2Ftg%2Fep%2Fdocuments%2Felpacmatrix4.docx>

Long Term English Learners

2013 California Education Code 313.1. a & b defines a long-term English learner as “an English learner who is enrolled in any of grades 6 to 12, inclusive, has been enrolled in schools in the United States for more than six years, has remained at the same English language proficiency level for two or more consecutive years” as determined by the state's annual English language development test. In addition, the same California Education Code identifies English learners at risk of becoming long-term English learners as those EL students enrolled in any of grades 5 to 11, in schools in the United States for four years, and who score at the intermediate level or below on the state's annual English language development test the fourth year at the below basic or far below basic level on the English language arts standards-based achievement test.

Students at risk of becoming long Term EL students will be monitored after three years in the U.S. **if the EL student has remained at the same ELPAC proficiency level for two or more years.** Students will be evaluated based on their ELPAC level and progress, CAASP scores, and grades in ELA. Students that are not meeting the benchmark criteria will be placed on an intervention (Catch-up) Plan utilizing the Multi-Tiered System of Supports (MTSS) which includes the Response to Intervention process. The Action Plan will be documented on the At Risk of becoming Long Term EL Monitoring and Plan Form. (See Appendix).

SECTION 4

Staffing and Professional Development

Teacher Certification

Hamilton Unified School District ensures that all teachers assigned to provide ELD instruction to English Learners in the *Language Star* program are highly-qualified with the proper authorization.

BP 4112.24 (a) ensures that the Governing Board recruits certificated staff that meets the requirements of No Child Left Behind and are highly qualified to instruct within their respective credential area.

AR 4112.24 (a) is the accompanying procedures for accurately recruiting and assigning teachers to core instructional assignments.

AR 4112.22 (a) demonstrates that the District has a clear procedure for providing English Language Development. The strategies required by AR 4112.22, that the Superintendent requires that all teachers who teach ELD/SDAIE course have appropriate credentials granted by the CTC authorizing instruction to second language learners.

District Language Coach

Hamilton Unified recognizes that professional development requires ongoing coaching with opportunities for feedback and reflection for full implementation of new strategies and techniques. In order to ensure that our English Learners are provided the highest level of instruction, HUSD employs a District Language Coach.

The Language Coach is equipped to provide a variety of services to the staff including:

- i. Professional development and training for staff;
- ii. Co-planning of lessons with teachers;
- iii. In-class coaching and direct feedback of lesson instruction;
- iv. Monitors adherence to the district adopted Scope and Sequence for the Language Star program;
- v. Facilitates and records benchmark assessments and data;
- vi. Evaluates and monitors student placement within the program.

Professional Development

The district is dedicated to providing multiple professional development opportunities to all teachers assigned to instruct language learners. There are two fundamental objectives of the professional development opportunities:

- i. Deepen educators' content knowledge, providing them with research-based instructional strategies to assist students in meeting rigorous academic standards, and preparing educators to use various types of classroom assessments appropriately;
- ii. Prepare educators to understand and value English Learners (and other students with particular needs), create safe, orderly and supportive learning environments, and hold high expectations for academic achievement

The district ensures that all *Language Star* instructors will receive specific professional development that provides them with and understanding of the program's methods, principles and design; as well as, schedule designated times to work with the district coach.

The district understands that all of our students are language learners and provides additional professional development to staff with an emphasis on integrated ELD and specific reading and writing strategies to increase the language skills of all students.

SECTION 5

Family and Community Involvement

Parent Advisory Committees

HUSD recognizes that effective parent engagement and involvement is a critical component to the successful education of their children. As part of the District's effort to systematically involve parents of ELs in the education of their children, the District establishes policies and procedures for ELAC at the school-site level and DELAC at the District level. At each committee level, parents of ELs have opportunities to be involved in their child's education, collaborate with District staff, evaluate instructional services and provide recommendations.

English Learner Advisory Committee (ELAC)

According to the California Education Code, each school with twenty-one (21) or more ELs must establish a functioning ELAC. The ELAC is an advisory committee whose purpose is to provide input and advice to the site administration. ELAC is not a decision making council nor does it approve expenditures from any funding source. However, it does provide input and advice on school decisions and the use of funding sources dedicated to ELs.

Parents who serve on the ELAC are elected by parents/guardians of EL and must make up at least the same percentage of the committee membership as their children represent of the student body. The minimum percentage of EL parents on the ELAC is fifty-one (51) percent.

Each school-level ELAC maintains records of all meetings that include agendas, minutes, and sign-in sheets.

District English Learner Advisory Committee (DELAC)

Each District with fifty-one (51) or more ELs must establish a functioning DELAC. After the Local District ELAC membership has been established, the committee must elect a Representative and Alternate to participate in the DELAC. Parent participation in DELAC is proportionately determined by the total number of ELs enrolled within a Local Educational Service Center.

Communication with Parents and community

Communication with all parents of ELs in their primary language is essential to foster parent support, involvement and engagement. Translation and interpretation services are provided by staff to ensure that parents have full access to communication about their students' learning and progress. Translators are provided for Back to school Night, Parent Conferences, Student Study Teams (SST), and IEPs.

Under state law, schools must provide written communication in the primary language of the parent when fifteen percent (15%) or more of the students speak a language other than English as indicated on the Language Census Report (R-30). This includes all written communications sent to a parent or guardian, including, but not limited to IEPs, progress reports, discipline notices, other parent notifications, meeting/conference materials, and ELAC/DELAC agendas/minutes. In addition, the District recognizes that under federal law, a school must ensure that all parents, including those who speak low incidence languages, receive meaningful access to important information. Important written information such as IEPs must be translated even when less than 10% of the student population speaks the language of a parent. In cases where families are not literate in their native language, oral communication will be provided.

SECTION 6

Program Monitoring, Evaluation, and Accountability

Purpose of EL Program Monitoring

Hamilton Unified is committed to monitoring the implementation of its EL policies, programs and services, and to evaluating their implementation as well as their effectiveness in order to continuously improve them and to hold itself accountable. EL program monitoring, evaluation, and accountability practices will address the following purposes:

1. Monitor implementation of instructional program and principles as defined in the English Learner Master Plan;
2. Determine effectiveness of the program in accelerating English for ELs;
3. Provide useful, timely feedback and identify needed modifications and actionable information to all educators and stakeholders in the system
4. Support continuous improvement in the implementation of instruction, learning and program design and identify needed modifications.

Program Evaluation and Monitoring

The district administrative team in collaboration with the district language coach work together to identify consistent and inconsistent implementation of program methods and principles. Site administration regularly does walk-throughs during ELD instruction and provides teachers with direct feedback. In addition, the district coach monitors the daily instruction and assists teacher with adherence to the district adopted Grammar Scope and Sequence and Methods Mix. Furthermore, site administration will do two program evaluations a year (one at the end of each semester) which will be used to assess the quality and consistency of the implementation of the instructional methods and principles of the program.

Student learning is monitored and assessed every eight weeks. A benchmark assessment is administered to all EL students. This data is entered into the Student Information and Data System (EADMS) and students who pass with an 80% on the semester benchmarks are moved to the next level.

In addition, on an annual basis, HUSD will monitor the EL program as a whole using reclassification data, ELPAC data as well as EL graduation rates to ensure that the program is meeting the needs of EL students in addition to increasing EL student achievement. This review will take place through the LCAP process and will include feedback from parents as well as students and teachers.

APPENDIX

1. HUSD Reclassification Worksheet
2. EL with Special Needs Reclassification Worksheet
3. Reclassification Parent Notification
4. ELD Standards Progress Profile Chart
5. RFEP Monitoring
6. Long Term EL (LTEL) Monitoring
7. ELPAC Performance Level Descriptors

**Hamilton Unified School District
ELL RECLASSIFICATION WORKSHEET**

Student Name _____ Grade _____
Date _____

CRITERIA FOR RECLASSIFICATION Date of Assessment ___/___/___

1. English Language Proficiency Assessment:

ELPAC Overall (Level 3 or 4)	Listening	Speaking	Reading	Writing

2. Teacher Evaluation/Curriculum Mastery

ELD Benchmark (80% or higher)		Standards (K-5; Satisfactory or better, Grades 6-8; C or better)	
Date ___/___/___		Language Arts	

3. Parent Opinion/Consultation

Date Contacted: _____

Parent Opinion Yes _____ No _____ Letter mailed Date: _____

4. Student Performance

District Benchmark Score _____

Student Meets Reclassification Criteria: Yes No Date: _____

Teacher: _____ Date _____

Principal/ Designee: _____ Date _____

Parent: _____ Date _____

EL Coordinator: _____ Date _____

ENGLISH LEARNER WITH SPECIAL NEEDS RECLASSIFICATION WORKSHEET

Name: _____ D.O.B.: _____ Grade: _____ Date of Meeting: _____

Primary Disability: _____ Secondary Disability: _____

Summary of English language development services received:

1. Assessment Results of Language Proficiency

(Note: The CDE regulations allow the IEP team to designate that a student take an alternate assessment to CELDT if appropriate)

Language Proficiency Assessment Taken: ELPAC or Alternate Assessment

Current School Year Data Date: _____

ELPAC Overall Score: _____ Listening: _____ Speaking: _____ Reading: _____ Writing: _____

Alternate Assessment (ALPI) Overall Score: _____ Listening: _____ Speaking: _____

Other Alt. Assessment: _____ Listening: _____ Speaking: _____ Reading: _____ Writing: _____

Previous School Year Data Date: _____

ELPAC Overall Score: _____ Listening: _____ Speaking: _____ Reading: _____ Writing: _____

Alternate Assessment (ALPI) Overall Score: _____ Listening: _____ Speaking: _____

Other Alternate Assessment: Listening: _____ Speaking: _____ Reading: _____ Writing: _____

Student met language proficiency level criteria as assessed by ELPAC? Yes No

If student took alternate assessment(s), answer the following questions:

Does the reclassification team feel the student's disability impacts the ability to manifest English proficiency? Yes No

If so, in what areas: Listening Speaking Reading Writing

Note: Possible indicators: Student has similar academic deficits and error patterns in English as well as primary language, or error patterns in speaking, reading, and writing are typical of students with that disability versus students with language differences, etc.

Comments:

Does the reclassification team feel it is likely the student has reached an appropriate level of English proficiency? Yes No

2. Teacher Evaluation

Note: Having incurred deficits in motivation & academic success unrelated to English language proficiency (i.e. disability) do not preclude a student from reclassification.

Evaluation was based on: Classroom performance District-wide assessments

IEP Goal Progress Other:

Comments:

Does the Reclassification Team feel teacher input/evaluation warrants possible reclassification?

Yes No

3. Parent Opinion and Consultations was solicited through: Letter to Parent Parent Conference Other

Does the Reclassification Team feel parent input warrants possible reclassification at this time?

Yes No

Comments:

4. Comparison of Performance in Basic Skills

Note: "Assessment of language proficiency using an objective assessment instrument; CASP or CMA score in English/language arts (ELA) must be at least beginning of basic level to midpoint of basic - each district may select exact cut point; for pupils scoring below the cut point, determine whether factors other than English language proficiency are responsible and whether it is appropriate to reclassify the student. For students that do not take CMS or CASP, the team may use other empirical data to determine if the student has acquired English based on their ability level.

Assessment taken: CASP CMA CAPA Other Date: _____

English/Language Arts Score/results of assessment ----- _____

Student met the Performance of scoring at the beginning to mid-point of basic? Yes No

If performance in basic skills LEA/district criteria based on CASP/CMA/CAPA or other assessment was not met, answer the following questions to help determine if "factors other than English language proficiency are responsible for limited achievement in ELA"

- Student's Basic Skills assessment scores appear to be commensurate with his/her intellectual ability due to a disability such as an intellectual disability, language & speech impairment, etc., versus a language difference and primary language assessments indicate similar levels of academic performance (if available and applicable) or,
- Error patterns noted mirror the patterns of errors made by students with a particular disability versus a peers with language differences and student has manifests language proficiency in all other areas Does the Reclassification Team feel analysis of Performance in Basic Skills (ELA) warrants reclassification? Yes No

Does the reclassification team (this may be the IEP team) feel the student should be reclassified at this time based on analysis of the four criteria above?

Yes No

Hamilton Unified School District
Parent/Guardian Notification Letter for
English Learners Being Considered for Reclassification

Date: _____

To: _____

Your child, _____, has been enrolled in an educational program that provides services to English learners.

At this time, we are happy to inform you that we are recommending that your child be reclassified to Fluent English Proficient (RFEP) status. Based on the information described below, we believe your child can now progress academically without specialized instruction for students who are learning English.

The decision to reclassify your child to Fluent English Proficient Status is based on the following:

- a. Level of English Proficiency based on the ELPAC
- b. Teacher Evaluation based on achievement in class work
- c. Comparison of Basic Skills comparable to peers
- d. Your opinion as the parents or guardians

At school, we will follow your child's progress over the next four years to be sure that he/she receives any needed support.

If you would like to have more information and/or discuss the decision to reclassify your child, please call the school at 530-826-3474.

Sincerely,

Principal

Date

**Hamilton Unified School District
EL Profile Chart**

Name of student:

Grade of student:

Teacher:

District Quarterly ELD Benchmarks

Date	Benchmark	Score	Date	Benchmark	Score

Summative ELPAC Scores (Date of Test: _____)

Overall	Oral		Written	
	Listening	Speaking	Reading	Writing

Attendance and Tardy Data

	Fall Semester	Spring Semester
Attendance/Tardy		

Is student making progress according to assessments above?

Yes

No

If not, what are the interventions currently in place?

Date	Description of intervention
	<input type="checkbox"/> Wolf-Time <input type="checkbox"/> Push-in/pull out <input type="checkbox"/> Site contract <input type="checkbox"/> Small Group <input type="checkbox"/> Migrant Ed tutor <input type="checkbox"/> Behavior Plan <input type="checkbox"/> Saturday School <input type="checkbox"/> Summer School <input type="checkbox"/> Other: _____

SMART Goal: academic and/or social behavior

By when, student will ___ under what conditions at what proficiency level measured by whom, how.

<i>Start date:</i> <i>Duration:</i> <i>Progress Monitoring Tool:</i> <i>Responsible Party(s):</i>

Follow-Up Date: _____ **Responsible Party for FollowUp:** _____

INTERVENTION SUMMARY SMART GOAL MET: Yes No

- | | | |
|---|--|---|
| <input type="checkbox"/> PLC | <input type="checkbox"/> SST | <input type="checkbox"/> Assessment for 504/IEP |
| <input type="checkbox"/> POD Leadership | <input type="checkbox"/> Speech Referral | |
| <input type="checkbox"/> Focus Group | <input type="checkbox"/> School Based Counseling | |

Continued area of concern:

Date	Suggested interventions
	<input type="checkbox"/> Wolf-Time <input type="checkbox"/> Push-in/pull out <input type="checkbox"/> Site contract <input type="checkbox"/> Small Group <input type="checkbox"/> Migrant Ed tutor <input type="checkbox"/> Behavior Plan <input type="checkbox"/> Saturday School <input type="checkbox"/> Summer School <input type="checkbox"/> Other: _____

SMART Goal: academic and/or social behavior			
By when, student will ____ under what conditions at what proficiency level measured by whom, how.			
<i>Start date:</i>	<i>Duration:</i>	<i>Progress Monitoring Tool:</i>	<i>Responsible Party(s):</i>

Follow-Up Date: _____ **Responsible Party for Follow-Up:** _____

- INTERVENTION SUMMARY SMART GOAL MET:** Yes No
- PLC SST Assessment for 504/IEP
 POD Leadership Speech Referral
 Focus Group School Based Counseling

Date on which intervention is scheduled or scheduled to start: _____

Continued area of concern:

Date	Suggested interventions
	<input type="checkbox"/> Wolf-Time <input type="checkbox"/> Push-in/pull out <input type="checkbox"/> Site contract <input type="checkbox"/> Small Group <input type="checkbox"/> Migrant Ed tutor <input type="checkbox"/> Behavior Plan <input type="checkbox"/> Saturday School <input type="checkbox"/> Summer School <input type="checkbox"/> Other: _____

SMART Goal: academic and/or social behavior			
By when, student will ____ under what conditions at what proficiency level measured by whom, how.			
<i>Start date:</i>	<i>Duration:</i>	<i>Progress Monitoring Tool:</i>	<i>Responsible Party(s):</i>

Follow-Up Date: _____ **Responsible Party for Follow-Up:** _____

- INTERVENTION SUMMARY SMART GOAL MET:** Yes No
- PLC SST Assessment for 504/IEP
 POD Leadership Speech Referral
 Focus Group School Based Counseling

**Hamilton Unified School District
RFEP Monitoring and Plan**

Name:

Grade:

Teacher:

RFEP Date:

Year of Monitoring: 1 2 3 4

Academic Data

CAASP Date	ELA Scale Score	ELA Prof. Level	Math Scale	Math Prof. Level

Grades	Fall	Spring
ELA		

Attendance and Tardy Data

	Fall	Spring
Attendance/Tardy		

Is student making progress according to data above? Yes No

If not, what are the interventions currently in place?

Date	Description of intervention
	<input type="checkbox"/> Wolf-Time <input type="checkbox"/> Push-in/pull out <input type="checkbox"/> Site contract <input type="checkbox"/> Small Group <input type="checkbox"/> Migrant Ed tutor <input type="checkbox"/> Behavior Plan <input type="checkbox"/> Saturday School <input type="checkbox"/> Summer School <input type="checkbox"/> Other: _____

SMART Goal: academic and/or social behavior			
By when, student will _____ under what conditions at what proficiency level measured by whom, how.			
<i>Start date:</i>	<i>Duration:</i>	<i>Progress Monitoring Tool:</i>	<i>Responsible Party(s):</i>

Follow-Up Date: _____ **Responsible Party for Follow-Up:** _____

INTERVENTION SUMMARY SMART GOAL MET: Yes No

- | | | |
|---|--|---|
| <input type="checkbox"/> PLC | <input type="checkbox"/> SST | <input type="checkbox"/> Assessment for 504/IEP |
| <input type="checkbox"/> POD Leadership | <input type="checkbox"/> Speech Referral | |
| <input type="checkbox"/> Focus Group | <input type="checkbox"/> School Based Counseling | |

Date on which intervention is scheduled or scheduled to start: _____

Continued Area of Concern:

Date	Suggested interventions
	<input type="checkbox"/> Wolf-Time <input type="checkbox"/> Push-in/pull out <input type="checkbox"/> Site contract <input type="checkbox"/> Small Group <input type="checkbox"/> Migrant Ed tutor <input type="checkbox"/> Behavior Plan <input type="checkbox"/> Saturday School <input type="checkbox"/> Summer School <input type="checkbox"/> Other: _____

SMART Goal: academic and/or social behavior			
By when, student will ____ under what conditions at what proficiency level measured by whom, how.			
<i>Start date:</i>	<i>Duration:</i>	<i>Progress Monitoring Tool:</i>	<i>Responsible Party(s):</i>

Follow-Up Date: _____ **Responsible Party for Follow-Up:** _____

INTERVENTION SUMMARY SMART GOAL MET: Yes No

- | | | |
|---|--|---|
| <input type="checkbox"/> PLC | <input type="checkbox"/> SST | <input type="checkbox"/> Assessment for 504/IEP |
| <input type="checkbox"/> POD Leadership | <input type="checkbox"/> Speech Referral | |
| <input type="checkbox"/> Focus Group | <input type="checkbox"/> School Based Counseling | |

Date on which intervention is scheduled or scheduled to start _____

Continued Area of Concern:

Date	Suggested interventions
	<input type="checkbox"/> Wolf-Time <input type="checkbox"/> Push-in/pull out <input type="checkbox"/> Site contract <input type="checkbox"/> Small Group <input type="checkbox"/> Migrant Ed tutor <input type="checkbox"/> Behavior Plan <input type="checkbox"/> Saturday School <input type="checkbox"/> Summer School <input type="checkbox"/> Other: _____

SMART Goal: academic and/or social behavior			
By when, student will ____ under what conditions at what proficiency level measured by whom, how.			
<i>Start date:</i>	<i>Duration:</i>	<i>Progress Monitoring Tool:</i>	<i>Responsible Party(s):</i>

Follow-Up Date: _____ **Responsible Party for Follow-Up:** _____

INTERVENTION SUMMARY SMART GOAL MET: Yes No

- | | | |
|---|--|---|
| <input type="checkbox"/> PLC | <input type="checkbox"/> SST | <input type="checkbox"/> Assessment for 504/IEP |
| <input type="checkbox"/> POD Leadership | <input type="checkbox"/> Speech Referral | |
| <input type="checkbox"/> Focus Group | <input type="checkbox"/> School Based Counseling | |

Date on which intervention is scheduled or scheduled to start _____

Hamilton Unified School District Long Term English Learner Monitoring

Name:

Grade:

Teacher:

Date Entered US School:

District Quarterly ELD Benchmarks

Date	Benchmark	Score	Date	Benchmark	Score

Summative ELPAC Scores (Date of Test: _____)

Overall	Oral		Written	
	Listening	Speaking	Reading	Writing

ELA CAASPP Scores

Date	ELA Scale Score	ELA Prof. Level

Attendance and Tardy Data

	Fall Semester	Spring Semester
Attendance/Tardy		

Is student making progress according to assessments above? Yes No

If not, what are the interventions currently in place?

Date	Description of intervention
	<input type="checkbox"/> Wolf-Time <input type="checkbox"/> Push-in/pull out <input type="checkbox"/> Site contract <input type="checkbox"/> Small Group <input type="checkbox"/> Migrant Ed tutor <input type="checkbox"/> Behavior Plan <input type="checkbox"/> Saturday School <input type="checkbox"/> Summer School <input type="checkbox"/> Other: _____

SMART Goal: academic and/or social behavior

By when, student will _____ under what conditions at what proficiency level measured by whom, how.

<i>Start date:</i>	<i>Duration:</i>	<i>Progress Monitoring Tool:</i>	<i>Responsible Party(s):</i>

Follow-Up Date: _____ Responsible Party for Follow-Up: _____

INTERVENTION SUMMARY SMART GOAL MET: Yes No

- | | | |
|---|--|---|
| <input type="checkbox"/> PLC | <input type="checkbox"/> SST | <input type="checkbox"/> Assessment for 504/IEP |
| <input type="checkbox"/> POD Leadership | <input type="checkbox"/> Speech Referral | |
| <input type="checkbox"/> Focus Group | <input type="checkbox"/> School Based Counseling | |

Date on which intervention is scheduled or scheduled to start: _____

Continued Area of Concern:

Date	Suggested interventions
	<input type="checkbox"/> Wolf-Time <input type="checkbox"/> Push-in/pull out <input type="checkbox"/> Site contract <input type="checkbox"/> Small Group <input type="checkbox"/> Migrant Ed tutor <input type="checkbox"/> Behavior Plan <input type="checkbox"/> Saturday School <input type="checkbox"/> Summer School <input type="checkbox"/> Other: _____

SMART Goal: academic and/or social behavior			
By when, student will ____ under what conditions at what proficiency level measured by whom, how.			
<i>Start date:</i>	<i>Duration:</i>	<i>Progress Monitoring Tool:</i>	<i>Responsible Party(s):</i>

Follow-Up Date: _____ **Responsible Party for Follow-Up:** _____

INTERVENTION SUMMARY SMART GOAL MET: Yes No

- | | | |
|---|--|---|
| <input type="checkbox"/> PLC | <input type="checkbox"/> SST | <input type="checkbox"/> Assessment for 504/IEP |
| <input type="checkbox"/> POD Leadership | <input type="checkbox"/> Speech Referral | |
| <input type="checkbox"/> Focus Group | <input type="checkbox"/> School Based Counseling | |

Date on which intervention is scheduled or scheduled to start: _____

Continued Area of Concern:

Date	Suggested interventions
	<input type="checkbox"/> Wolf-Time <input type="checkbox"/> Push-in/pull out <input type="checkbox"/> Site contract <input type="checkbox"/> Small Group <input type="checkbox"/> Migrant Ed tutor <input type="checkbox"/> Behavior Plan <input type="checkbox"/> Saturday School <input type="checkbox"/> Summer School <input type="checkbox"/> Other: _____

SMART Goal: academic and/or social behavior			
By when, student will ____ under what conditions at what proficiency level measured by whom, how.			
<i>Start date:</i>	<i>Duration:</i>	<i>Progress Monitoring Tool:</i>	<i>Responsible Party(s):</i>

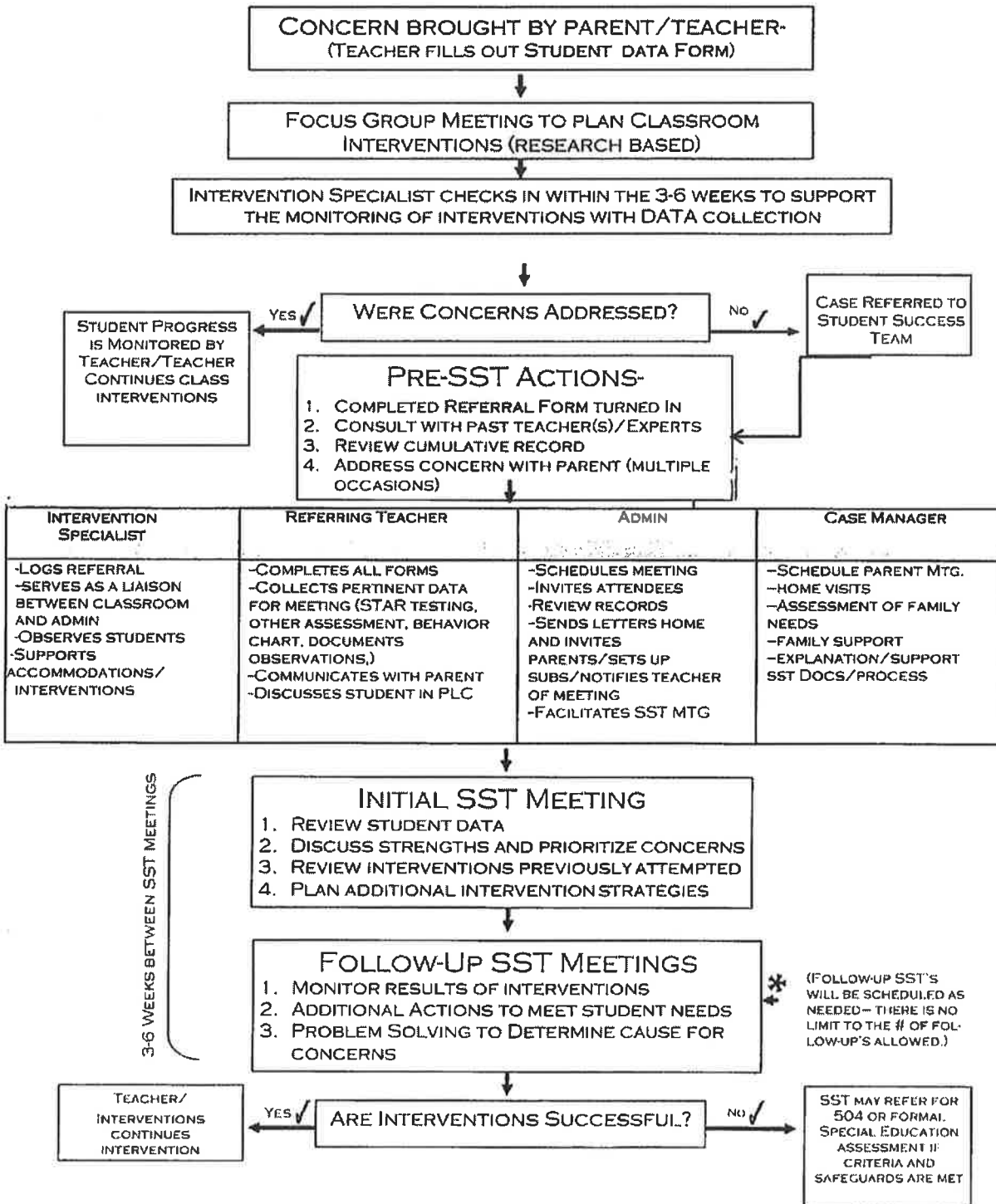
Follow-Up Date: _____ **Responsible Party for Follow-Up:** _____

INTERVENTION SUMMARY SMART GOAL MET: Yes No

- | | | |
|---|--|---|
| <input type="checkbox"/> PLC | <input type="checkbox"/> SST | <input type="checkbox"/> Assessment for 504/IEP |
| <input type="checkbox"/> POD Leadership | <input type="checkbox"/> Speech Referral | |
| <input type="checkbox"/> Focus Group | <input type="checkbox"/> School Based Counseling | |

Date on which intervention is scheduled or scheduled to start: _____

HAMILTON ELEMENTARY SST REFERRAL PROCESS FLOW CHART



REV. 8/18 KT

ELPAC Performance Level Descriptors

Level	Description
4	English learners at this level have well developed oral (listening and speaking) and written (reading and writing) skills. They can use English to learn and communicate in meaningful ways that are appropriate to different tasks, purposes, and audiences in a variety of social and academic contexts. They may need occasional linguistic support to engage in familiar social and academic contexts; they may need light support to communicate on less familiar tasks and topics.
3	English learners at this level have moderately developed oral (listening and speaking) and written (reading and writing) skills. They can sometimes use English to learn and communicate in meaningful ways in a range of topics and content areas. They need light-to-minimal linguistic support to engage in familiar social and academic contexts; they need moderate support to communicate on less familiar tasks and topics.
2	English learners at this level have somewhat developed oral (listening and speaking) and written (reading and writing) skills. They can use English to meet immediate communication needs but often are not able to use English to learn and communicate on topics and content areas. They need moderate-to-light linguistic support to engage in familiar social and academic contexts; they need substantial-to-moderate support to communicate on less familiar tasks and topics.
1	English learners at this level have minimally developed oral (listening and speaking) and written (reading and writing) English skills. They tend to rely on learned words and phrases to communicate meaning at a basic level. They need substantial-to-moderate linguistic support to communicate in familiar social and academic contexts; they need substantial linguistic support to communicate on less familiar tasks and topics.

Resolution to Recognize and celebrate April as “National Bilingual/Multilingual Learner Advocacy Month”

IN THE HOUSE OF REPRESENTATIVES

April 18, 2016

Mr. Honda submitted the following resolution; which was referred to the Committee on Oversight and Government Reform

RESOLUTION

Recognizing and celebrating April as “National Bilingual/Multilingual Learner Advocacy Month”.

- Whereas the National Association for Bilingual Education has made invaluable contributions to the efforts nationally to advance educational equity and excellence for bilingual/multilingual students, and as part of this effort has initiated the recognition of April 2016 as the first National Bilingual/Multilingual Learner Advocacy Month;
- Whereas “National Bilingual/Multilingual Learner Advocacy Month” recognizes that bilingual/multilingual learners are one of the fastest growing student populations in U.S. schools, that this group of students brings multiple assets to schools and adds to the rich diversity among students;
- Whereas “National Bilingual/Multilingual Learner Advocacy Month” is an opportunity to draw attention to the persistent gap between bilingual/multilingual learners and native English-speaking students;
- Whereas “National Bilingual/Multilingual Learner Advocacy Month” calls on stakeholders at all levels to examine the diverse needs of bilingual/multilingual learners and to build an inclusive and respectful culture;
- Whereas “National Bilingual/Multilingual Learner Advocacy Month” highlights a commitment to ensure educational equity and access leading these learners to thrive academically and become productive biliterate/multiliterate global citizens;
- Whereas “National Bilingual/Multilingual Learner Advocacy Month” encourages institutions to adopt policies and practices such as dual language instructional programs that value and use students’ languages and cultural assets to learn high academic content, promote long-term academic achievement, and increase graduation rates;
- Whereas “National Bilingual/Multilingual Learner Advocacy Month” calls for the need to prepare highly qualified bilingual teachers in all disciplines to address the unique needs of bilingual/multilingual learners in diverse settings;

- Whereas “National Bilingual/Multilingual Learner Advocacy Month” calls for the need to engage parents and guardians of bilingual/multilingual learners in their student’s educational journey; and
- Whereas the National Association for Bilingual Education recognizes the significant languages and cultural assets that bilingual/multilingual learners bring to schools: Now, therefore, be it

Resolved, That the Hamilton Unified School District Governing Board recognizes and celebrates “National Bilingual/Multilingual Learner Advocacy Month”.

President

Date

Hamilton Unified School District 2021-2022 Option A

Fall 2021

July 2021						
Su	M	T	W	Th	F	S
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
						0

August 2021						
Su	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						16

September 2021						
Su	M	T	W	Th	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
						36

October 2021						
Su	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						57

November 2021						
Su	M	T	W	Th	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
						73

December 2021						
Su	M	T	W	Th	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						86

January 2022						
Su	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					101

February 2022						
Su	M	T	W	Th	F	S
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					
						119

March 2022						
Su	M	T	W	Th	F	S
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
						141

April 2022						
Su	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						156

May 2022						
Su	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						177

June 2022						
Su	M	T	W	Th	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
						180

Holidays/Breaks:	7/4 4th of July (observed on 7/5), 9/6 Labor Day, 11/11 Veterans Day, 11/22-11/26 Thanksgiving Break, 12/20-1/7 Winter Break, 1/17 Martin Luther King Jr. Day, 2/12 Lincoln's Birthday (observed on 2/14), 2/21 President's Day, 4/15 Good Friday, 4/15-4/22 Spring Break, 5/30 Memorial Day
1st/Last Day of School	8/10 1st Day of School, 6/3 Last Day of School
Board Meetings	7/28, 8/25, 9/22, 10/27, 12/8, 1/26, 2/23, 3/23, 4/27, 5/25, 6/19, 6/23
HIUC Meeting	9/22, 10/27, 12/8, 1/26, 2/23, 3/23, 4/27, 5/25
Progress/Report Cards	9/10, 10/15, 11/5, 2/4, 3/25, 4/29, 6/10
Teacher/District In Service:	8/6 (District-wide - No Student Attend.) & 8/9 (Teachers Only - No Student Attend.) 9/20 (District-wide, County-wide Willows - No Student Attend.) 3/18 (Teachers Only - No Student Attend.)
HES/HHS Prep/PLC Min. Day	8/13, 8/27, 9/3, 9/10, 9/24, 10/1, 10/8, 10/15, 10/29, 11/5, 11/12, 11/19, 12/3, 12/10, 1/14, 1/21, 1/28, 2/4, 2/11, 2/18, 2/25, 3/4, 3/25, 4/1, 4/8, 4/29, 5/6, 5/20, 5/27
District Minimum Day	8/20, 9/17, 10/22, 12/17, 3/11, 5/11-5/13 (Glenn County Fair) 6/3 (8th Grade Promotion 7:00pm, HHS Stadium/Teacher Prep), 6/4 (HHS Grad 8:00pm, HHS Stadium/Teacher Prep)
Site Specific Activities	
HHS Back to School Night: 8/19	
HHS Back to School Night: 8/25 (K-5), 8/27 (6-8)	
HHS Parent Conference Day: 9/9	
HES Parent Conferences (Min. Day): 10/7 = 6th - 8th ONLY - 1:00 p.m. to 5:30 p.m. 10/8 = K-5th ONLY 1:00 p.m. to 5:30 p.m.	
HES Halloween Carnival: 10/30	
Winter Concert (HHS Gym): 12/2	
Elementary Christmas Program (HHS Gym): 12/3	
HES Parent Conferences (Min. Day): 2/17 = 6th - 8th ONLY 1:00 p.m. to 5:30 p.m. 2/18 = K - 5th ONLY 1:00 p.m. to 5:30 p.m.	
HHS Parent Conference Day: 2/17	
Site Specific Activities Continued...	
Opening of CAASPP Testing Window: 4/13	
HHS Open House: 4/1	
Sporting Concert: 4/14	
HES May Dance Festival: 5/6	
Awards Night: 5/19	
Classified Holidays	
4th of July: 7/4 (observed on 7/5)	Labor Day: 9/6
Veterans Day: 11/11	Thanksgiving: 11/24-26
Winter Break: 12/23 & 24, 30 & 31	M.L.K. Jr.: 1/17
Lincoln's Birthday: (Observed) 2/14	President's Day: 2/21
Good Friday: 4/15	Memorial Day: 5/30
LCAP & Budget	
LCAP Meeting: 9/22 - 6:00 p.m.	Student Days 180
DEIAC/LCAP Meeting: 10/11 - 6:00 p.m.	
LCAP Meeting: 1/26 (TBD) - 6:00 p.m.	Teacher Staff Dev. Days 4
LCAP Stakeholder Meeting: 3/12 - TBD	
LCAP Meeting: 4/7 (TBD)	Total Days 184
LCAP Draft Review (Public Comment & Questions to Superintendent: 4/27 - TBD)	
Budget & LCAP Public Hearing: 6/8	
Budget & LCAP Adoption: 6/22	
MISC Information	
All Fridays* are minimum days for teacher collaboration/teacher staff development.	

HOG BARN
YEAR

TOTAL EXPENDED

RES 6387 CTE

2015/16	\$1,129.00
2016/17	\$13,980.00
2017/18	\$2,291.00
2018/19	<u>\$354,330.00</u>
TOTAL	\$371,730.00

RES 9151 Local

2017/18	\$18,854.00
2018/19	<u>\$62,330.00</u>
TOTAL	\$81,184.00

RES 1400 EPA

2018/19	\$214,612.00
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RES 3550 Perkins

2017/18	\$4,027.00
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TOTAL DISTRICT	\$671,553.00
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DONATED

2018/19	\$26,538.00 Pens/panels
2018/19	\$1,500.00 Tool boxes & mats
2018/19	<u>\$3,212.00</u> Portion of curtains
OTHER TOTAL	\$31,250.00

GRAND TOTAL	\$702,803.00
--------------------	---------------------

Charles Tracy

From: Greg Isom <greg@isomadvisors.com>
Sent: Tuesday, April 09, 2019 9:54 AM
To: Charles Tracy
Subject: FW: Hamilton USD - Timeline, Distro & Term Sheet
Attachments: Timeline - Hamilton USD - 2019 GOBs.pdf; Distribution List - Hamilton USD 2019 GOBs.pdf; Term Sheet - Hamilton USD 2019 GOBs.pdf

feel free to tweak it to your own language.

“School Board,

Attached is the preliminary documents that were sent out to all the interested parties to start our first bond sale. Also attached you'll see a timeline of events for us. This timeline can always get delayed or sped up depending on our timing and our needs. At the May board meeting, we'll have the ability to vote on a resolution to sell our first series of bonds. This number is a not to exceed amount. So if we think we might need a little bit more, we can always increase it then. Also, we have a “3 year” window to spend down our first chunk of money. The interest rate environment is at a 12 year low, so now would be a good time for our taxpayers.”

Isom Advisors
1470 Maria Lane, Suite 315
Walnut Creek, CA 94596
Ph. 925.478.7450 Cell 925.389.1883

From: Janice Peters <janice@isomadvisors.com>
Sent: Tuesday, April 09, 2019 8:51 AM
To: ctracy@husdschools.org; dholliman@husdschools.org; Greg Isom <greg@isomadvisors.com>; Janice Peters <janice@isomadvisors.com>; Nate McAllister <nate@isomadvisors.com>; mdarlington@dwkesq.com; Meredith B. Johnson <mjohnson@DWKesq.com>; Kerns, Bruce W (PF-San Francisco) <bkerns@stifel.com>; Gonzalez, Erica <egonzalez@stifel.com>; Jin, Esther (Public Finance) <jine@stifel.com>; 'Beck, Scott H.' <Scott.Beck@KutakRock.com>; elamb@countyofglenn.net; hmedina@countyofglenn.net; phunt@countyofglenn.net; traceyquarne@glenncoe.org; rjones@glenncoe.org; Haidary, Juliana L <Juliana.Haidary@bnymellon.com>; rick.wagner@aviacomcommunications.com; clientservices@aviacomcommunications.com
Subject: Hamilton USD - Timeline, Distro & Term Sheet

Good Morning,

Attached please find initial drafts of the Hamilton Unified School District General Obligation Bonds, Election of 2018, Series A timeline, distribution list and term sheet.

Please let us know if you have any questions.

Thanks,
Janice

Janice Peters, Principal
Isom Advisors, A Division of Urban Futures
1470 Maria Lane, Suite 315
Walnut Creek, CA 94596

(P) (925) 478-7450

(F) (925) 478-7697

Pursuant to Municipal Securities Rulemaking Board (MSRB) Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of Urban Futures Inc. and its associated persons. To access Urban Futures Inc.'s current disclosure please go to the Disclosure page of Urban Futures Inc. website or www.urbanfuturesinc.com

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Denver, CO 80202

Scott Beck
E-Mail: scott.beck@kutakrock.com
Phone: (303) 297-2400
Fax: (303) 292-7799

GLENN COUNTY

DEPARTMENT OF FINANCE
516 West Sycamore Street
Willows, CA 95988

Edward Lamb, Director of Finance
E-mail: elamb@countyofglenn.net
Phone: (530) 934-6476

Humberto Medina, Asst. Director of Finance
E-mail: hmedina@countyofglenn.net
Phone: (530) 934-6071

Parker Hunt, Asst. Director of Finance, Treasury
E-mail: phunt@countyofglenn.net
Phone: (530) 934-6070

GLENN COUNTY OFFICE OF EDUCATION

311 South Villa Avenue
Willows, CA 95988

Tracey Quarne, Superintendent
E-mail: traceyquarne@glenncoe.org
Phone: (530) 934-6575 x3060

Randy Jones, Asst. Superintendent, Business
Services
E-mail: rjones@glenncoe.org
Phone: (530) 934-6575 x3050

PAYING AGENT & COI CUSTODIAN

BANK OF NEW YORK MELLON TRUST
2001 Bryan Street
Dallas, TX 75201

Juliana Haidary, Client Service Manager
E-mail: juliana.haidary@bnymellon.com
Phone: (214) 468-6145
Fax: (214) 468-6322

PRINTER

AVIA COMMUNICATIONS, INC.
2102 Business Center Drive, Suite 130
Irvine, CA 92612

Rick Wagner, Director of Sales and Marketing
E-mail: rick.wagner@aviacommunications.com
Phone: (949) 205-9421

AVIA Client Services
E-mail: clientservices@aviacommunications.com
Phone: (949) 608-9660
Fax: (949) 608.9497

RATING AGENCY

STANDARD & POOR'S CREDIT MARKET SERVICES
One California Street, 31st Floor
San Francisco, California 94111

Analyst TBD

INSURER

TBD

Contact
E-mail:
Phone:

HAMILTON UNIFIED SCHOOL DISTRICT
ELECTION OF 2018, GENERAL OBLIGATION BONDS, SERIES A

Distribution List

ISSUER

HAMILTON UNIFIED SCHOOL DISTRICT
620 Canal Street
Hamilton City, CA 95951
Phone: (530) 826-3261

Charles Tracy, Superintendent
E-mail: ctracy@husdschools.org

Diane Holliman, Chief Business Official
E-mail: dholliman@husdschools.org

FINANCIAL ADVISOR

ISOM ADVISORS, A DIVISION OF URBAN FUTURES, INC.
1470 Maria Lane, Suite 315
Walnut Creek, CA 94596
Phone: (925) 478-7450

Greg Isom, Managing Principal
E-mail: greg@isomadvisors.com

Janice Peters, Principal
E-mail: janice@isomadvisors.com

Nate McAllister, Associate
E-mail: nate@isomadvisors.com

BOND & DISCLOSURE COUNSEL

DANNIS WOLIVER KELLY
11355 W. Olympic Blvd, Suite 200
Los Angeles, CA 90064

Matt Juhl-Darlington
E-mail: mdarlington@dwkesq.com
Phone:

Meredith Johnson
E-mail: mjohnson@dwkesq.com
Phone: (213) 291-9144

UNDERWRITER

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HAMILTON UNIFIED SCHOOL DISTRICT
Election of 2018, General Obligation Bonds, Series A

Financing Schedule

April 2019						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
May 2019						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
June 2019						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						
July 2019						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Date	Action	Responsibility
April 5	Distribute timeline, term sheet and distribution list	FA
April 22	Distribute drafts of Resolution, Preliminary Official Statement (POS) and other legal documents	BC
April 26	Comments due on draft legal documents	ALL
April 29	Send credit package to rating agency	FA
Wk. of May 6	Rating prep call	SD/FA/UW
Wk. of May 6	Conference call with rating agency	SD/FA/UW
May 14	District agenda deadline	SD
May 17	Receive rating	FA
May 22	Board of Trustees approves resolution and supporting legal documents	SD
Wk. of May 27	Underwriter due diligence call	ALL
May 29	Distribute POS	BC/UW
June 5	Pre-Price Bonds	SD/UW/FA
June 6	Price Bonds	SD/UW/FA
June 13	Distribute Final OS	BC/UW
June 20	Closing	ALL

*Subject to change.

Holiday's highlighted in yellow; Fed meetings highlighted in blue.

Legend

- SD – Hamilton USD
- FA – Isom Advisors
- BC – Dannis Woliver Kelly
- UW – Stifel
- County - Glenn

HAMILTON UNIFIED SCHOOL DISTRICT
General Obligation Bonds, Election of 2018, Series A

Term Sheet

Key Dates

Date of Bonds	Date of Closing
Date of Bond Sale	June 6, 2019
Closing Date	June 20, 2019
Bonds Mature	August 1
Interest Payment Dates	February 1 and August 1
First Interest Payment Date	February 1, 2020
First Maturity Year	2020
Final Maturity Year	2053

Structure

Redemption Provisions	TBD
Term Bonds Permitted	Yes
Current Interest Bonds	Yes
Capital Appreciation Bonds (CABs)	No
Bank Qualified	Yes
Paying Agent	Bank of New York
Rating Agency	TBD
Credit Enhancement	Bids will be requested
Type of Sale	Negotiated
Maximum Underwriter's Discount	TBD
Interest not to exceed	Legal Limit
Authority for Issuance	Government Code
Estimated COI	TBD

General Information

Par Amount (not to exceed)	\$2,200,000
Total Authorization	\$7,000,000
Authorization Election	November 6, 2018; Measure F
County	Glenn

Pete's Music Center
 425 Teegarden Avenue
 Yuba City, CA 95991
 (530) 673-0526

Estimate

DATE	ESTIMATE #
3/21/2019	1151

BILL TO
Hamilton Unified School District 620 Canal Street PO Box 488 Hamilton City, CA 95951

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Bari Sax	Selmer BS500	2	4,800.00	9,600.00T
Flute	Selmer FL600	10	440.00	4,400.00T
Clarinet	Selmer CL601	10	440.00	4,400.00T
Trumpet	Bach TR500 T	10	550.00	5,500.00T
Baritone	Holton 3 Valve B470R	2	2,200.00	4,400.00T
Alto Sax	Selmer AS600	4	1,200.00	4,800.00T
Tuba	King 3 Valve 1140W	2	5,145.00	10,290.00T
Tenor Sax	Selmer TS600	2	1,800.00	3,600.00T
Bass Clarinet	Selmer 1430LP	2	1,900.00	3,800.00T
Trombone	Bach TB600	4	600.00	2,400.00T
Euphonium	Holton 3 valve B480R	2	2,200.00	4,400.00T
Stand	Tuba Rest DEG MC100 (place in front of chair)	2	75.00	150.00T
Bass Drum	Ludwig 32" LECB32XXM with rolling Stand LE788	1	1,900.00	1,900.00T
Xylophone	Ludwig M47	1	1,600.00	1,600.00T
Snare Drum	Ludwig LW5514SL with Stand	4	320.00	1,280.00T
	School Discount Included approximately 53% off retail.			0.00
Expires 10/1/19 Thank you for your business!		Subtotal		62,520.00
		7.25% Tax		4,532.70
		Total		67,052.70

HOMETOWN SPORTS • MUSIC

'Call for Ordering & Assistance'
 4954 3rd Avenue, Orland, CA 95963
 (530) 865-4151 2909

Apr. 9, 2019

Item	Make	Model	Style	Net x Number =	Total
Baritone Sax				2886 x 2 =	5772
Flutes			closed hole	269 x 5 =	1345
			straight + Curved head	379 x 1 =	379
			open hole	309 x 4 =	1236
Clarinets				264 x 10 =	2640
Trumpets (Coronate)				311 x 10 =	3110
Baritone Horn				723 x 2 =	1446
Alto Sax				605 x 4 =	2420
Tuba				2198 x 2 =	4396
Tenor Sax				755 x 2 =	1510
Bass Clar.				1386 x 2 =	2772
Trombone				324 x 4 =	1296
Tuba chairs					
Bass Drum				400 x 1 =	400
Bass Drum Stand				50 x 1 =	50
Bell Set				123 x 1 =	123
Snare Drums				117 x 4 =	468
Baritone/Euph.				885 x 2 =	1770
					31,133 ✓

This sheet shows our wholesale costs and does not include freight. After many hours of checking out costs & availability you can see our problem. Thank you for considering us! If any changes come about, please let us know.

Jim Bienhoff

P.S. These are all concert quality.

J. Soon, Consulting

March 8, 2019

Mr. Charles Tracy
Superintendent
Hamilton Unified School District
620 Canal St.
P O Box 488
Hamilton City, CA. 95951

Mr. Tracy,

Thank you for this opportunity to present to you this proposal to assist your food service as a consultant. This proposal contains a review of the different aspects of the operation. I have segmented the proposal and provide bullet objectives and information.

- A) Review of present operations. I would like the opportunity to observe multiple meals prior to the end of this school year.
- B) Review of program staffing. This will give me a view of present staff and the needs that will be filled for the upcoming year. With the changes that will need to be made, I would like the opportunity to review and discuss prior to final decisions.
- C) Review of present menus and utilization of the Federal Commodity program items. Upon review, I would like to amend menu where necessary and move to maximum use of the commodities where prudent. This will be part of the training process of the food service manager that I plan to install.
- D) Review program adherence to the USDA School Lunch mandates and policies.
- E) Recommend program review and potential enhancements. These will include but not limited to; Purchasing program, menu cycles and rotation, inventory controls for both street purchased and federal commodity items.
- F) Recommend proper utilization of staff resources available. Review training levels of staff and work with HR department in creating an on-going training program for all staff to help development and strengthening.
- G) Review all areas of record keeping and reports as required by the USDA School Lunch program.
- H) Work with staff to create and maintain fun and innovative events to create excitement and participation of the students and staff of the District.

OUR #1 OBJECTIVE WILL ALWAYS BE TO FEED THE KIDS !!!

OVERVIEW;

If it is agreeable, I propose to start my consulting with the District on or around the 6th of May 2019. This will allow me to observe meals prior to school closing. What I observe will help me in preparing my plans for the upcoming school year. Additionally, I will have the opportunity to interface with the staff and understand better their level of training and their ideas for program enhancements. After this period, I will be better equipped to offer recommendations as to the placement of staff to help ensure maximum effectiveness and efficiencies of the food service program. This is key to assist staff to become proficient and strong in their jobs and become as successful as possible in their jobs.

J. Soon Consulting

It was shared at an earlier meeting that I was in attendance that the financial results are not a large concern at this time. Therefore unless corrected, my initial focus will be on program review and staff evaluation and long-term strengthening.

FEE SCHEDULE;

My experience has taught me that most school districts require a 2 year commitment for consulting. I do not see any indications at this time that would make Hamilton Unified School District any different. The process takes time to evaluate, recognize and though discussion agree upon a plan to put into action. Then once program is installed there will a need to allow to operate and fine tune. As there are two schools in the District and different levels of grades, separate programs need to identified and put into place.

I propose a fee for July 1, 2019- June 30, 2020 of \$15,000.00 for both schools. For the period of May 6, 2019-June 30, 2019, I propose a fee of \$1,000.00.

We will come to agreement for the 2020-2021 school year at a later date. In all cases my fee for the second year has been 20% less than the first year's fee.

Thank you for this opportunity to present this proposal to the Hamilton Unified School District. I am available for any clarification of information shared.

Aloha,



Jeffery (Joey) Soon
J Soon Consulting
4979 4th Ave
Orland, CA 95963
EIN# 46-059402

Chris DeVries

From: Chris DeVries
Sent: Tuesday, April 09, 2019 11:29 AM
To: Marc Eddy (MEddy@husdschools.org); Alan Joksch (Ajoksch@husdschools.org); Austin Crosby (ACrosby@husdschools.org); Dave Elkin (DElkin@husdschools.org); Chris Kitahara (CKitahara@husdschools.org)
Cc: Charles Tracy (CTracy@husdschools.org)
Subject: Waste Management is complaining

Lauren from waste management called.. our trash is horribly overfilled costing \$150 per incident; and trash is being placed in the recycle bin, that is \$150 per incident fee...

They are asking if they can replace the 4 yard bins w/ 6yard bins for a cost of \$60/bin/month (we have 4 accounts.. one account has 4-4 yard bins? And one recycle bin) this would upgrade all 4 to 6 yard bins.

Two accounts have 1-4 yard bin, and no recycle bin. Upgrade to 1-6yard bin each and add recycle bin each.

One account has 1-6 yard bin already, and one recycle bin.

This would also upgrade with 4 (instead of 2) recycle bins... one for each spot they already pick up. 2 additional recycle bins will be added at NO COST.... what do you think?



USA Waste of California, Inc.
 172 98th Ave.
 Oakland, CA, 94603
 (866) 844-1508

WM Agreement #
 Customer ID
 Acct. Name
 Salesperson
 Effective Date
 Last PI Date

S0011566756
 4-02362-85003
 HAMILTON UNION HIGH
 SCHOOL
 Lauren Dibble
 4/11/2019

Service Agreement Non-Hazardous Waste Service Summary

Service Information

Name **HAMILTON UNION HIGH SCHOOL** Contact **MARK/ALLEN**
HIGHWAY 32 & CANAL **530-826-2003**
 Address Telephone # **5308263261**
 City State Zip **HAMILTON CITY, CA** Fax #
95951-0488
 County/Parish **GLENN** Email

Billing Information

Name **HAMILTON UNIFIED SCHOOL DIST** Contact **MARK/ALLEN**
PO BOX 488 **530-826-2003**
 Address Telephone # **5308263261**
 City State Zip **HAMILTON CITY, CA** Fax #
95951-0488
 County/Parish **GLENN** Email

Customer Comments:

PO#

Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency	Base Rate	
2	3 Yard FEL Recycling	Recycle Material	1xPer Week	Fuel & Environmental/RCR	\$ 0.00 \$ 0.00*

Current rate for Extra Pickup (per Lift): \$ 202.07

Current FSC 0.00%, EVC 0.00%, RCR 0.00%

MONTHLY TOTAL : \$ 0.00*

Quantity	Equipment	Material Stream	Frequency	Base Rate	
4	6 Yard FEL	MSW Commercial	1xPer Week	Fuel & Environmental/RCR	\$ 1,061.52 \$ 0.00*

Current rate for Extra Pickup (per Lift): \$ 202.07

Current FSC 0.00%, EVC 0.00%, RCR 0.00%

MONTHLY TOTAL : \$ 1,061.52*

Customer's Waste Materials not to exceed an average weight of lbs/yard.

MONTHLY GRAND TOTAL \$ 1,061.52*

Initial One Time Service Charges*

Initial Delivery \$ 0.00

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*Fuel Surcharge ("FSC"), Environmental Charge ("EVC"), and Regulatory Cost Recovery Charge ("RCR") apply to all other Charges whether or not listed on this summary. Any FSC, EVC and RCR amounts shown in this Service Summary are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about these charges and their calculation can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

This Agreement does not provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

Contract Term is for 1 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature _____ Printed Name _____ Title _____ Date _____
 Company USA Waste of California, Inc. Printed Name _____ Waste Management Sales Rep. Title _____ Date _____

Terms and Conditions on following page(s)

- 1. (a) SERVICE GUARANTEE.** We guarantee our Services (as defined below). If Company fails to perform Services in accordance with the attached service summary (the "Service Summary"), and Company does not remedy such failure within five (5) business days of its receipt of a written demand from Customer, Customer may immediately terminate this Agreement without penalty.
- (b) SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company through itself and its Affiliates shall furnish equipment and services, to collect and dispose of and/or recycle (collectively, the "Services") all of Customer's Waste Materials at Customer's Service Address(es) listed on the attached Service Summary, subject to the terms and provisions contained herein (collectively, with the Service Summary, the "Agreement"). If Customer changes its Service Address(es), this Agreement shall remain valid and enforceable with respect to Services rendered at Customer's new service location(s) if such location(s) is within Company's service area. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials (as defined in Section 12) generated by Customer or at Customer's Service Address(es). Waste Materials includes "Special Waste", such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of (i) any waste tires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to an additional Exhibit L to this Agreement), (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Customer's Waste Materials, or (v) Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.
- 2. CONTRACT TERM.** The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the "Contract Term") is set forth on the Service Summary. Unless otherwise specified on the Service Summary, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless (a) for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.
- 3. TERMINATION RIGHTS.** Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term or a Renewal Term as follows: (a) by Customer (with no obligation to pay liquidated damages as provided in Section 7), (i) if Company fails to satisfy the Service Guarantee provided in Section 1(a) or (ii) pursuant to Section 4(c) if Company increases the Charges payable by Customer hereunder with a Consensual Price Increase; (b) by Customer with thirty (30) days prior written notice to Company, subject to Customer's obligation to pay liquidated damages as provided in Section 7 no later than thirty (30) days after written notice of termination; (c) by Company, (i) if as a result of Customer's breach of Section 5, Company suspends Services for more than fifteen (15) days, or (ii) if Customer fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from Company to cure such breach; and (d) by Company, with at least fifteen (15) days prior written notice to the Customer, any time after Customer retains, designates or appoints a broker or agent to act for Customer, or manage its Services, under this Agreement. In order to move containers in a safe, secure and orderly fashion, Company shall have up to seven (7) days to remove any equipment from Customer's service location(s) after the effective date of the termination of this Agreement.
- 4. (a) CHARGES; ADDITIONAL SERVICES; CHANGES.** The initial charges, fees and other amounts payable by Customer ("Charges") for Services and/or equipment furnished by Company to Customer are set forth on the Service Summary. Company also reserves the right to charge Customer additional Charges for additional Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, container relocation or removal; gate, enclosure or roll out services; account resume or reactivation services; extra pickups or trip charges; container overages and overflows; and equipment repair and maintenance (see www.wm.com/billhelp for a list of "Additional Services", which may be updated from time to time), all at such standard prices or rates that Company is charging its customers in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes.
- (b) PERMITTED PRICE INCREASES** Company reserves the right, and Customer acknowledges that it should expect Company to increase or add Charges payable by Customer hereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by Company from Customer's service location(s) from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by Company to the Fuel Surcharge, Regulatory Cost Recovery Charge, Recyclable Materials Offset, Environmental Charge, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on enterprise-wide basis, including Company and all Affiliates); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for increases in the Consumer Price Index ("CPI") for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Customer, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Customer's last CPI based price increase date ("PI Date"). Increases to Charges specified in this Section 4(b) may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this Section 4 (including any Consensual Price Increases or Negotiated Price Adjustments) are not represented to be solely an offset or pass through of Company's costs.
- (c) CONSENSUAL PRICE INCREASES** Without limiting the foregoing, Company also reserves the right to seek, and Customer acknowledges that it should expect Company to seek, increases in the Charges payable by Customer hereunder for reasons not specifically permitted in Section 4(b) (a "Consensual Price Increase"). If Customer does not accept the Consensual Price Increase, Customer's sole right and remedy shall be to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies Customer of such Consensual Price Increase. Customer's failure to terminate this Agreement (within the 30-day period) shall be construed as Customer's acknowledgement that the continuation of the Services by Company hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or an adjustment to Customer's Charges (a "Negotiated Price Adjustment") as a result of a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Customer under this Agreement unless the Customer terminates this Agreement (within the 30-day period) as described above. Customer's agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 4(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.
- 5. INVOICES; PAYMENT TERMS** Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified in the Service Summary, or if the Customer elects to participate in the Company's electronic billing program, make them available by email to Customer's designated e-mail address. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third party billing portal or program. In no event shall the use by Company of Customer's or any third party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as may be allowed by Company and subject to applicable convenience fees and other costs charged by Company, from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.
- 6. EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's

failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 3(a), or in the event Company terminates this Agreement for Customer's default pursuant to Section 3(c), Customer shall pay the following liquidated damages in addition to Company's legal fees, if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) monthly Charges immediately prior to default or termination (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Contract Term is less than six months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Contract Term. Customer acknowledges that the actual damage to Company in the event of Customer's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting therefrom, and such liquidated damages payment is an agreed upon charge for Customer's early termination or breach of contract and is not imposed as a penalty. Customer shall also pay liquidated damages of \$100 for every Customer waste tire that is found at any disposal facility used by Company. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

8. INDEMNITY. Company agrees to indemnify, defend and save Customer and its Affiliates harmless from and against any and all liability which Customer or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by Company or an Affiliate, provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save Company and its Affiliates harmless from and against any and all liability which Company and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT TO PROVIDE COMPETING OFFERS. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (a) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (b) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to Company by Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) The terms, conditions and disclosures set forth on www.wm.com relating to Billing/Billing Help, Charges, Arbitration Procedures, and for those Customers that sign up for electronic billing and payment, WM ezPay or Autopay, are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, the terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 4(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Customer locations covered by this Agreement, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the Services are provided. (e) All written notification to Company required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to Company's address on the first page of the Service Summary, provided that Company may provide written notice to Customer of a different address for written notice to Company. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event Company successfully enforces its rights against Customer hereunder, Customer shall be required to pay Company's attorneys' fees and court costs. (h) Notwithstanding the termination of this Agreement, Sections 6, 7, 8, 10, 11, 12(d) and Customer's obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) The term "Affiliate" means with respect to any specified party, any corporation, limited liability company, partnership or other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. (j) "business day" means Monday through Friday, excluding bank holidays.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("**Recyclable Materials**") and recycling services:

(a) (i) Single stream Recyclable Materials ("**Single Stream**") will consist of Customer's entire volume of clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, and tissue or paper that had been in contact with food, is unacceptable ("**Unacceptable Materials**"). provided that glass may be included in Single Stream with specific written approval of Company. Single Stream may not contain any Unacceptable Materials. (ii) Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. (iv) Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement. (b) Recyclable Materials may not contain Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment. Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications, and Customer shall pay and reimburse Company for all costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin. Without limiting the foregoing, Company may assess and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Unacceptable Materials, Excluded Materials, and/or all or part of non-conforming loads. (c) Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling services are provided, charges may include separate fuel and environmental surcharges as set forth at www.wm.com. (d) Notwithstanding anything to the contrary set forth above, the liquidated damages calculation set forth in Section 7 of this Agreement shall not apply to any Customer breach of the Agreement pertaining to Services for Recyclable Materials, which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than such liquidated damages. (e) Service arrangements will be agreed upon between Customer and Company for the service location(s) set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. For baled wastepaper picked up by bale route service, the minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights.



USA Waste of California, Inc.
 172 98th Ave.
 Oakland, CA, 94603
 (866) 844-1508

WM Agreement # S0011567072
 Customer ID 4-02389-05009
 Acct. Name HAMILTON UNION HIGH SCHOOL
 Salesperson Lauren Dibble
 Effective Date 4/11/2019
 Last PI Date

Service Agreement Non-Hazardous Waste Service Summary

Service Information				Billing Information			
Name	HAMILTON UNION HIGH SCHOOL	Contact	CONTINUATION	Name	HAMILTON UNIFIED SCHOOL DIST	Contact	CONTINUATION
Address	300 HIGHWAY 32	Telephone #	(530) 826-3281	Address	PO BOX 488	Telephone #	(530) 826-3261
City State Zip	HAMILTON CITY, CA 95951 0000	Fax #		City State Zip	HAMILTON CITY, CA 95951-0488	Fax #	
County/Parish	GLENN	Email		County/Parish	GLENN	Email	
Customer Comments:				PO#			

Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency	Base Rate	
1	6 Yard FEL	MSW Commercial	1xPer Week	Fuel & Environmental/RCR	\$ 265.38 \$ 0.00 *

Current rate for Extra Pickup (per Lift): \$ 202.07 Current FSC 0.00%, EVC 0.00%, RCR 0.00% **MONTHLY TOTAL :** \$ 265.38 *

Quantity	Equipment	Material Stream	Frequency	Base Rate	
1	3 Yard FEL Recycling	Single Stream Recycling	1xPer Week	Fuel & Environmental/RCR	\$ 0.00 \$ 0.00 *

Current rate for Extra Pickup (per Lift): \$ 0.00 Current FSC 0.00%, EVC 0.00%, RCR 0.00% **MONTHLY TOTAL :** \$ 0.00 *

Customer's Waste Materials not to exceed an average weight of lbs/yard. **MONTHLY GRAND TOTAL** \$ 265.38 *

Initial One Time Service Charges*
 Initial Delivery \$ 0.00

As Needed Services*
 The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*Fuel Surcharge ("FSC"), Environmental Charge ("EVC"), and Regulatory Cost Recovery Charge ("RCR") apply to all other Charges whether or not listed on this summary. Any FSC, EVC and RCR amounts shown in this Service Summary are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about these charges and their calculation can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

This Agreement does not provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

Contract Term is for 1 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature _____ Printed Name _____ Title _____ Date _____
 Company USA Waste of California, Inc. Printed Name _____ Waste Management Sales Rep. Title _____ Date _____

Terms and Conditions on following page(s)

- 1. (a) SERVICE GUARANTEE.** We guarantee our Services (as defined below). If Company fails to perform Services in accordance with the attached service summary (the "Service Summary"), and Company does not remedy such failure within five (5) business days of its receipt of a written demand from Customer, Customer may immediately terminate this Agreement without penalty.
- (b) SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company through itself and its Affiliates shall furnish equipment and services, to collect and dispose of and/or recycle (collectively, the "Services") all of Customer's Waste Materials at Customer's Service Address(es) listed on the attached Service Summary, subject to the terms and provisions contained herein (collectively, with the Service Summary, the "Agreement"). If Customer changes its Service Address(es), this Agreement shall remain valid and enforceable with respect to Services rendered at Customer's new service location(s) if such location(s) is within Company's service area. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials (as defined in Section 12) generated by Customer or at Customer's Service Address(es). Waste Materials includes "Special Waste", such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of (i) any waste tires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to an additional Exhibit L to this Agreement), (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Customer's Waste Materials, or (v) Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.
- 2. CONTRACT TERM.** The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the "Contract Term") is set forth on the Service Summary. Unless otherwise specified on the Service Summary, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless (a) for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.
- 3. TERMINATION RIGHTS.** Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term or a Renewal Term as follows: (a) by Customer (with no obligation to pay liquidated damages as provided in Section 7), (i) if Company fails to satisfy the Service Guarantee provided in Section 1(a) or (ii) pursuant to Section 4(c) if Company increases the Charges payable by Customer hereunder with a Consensual Price Increase; (b) by Customer with thirty (30) days prior written notice to Company, subject to Customer's obligation to pay liquidated damages as provided in Section 7 no later than thirty (30) days after written notice of termination; (c) by Company, (i) if as a result of Customer's breach of Section 5, Company suspends Services for more than fifteen (15) days, or (ii) if Customer fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from Company to cure such breach; and (d) by Company, with at least fifteen (15) days prior written notice to the Customer, any time after Customer retains, designates or appoints a broker or agent to act for Customer, or manage its Services, under this Agreement. In order to move containers in a safe, secure and orderly fashion, Company shall have up to seven (7) days to remove any equipment from Customer's service location(s) after the effective date of the termination of this Agreement.
- 4. (a) CHARGES; ADDITIONAL SERVICES; CHANGES.** The initial charges, fees and other amounts payable by Customer ("Charges") for Services and/or equipment furnished by Company to Customer are set forth on the Service Summary. Company also reserves the right to charge Customer additional Charges for additional Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, container relocation or removal; gate, enclosure or roll out services; account resume or reactivation services; extra pickups or trip charges; container overages and overflows; and equipment repair and maintenance (see www.wm.com/billhelp for a list of "Additional Services", which may be updated from time to time), all at such standard prices or rates that Company is charging its customers in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes.
- (b) PERMITTED PRICE INCREASES** Company reserves the right, and Customer acknowledges that it should expect Company to increase or add Charges payable by Customer hereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by Company from Customer's service location(s) from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by Company to the Fuel Surcharge, Regulatory Cost Recovery Charge, Recyclable Materials Offset, Environmental Charge, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on enterprise-wide basis, including Company and all Affiliates); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for increases in the Consumer Price Index ("CPI") for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Customer, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Customer's last CPI based price increase date ("PI Date"). Increases to Charges specified in this Section 4(b) may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this Section 4 (including any Consensual Price Increases or Negotiated Price Adjustments) are not represented to be solely an offset or pass through of Company's costs.
- (c) CONSENSUAL PRICE INCREASES** Without limiting the foregoing, Company also reserves the right to seek, and Customer acknowledges that it should expect Company to seek, increases in the Charges payable by Customer hereunder for reasons not specifically permitted in Section 4(b) (a "Consensual Price Increase"). If Customer does not accept the Consensual Price Increase, Customer's sole right and remedy shall be to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies Customer of such Consensual Price Increase. Customer's failure to terminate this Agreement (within the 30-day period) shall be construed as Customer's acknowledgement that the continuation of the Services by Company hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or an adjustment to Customer's Charges (a "Negotiated Price Adjustment") as a result of a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Customer under this Agreement unless the Customer terminates this Agreement (within the 30-day period) as described above. Customer's agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 4(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.
- 5. INVOICES; PAYMENT TERMS** Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified in the Service Summary, or if the Customer elects to participate in the Company's electronic billing program, make them available by email to Customer's designated e-mail address. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third party billing portal or program. In no event shall the use by Company of Customer's or any third party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as may be allowed by Company and subject to applicable convenience fees and other costs charged by Company, from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.
- 6. EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's

failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 3(a), or in the event Company terminates this Agreement for Customer's default pursuant to Section 3(c), Customer shall pay the following liquidated damages in addition to Company's legal fees, if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) monthly Charges immediately prior to default or termination (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Contract Term is less than six months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Contract Term. Customer acknowledges that the actual damage to Company in the event of Customer's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting therefrom, and such liquidated damages payment is an agreed upon charge for Customer's early termination or breach of contract and is not imposed as a penalty. Customer shall also pay liquidated damages of \$100 for every Customer waste tire that is found at any disposal facility used by Company. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

8. INDEMNITY. Company agrees to indemnify, defend and save Customer and its Affiliates harmless from and against any and all liability which Customer or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by Company or an Affiliate, provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save Company and its Affiliates harmless from and against any and all liability which Company and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT TO PROVIDE COMPETING OFFERS. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (a) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (b) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to Company by Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) The terms, conditions and disclosures set forth on www.wm.com relating to Billing/Billing Help, Charges, Arbitration Procedures, and for those Customers that sign up for electronic billing and payment, WM ezPay or Autopay, are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, the terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 4(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Customer locations covered by this Agreement, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the Services are provided. (e) All written notification to Company required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to Company's address on the first page of the Service Summary, provided that Company may provide written notice to Customer of a different address for written notice to Company. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event Company successfully enforces its rights against Customer hereunder, Customer shall be required to pay Company's attorneys' fees and court costs. (h) Notwithstanding the termination of this Agreement, Sections 6, 7, 8, 10, 11, 12(d) and Customer's obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) The term "Affiliate" means with respect to any specified party, any corporation, limited liability company, partnership or other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. (j) "business day" means Monday through Friday, excluding bank holidays.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services:

(i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, and tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"), provided that glass may be included in Single Stream with specific written approval of Company. Single Stream may not contain any Unacceptable Materials. (ii) Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. (iv) Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement.

(b) Recyclable Materials may not contain Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment. Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications, and Customer shall pay and reimburse Company for all costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin. Without limiting the foregoing, Company may assess and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Unacceptable Materials, Excluded Materials, and/or all or part of non-conforming loads.

(c) Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling services are provided, charges may include separate fuel and environmental surcharges as set forth at www.wm.com.

(d) Notwithstanding anything to the contrary set forth above, the liquidated damages calculation set forth in Section 7 of this Agreement shall not apply to any Customer breach of the Agreement pertaining to Services for Recyclable Materials, which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than such liquidated damages.

(e) Service arrangements will be agreed upon between Customer and Company for the service location(s) set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. For baled wastepaper picked up by bale route service, the minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights.



USA Waste of California, Inc.
 172 98th Ave.
 Oakland, CA, 94603
 (866) 844-1508

WM Agreement # S0011567011
 Customer ID 4-02382-15004
 Acct. Name HAMILTON UNION ELEM MAINT
 Salesperson Lauren Dibble
 Effective Date 4/11/2019
 Last PI Date

Service Agreement Non-Hazardous Waste Service Summary

Service Information

Name HAMILTON UNION ELEM MAINT
 Address 2ND ST
 City State Zip HAMILTON CITY, CA 95951
 County/Parish GLENN
 Contact MARK 530-824-4607
 Telephone # (530) 826-3058
 Fax #
 Email

Billing Information

Name HAMILTON UNION ELEM MAINT
 Address PO BOX 488
 City State Zip HAMILTON CITY, CA 95951-0488
 County/Parish GLENN
 Contact A/P CHERYL, BUSINESS MNG
 Telephone # 5308263261
 Fax #
 Email
 PO#

Customer Comments:

Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency	Base Rate	
1	3 Yard FEL Recycling	Single Stream Recycling	1xPer Week	Fuel & Environmental/RCR	\$ 0.00
					\$ 0.00 *

Current rate for Extra Pickup (per Lift): \$ 0.00 Current FSC 0.00%, EVC 0.00%, RCR 0.00% **MONTHLY TOTAL :** \$ 0.00 *

Quantity	Equipment	Material Stream	Frequency	Base Rate	
1	6 Yard FEL	MSW Commercial	1xPer Week	Fuel & Environmental/RCR	\$ 265.38
					\$ 0.00 *

Current rate for Extra Pickup (per Lift): \$ 202.07 Current FSC 0.00%, EVC 0.00%, RCR 0.00% **MONTHLY TOTAL :** \$ 265.38 *

Customer's Waste Materials not to exceed an average weight of lbs/yard. **MONTHLY GRAND TOTAL** \$ 265.33 *

Initial One Time Service Charges*
 Initial Delivery \$ 0.00

As Needed Services*
 The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*Fuel Surcharge ("FSC"), Environmental Charge ("EVC"), and Regulatory Cost Recovery Charge ("RCR") apply to all other Charges whether or not listed on this summary. Any FSC, EVC and RCR amounts shown in this Service Summary are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about these charges and their calculation can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

This Agreement does not provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

Contract Term is for 1 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature _____ Printed Name _____ Title _____ Date _____
 Company USA Waste of California, Inc. Waste Management Sales Rep. _____
 Printed Name _____ Title _____ Date _____

Terms and Conditions on following page(s)

- 1. (a) SERVICE GUARANTEE.** We guarantee our Services (as defined below). If Company fails to perform Services in accordance with the attached service summary (the "Service Summary"), and Company does not remedy such failure within five (5) business days of its receipt of a written demand from Customer, Customer may immediately terminate this Agreement without penalty.
- (b) SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company through itself and its Affiliates shall furnish equipment and services, to collect and dispose of and/or recycle (collectively, the "Services") all of Customer's Waste Materials at Customer's Service Address(es) listed on the attached Service Summary, subject to the terms and provisions contained herein (collectively, with the Service Summary, the "Agreement"). If Customer changes its Service Address(es), this Agreement shall remain valid and enforceable with respect to Services rendered at Customer's new service location(s) if such location(s) is within Company's service area. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials (as defined in Section 12) generated by Customer or at Customer's Service Address(es). Waste Materials includes "Special Waste", such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of (i) any waste tires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to an additional Exhibit L to this Agreement), (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Customer's Waste Materials, or (v) Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.
- 2. CONTRACT TERM.** The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the "Contract Term") is set forth on the Service Summary. Unless otherwise specified on the Service Summary, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless (a) for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.
- 3. TERMINATION RIGHTS.** Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term or a Renewal Term as follows: (a) by Customer (with no obligation to pay liquidated damages as provided in Section 7), (i) if Company fails to satisfy the Service Guarantee provided in Section 1(a) or (ii) pursuant to Section 4(c) if Company increases the Charges payable by Customer hereunder with a Consensual Price Increase; (b) by Customer with thirty (30) days prior written notice to Company, subject to Customer's obligation to pay liquidated damages as provided in Section 7 no later than thirty (30) days after written notice of termination; (c) by Company, (i) if as a result of Customer's breach of Section 5, Company suspends Services for more than fifteen (15) days, or (ii) if Customer fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from Company to cure such breach; and (d) by Company, with at least fifteen (15) days prior written notice to the Customer, any time after Customer retains, designates or appoints a broker or agent to act for Customer, or manage its Services, under this Agreement. In order to move containers in a safe, secure and orderly fashion, Company shall have up to seven (7) days to remove any equipment from Customer's service location(s) after the effective date of the termination of this Agreement.
- 4. (a) CHARGES; ADDITIONAL SERVICES; CHANGES.** The initial charges, fees and other amounts payable by Customer ("Charges") for Services and/or equipment furnished by Company to Customer are set forth on the Service Summary. Company also reserves the right to charge Customer additional Charges for additional Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, container relocation or removal; gate, enclosure or roll out services; account resume or reactivation services; extra pickups or trip charges; container overages and overflows; and equipment repair and maintenance (see www.wm.com/billhelp for a list of "Additional Services", which may be updated from time to time), all at such standard prices or rates that Company is charging its customers in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes.
- (b) PERMITTED PRICE INCREASES** Company reserves the right, and Customer acknowledges that it should expect Company to increase or add Charges payable by Customer hereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by Company from Customer's service location(s) from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by Company to the Fuel Surcharge, Regulatory Cost Recovery Charge, Recyclable Materials Offset, Environmental Charge, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on enterprise-wide basis, including Company and all Affiliates); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for increases in the Consumer Price Index ("CPI") for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Customer, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Customer's last CPI based price increase date ("PI Date"). Increases to Charges specified in this Section 4(b) may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this Section 4 (including any Consensual Price Increases or Negotiated Price Adjustments) are not represented to be solely an offset or pass through of Company's costs.
- (c) CONSENSUAL PRICE INCREASES** Without limiting the foregoing, Company also reserves the right to seek, and Customer acknowledges that it should expect Company to seek, increases in the Charges payable by Customer hereunder for reasons not specifically permitted in Section 4(b) (a "Consensual Price Increase"). If Customer does not accept the Consensual Price Increase, Customer's sole right and remedy shall be to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies Customer of such Consensual Price Increase. Customer's failure to terminate this Agreement (within the 30-day period) shall be construed as Customer's acknowledgement that the continuation of the Services by Company hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or an adjustment to Customer's Charges (a "Negotiated Price Adjustment") as a result of a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Customer under this Agreement unless the Customer terminates this Agreement (within the 30-day period) as described above. Customer's agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 4(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.
- 5. INVOICES; PAYMENT TERMS** Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified in the Service Summary, or if the Customer elects to participate in the Company's electronic billing program, make them available by email to Customer's designated e-mail address. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third party billing portal or program. In no event shall the use by Company of Customer's or any third party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as may be allowed by Company and subject to applicable convenience fees and other costs charged by Company, from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.
- 6. EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's

failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 3(a), or in the event Company terminates this Agreement for Customer's default pursuant to Section 3(c), Customer shall pay the following liquidated damages in addition to Company's legal fees, if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) monthly Charges immediately prior to default or termination (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Contract Term is less than six months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Contract Term. Customer acknowledges that the actual damage to Company in the event of Customer's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting therefrom, and such liquidated damages payment is an agreed upon charge for Customer's early termination or breach of contract and is not imposed as a penalty. Customer shall also pay liquidated damages of \$100 for every Customer waste tire that is found at any disposal facility used by Company. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

8. INDEMNITY. Company agrees to indemnify, defend and save Customer and its Affiliates harmless from and against any and all liability which Customer or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by Company or an Affiliate, provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save Company and its Affiliates harmless from and against any and all liability which Company and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT TO PROVIDE COMPETING OFFERS. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (a) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (b) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to Company by Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) The terms, conditions and disclosures set forth on www.wm.com relating to Billing/Billing Help, Charges, Arbitration Procedures, and for those Customers that sign up for electronic billing and payment, WM eZPay or Autopay, are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, the terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 4(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supercedes any and all other agreements for the same Services at the same Customer locations covered by this Agreement, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the Services are provided. (e) All written notification to Company required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to Company's address on the first page of the Service Summary, provided that Company may provide written notice to Customer of a different address for written notice to Company. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event Company successfully enforces its rights against Customer hereunder, Customer shall be required to pay Company's attorneys' fees and court costs. (h) Notwithstanding the termination of this Agreement, Sections 6, 7, 8, 10, 11, 12(d) and Customer's obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) The term "Affiliate" means with respect to any specified party, any corporation, limited liability company, partnership or other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. (j) "business day" means Monday through Friday, excluding bank holidays.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services:

- (a) (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, and tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"), provided that glass may be included in Single Stream with specific written approval of Company. Single Stream may not contain any Unacceptable Materials. (ii) Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. (iv) Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement.
- (b) Recyclable Materials may not contain Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment. Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications, and Customer shall pay and reimburse Company for all costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin. Without limiting the foregoing, Company may assess and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Unacceptable Materials, Excluded Materials, and/or all or part of non-conforming loads.
- (c) Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling services are provided, charges may include separate fuel and environmental surcharges as set forth at www.wm.com.
- (d) Notwithstanding anything to the contrary set forth above, the liquidated damages calculation set forth in Section 7 of this Agreement shall not apply to any Customer breach of the Agreement pertaining to Services for Recyclable Materials, which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than such liquidated damages.
- (e) Service arrangements will be agreed upon between Customer and Company for the service location(s) set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. For baled wastepaper picked up by bale route service, the minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights.

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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/E 0420.41 - Charter School Oversight

(BP/E revised)

Policy updated to include the California School Dashboard as a means for monitoring charter school performance and identifying the need for technical assistance. Policy also deletes material related to the identification of schools for federal Program Improvement, which is no longer operational. Exhibit reorganized and subheads added for clarity. Exhibit also reflects **NEW LAW (SB 126, 2019)** and **NEW ATTORNEY GENERAL OPINION** which clarify that charter schools are subject to the Brown Act, California Public Records Act, Political Reform Act, and conflict of interest laws, and **NEW LAWS** which (1) prohibit the operation of a charter school as a for-profit corporation or organization (**AB 406**); (2) provide that a student who is receiving individual instruction at home or a hospital due to a temporary disability must be allowed to return to the charter school when well enough to do so (**AB 2109**); (3) require specified accommodations for pregnant and parenting students (**AB 2289**); (4) prohibit taking negative action against a student or former student for a debt owed to the school (**AB 1974**); (5) require development of a local control funding formula (LCFF) budget overview for parents/guardians in conjunction with the local control and accountability plan (LCAP) (**AB 1808**); (6) require charter schools applying for certain categorical funding to adopt a school plan for student achievement (**AB 716**); (7) require charter schools to adopt a comprehensive safety plan (**AB 1747**); (8) require each bus to be equipped with a child safety alert system (**AB 1840**); (9) require charter schools serving grades 7-12 to offer comprehensive sexual health and HIV prevention education (**AB 2601**); (10) require parental notification regarding human trafficking resources (**SB 1104**); (11) require charter schools to exempt certain students transferring in grades 11-12 from locally established graduation requirements (**AB 2121**); (12) allow students to wear cultural or religious adornments at graduation ceremonies (**AB 1248**); (13) require charter schools to provide eligible students with a free or reduced-price meal each day (**AB 1871**); (14) require charter schools to review their suicide prevention policy at least once every five years (**AB 2639**); (15) require that the suicide prevention hotline number be printed on student identification cards (**SB 972**); (16) require notification of how to access school or community mental health services (**AB 2022**); (17) require an automated external defibrillator to be accessible at athletic events (**AB 2009**); (18) mandate the adoption of policy on bullying and cyberbullying prevention (**AB 2291**); (19) prohibit the use of seclusion and restraint for disciplinary purposes (**AB 2657**); (20) prohibit the inclusion of a student's or parent/guardian's personal information in board minutes when so requested (**SB 1036**); and (21) require charter schools receiving state facilities funding to provide an annual report of facilities expenditures and submit an audit within one year of project completion (**AB 99, 2017; AB 1808**).

BP/AR 1312.3 - Uniform Complaint Procedures

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAWS** authorizing the use of uniform complaint procedures (UCP) to resolve allegations of noncompliance with accommodations for pregnant and parenting students (**AB 2289**), the development and adoption of an LCFF budget overview for parents/guardians (**AB 1808**), the development of a school plan for student achievement (**AB 716**), and specified educational rights of migrant students and immigrant students enrolled in a newcomer program (**AB 2121**). Policy also updates section on "Non-UCP Complaints" to reflect **NEW LAW (AB 1808)** which provides that complaints alleging health and safety violations in license-exempt California State Preschool Programs are subject to Williams UCP. Regulation also updates section on "Notifications" to more closely reflect the California Department of Education's (CDE) Federal Program Monitoring instrument, deletes section on "District

Responsibilities" which duplicates material in other sections, reorganizes section on "Report of Findings" for clarity, and revises section on "Corrective Actions" to delete item #9 which is not a remedy.

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AR/E 1312.4 - Williams Uniform Complaint Procedures

(AR, E(1), and E(2) revised; E(3) and E(4) added)

Regulation updated to reflect **NEW LAW (AB 1808)** which authorizes the use of Williams UCP to resolve allegations of health and safety violations in license-exempt California State Preschool Programs. Regulation also adds optional paragraph authorizing the use of Williams UCP for complaints alleging that a school that serves grades 6-12 and meets a 40 percent student poverty threshold fails to comply with the requirements to stock at least 50 percent of the school's restrooms with feminine hygiene products and to not charge students for such products. Exhibit 1 revised to add the applicable complaint procedure for the types of complaints listed in the notice. Exhibit 2 expands the applicability of the complaint form to include complaints alleging the failure to provide feminine hygiene products. New Exhibits 3 and 4 provide a sample notice and complaint form for complaints regarding health and safety in license-exempt preschool programs pursuant to AB 1808.

AR 1340 - Access to District Records

(AR revised)

Regulation updated to revise section on "Public Records" to delete legal cite which was repealed pursuant to **NEW LAW (AB 716)** and to include any district or school plan, unless otherwise prohibited by law, as a public record to which members of the public have access. Regulation also updated to reflect the prohibition against disclosing an individual's citizenship or immigration status or religious beliefs, practices, or affiliation to federal government authorities.

BP/AR 3100 - Budget

(BP/AR revised)

Policy updated to reflect **NEW LAW (AB 1808)** which requires districts to annually develop, adopt, and post an LCFF budget overview for parents/guardians and to file the budget overview with the county superintendent of schools. Section on "Long-Term Financial Obligations" revised to reflect **NEW LAW (SB 1413)** which establishes the California Employers' Pension Prefunding Trust Program to allow districts to prefund required contributions to the California Public Employees' Retirement System. Regulation updated to emphasize that any recommendations by the budget advisory committee should be consistent with the district's vision, goals, priorities, LCAP, and other comprehensive plans and to clarify that a regional budget review committee convened by the county superintendent of schools requires approval of the Superintendent of Public Instruction as well as the district board.

BP/AR 3260 - Fees and Charges

(BP/AR revised)

Policy and regulation updated to add new section on "Collection of Debt," reflecting **NEW LAW (AB 1974)** which prohibits negative action against a student or former student for a debt owed to the school and requires districts to provide parents/guardians with an itemized invoice that references applicable district policies. Regulation also revised to more directly reflect the most recent CDE fiscal advisory regarding student fees.

BP/AR 3515.4 - Recovery for Property Loss or Damage

(BP/AR revised)

Policy updated to reflect the 2019 limits for parent/guardian liability for property loss or damage caused by a child's willful misconduct and for any reward paid for information leading to the identification of persons responsible for property damage. Policy also reflects **NEW LAW (AB 1974)** which prohibits the collection of debt owed by a current or former homeless or foster youth. Regulation updated to reflect the requirement to offer an option for a student to provide work in lieu of payment when the parents/guardians are unable to

pay, and AB 1974 which allows the district, at its discretion, to offer any student, regardless of ability to pay, a nonmonetary means to settle debt. Regulation also adds a paragraph allowing the district to withhold a student's grades, diplomas, or transcripts until the damages have been recovered. Section on "Payment of Reward" deleted and key concepts moved to BP.

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BP/AR 4030 - Nondiscrimination in Employment

(BP/AR revised)

Policy and regulation updated to clarify applicability of the policy to nonemployees providing services to the district pursuant to a contract. Policy reflects **NEW STATE REGULATIONS (Register 2018, No. 20)** which add a definition of national origin and make it an unlawful employment practice to inquire into or discriminate against an employee on the basis of immigration status. Policy also reflects **NEW LAW (SB 1300)** which (1) prohibits districts from requiring an employee, in exchange for a raise or bonus or as a condition of employment or continued employment, to sign a nondisparagement agreement or release the right to file a claim against the district for unlawful acts in the workplace, including sexual harassment, and (2) provides that a district may be responsible for any harassment (not just sexual harassment) of employees by nonemployees if the district knows or should have known of the conduct and failed to take action. Regulation revises section on "Measures to Prevent Discrimination" to reflect a requirement, formerly in BP, to post the California Department of Fair Employment and Housing (DFEH) poster on workplace discrimination and harassment and to add the requirement to post the DFEH poster on the rights of transgender employees. Regulation also reflects **NEW LAW (SB 1300)** which authorizes training on bystander intervention.

AR 4161.1/4361.1 - Personal Illness/Injury Leave

(AR revised)

Regulation updated to revise section on "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" to clarify that, for districts choosing Option 2, employees must receive "at least" 50 percent of their regular salary during the additional period of absence. Section on "Parental Leave" updated to reflect **NEW LAW (AB 2012)** which requires that, regardless of the type of differential pay system used by the district, employees must receive at least 50 percent of their regular salary for any portion of the 12-week parental leave that remains following the exhaustion of sick leave.

AR 4261.1 - Personal Illness/Injury Leave

(AR revised)

Regulation updated to revise section on "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" to clarify that, for districts choosing Option 2, employees must receive "at least" 50 percent of their regular salary during the additional period of absence. Section on "Parental Leave" updated to reflect **NEW LAW (AB 2012)** which requires that, regardless of the type of differential pay system used by the district, employees must receive at least 50 percent of their regular salary for any portion of the 12-week parental leave that remains following the exhaustion of sick leave.

BP/AR 5117 - Interdistrict Attendance

(BP/AR revised)

Policy updated to delete references to the Open Enrollment Act since schools are not currently being identified as low achieving based on the Academic Performance Index, update legal cites, and clarify the continuing requirement to register as a school district of choice with the Superintendent of Public Instruction and county board of education before enrolling students under that program. Regulation updated to reflect **NEW LAW (AB 2826)** which adds a requirement, applicable to districts that have entered into interdistrict attendance agreements, to post on their web site the procedures and timelines for requests for interdistrict transfer permits. Regulation also reflects timelines added by AB 2826 for notifying parents/guardians of the district's granting or denial of the transfer request, which differ for current-year and future-year transfer requests, and for the parent/guardian's appeal of the district's decision to the county

office of education. In section on "School District of Choice Program," material deleted regarding the denial of a transfer into the district based on a negative impact on a desegregation plan or the racial/ethnic balance of the district, as such grounds are only applicable to transfers out of the district.

POLICY GUIDE SHEET

March 2019

Page 4 of 4

AR 5125.2 - Withholding Grades, Diploma and Transcripts

(AR revised)

Regulation updated to reflect **NEW LAW (AB 1974)** which allows districts to offer any student, other than a current or former homeless student, nonmonetary means to settle debt owed for property loss or damage resulting from the student's willful misconduct and to withhold the student's grades, diploma, and/or transcripts until the work or other alternative is completed.

BP 5127 - Graduation Ceremonies and Activities

(BP revised)

Policy updated to provide optional language providing that passage of any of the three high school equivalency tests approved by the State Board of Education is not equivalent to completing all graduation requirements for participation in graduation ceremonies. Option for student-initiated, student-led prayer at graduation ceremonies deleted consistent with court decisions which suggest that such prayer could be unconstitutional. Policy also reflects **NEW LAW (AB 1248)** which permits students to wear tribal regalia or recognized religious or cultural adornments to the cap and gown, unless the district determines that an item is likely to cause substantial disruption of the ceremony.

E 5145.6 - Parental Notifications

(E revised)

Exhibit reflects **NEW LAWS** requiring parental notice of the rights of pregnant and parenting students (**AB 2289**), mental health services available in the school and community (**AB 2022**), risks and effects of lead exposure when child enrolls in a licensed child care center or preschool (**AB 2370**), and specified educational rights of migrant students and newly arrived immigrant students in grades 11-12 (**AB 2121**). Exhibit also deletes two items related to Open Enrollment Act transfers since schools are not currently being identified as low achieving under this program. Section V updated to add legal cite pursuant to **NEW LAW (AB 1808)** which requires classroom notice on Williams UCP to include health and safety issues in license-exempt California State Preschool Programs.

AR 5148 - Child Care and Development

(AR revised)

Regulation updated to reflect **NEW LAW (AB 605)** which establishes a new child care center license and requires all centers to be licensed by January 1, 2024. Section on "Eligibility and Enrollment" updated to reflect **NEW LAW (AB 2626)** which raises the income eligibility threshold for subsidized services from 70 to 85 percent of the state median income and provides that a family that establishes eligibility for services, regardless of the basis of eligibility, is generally entitled to receive services for at least 12 months before being recertified for eligibility. Regulation also reflects **NEW LAW (AB 2370)** which requires licensed child care programs to provide parents/guardians with information regarding lead exposure and blood testing.

BB/E 9323.2 - Actions by the Board

(BB/E(1)/E(2) revised)

Bylaw updated to reference the timelines by which a civil action may be filed to determine the applicability of the Brown Act to past board actions, and to clarify the circumstances under which a board action cannot be invalidated. Exhibit 1 updated to consolidate several items related to siting a community day school on an existing school site, add board action to respond to an emergency facilities condition without giving notice for bids to let contracts (requiring two-thirds vote for three-member boards, or four-fifths vote for

five-member and seven-member boards), and reflect **NEW LAW (AB 2249)** which amends the threshold requirements for public works projects bid pursuant to the Uniform Public Construction Cost Accounting Act. Section on "Actions Requiring a Unanimous Vote of the Board" updated to further explain the ability to authorize the use of day labor or force account and/or waive the competitive bid process when the board determines that an emergency exists. Exhibit 2 contains minor revision for clarity.

Vendor/Addr Reg Reference	Remit name Date	Description	Tax ID num	Deposit type Fd Res	ABA num Y Goal Func Obj	Account num Slt BDR DD	TRMPS	Liq Amt	Net Amount
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001075/00	AT&T								
PO-000403	03/12/2019	12738851		1 01-0000-0-0000-2700-5990-000-000-00000	NN P			0.00	96.63
PO-000403	03/12/2019	12740295		1 01-0000-0-0000-2700-5990-000-000-00000	NN P			0.00	35.47
TOTAL PAYMENT AMOUNT									132.10

001008/00	BILL TAYLOR								
190410	PO-019484	03/08/2019	725016-BUS DRIVER TRAIN	1 01-0000-0-0000-3600-5890-000-000-00000	NY F			710.00	710.00
TOTAL PAYMENT AMOUNT									710.00

000234/00	CAROLINA BIOLOGICAL SPLY CO								
190408	PO-019482	03/13/2019	50626381 RI	1 01-7338-0-1110-1000-4300-000-000-00000	NN F			1,516.79	1,516.81
TOTAL PAYMENT AMOUNT									1,516.81

000045/00	CATA INC								
190405	PO-019479	03/15/2019	19-149C-SUMMER CONF REGIST	1 01-7010-0-3800-1000-5200-000-000-00000	NN F			1,034.00	1,034.00
TOTAL PAYMENT AMOUNT									1,034.00

000764/00	DANIELSON CO								
PO-000425	03/18/2019	192062		1 13-5310-0-0000-3700-4300-000-000-00000	NN P			0.00	81.09
PO-000425	03/18/2019	192241		1 13-5310-0-0000-3700-4700-000-000-00000	NN P			0.00	114.69
PO-000425	03/18/2019	192241		2 13-5310-0-0000-3700-4700-000-000-00000	NN P			0.00	1,064.45
PO-000425	03/18/2019	192062		2 13-5310-0-0000-3700-4700-000-000-00000	NN P			0.00	1,587.06
PO-000425	03/18/2019	192241		5 13-5320-0-0000-3700-4300-000-049-00000	NN P			0.00	27.87
PO-000425	03/18/2019	192241		6 13-5320-0-0000-3700-4700-000-049-00000	NN P			0.00	218.81
TOTAL PAYMENT AMOUNT									3,093.97

000274/00	FIREFLY COMPUTERS								
190386	PO-019477	03/14/2019	157613	1 01-6300-0-1110-1000-4300-000-000-00000	NY F			47.89	47.89
TOTAL PAYMENT AMOUNT									47.89

000307/00	HAMILTON HIGH SCHOOL								
PV-000116	03/11/2019	ATHLETIC SUPPLIES		01-0000-0-1110-1000-4300-100-006-00000	NN			27.77	27.77
TOTAL PAYMENT AMOUNT									27.77

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type Fd Res	ABA num Y Goal Func Obj	Account num Sit Bdr DD	TrmPS	Liq Amt	Net Amount
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000445/00	IT SAVVY								
190394	PO-019478 03/18/2019	01095765-WEBROOF ADD LIC		1 01-9150-0-0000-2420-5890-000-0000-00000	NN F			200.75	200.75
		TOTAL PAYMENT AMOUNT						200.75	200.75

000723/00	JIMMY'S CUSTOM TROPHIES								
190082	PO-019165 03/15/2019	29404-HALL OF FAME PLAQUES		2 01-0000-0-0000-2700-4300-000-000-00000	NN P			0.00	120.01
		TOTAL PAYMENT AMOUNT						120.01	120.01

001259/00	JOHANNA M CLAY		557451211						
190194	PO-019300 03/18/2019	3rd QTR BILLING		1 01-0000-0-1110-1000-5890-000-000-00000	NY P			1,875.00	1,875.00
		TOTAL PAYMENT AMOUNT						1,875.00	1,875.00

001283/00	JOHN'S TIRE & MUFFLER SERVICE		825167211						
PO-000410	03/13/2019	3835-OIL/2013 EXPED		1 01-8150-0-0000-8100-5630-000-000-00000	NY P			0.00	60.79
		TOTAL PAYMENT AMOUNT						60.79	60.79

000349/00	LARKIN AUTO ELECTRIC		564958031						
PO-000401	03/11/2019	1799-TRACTOR REPAIRS		1 01-8150-0-0000-8100-5630-000-000-00000	NY P			0.00	411.37
		TOTAL PAYMENT AMOUNT						411.37	411.37

000012/00	NAPA AUTO PARTS								
PO-000418	03/07/2019	660810		1 01-8150-0-0000-8100-4300-000-000-00000	NN P			0.00	15.15
		TOTAL PAYMENT AMOUNT						15.15	15.15

001059/00	NORCAL FOOD EQUIPMENT INC								
PO-000419	03/04/2019	RA522002		1 13-5310-0-0000-3700-5630-000-000-00000	NN P			0.00	193.00
		TOTAL PAYMENT AMOUNT						193.00	193.00

000309/00	OFFICE DEPOT INC								
190002	PO-019100 03/12/2019	286607107001		3 01-0000-0-0000-2700-4300-000-000-00000	NN P			80.51	80.51
190133	PO-019240 03/01/2019	282123623001		2 01-0000-0-1110-1000-4300-800-000-00000	NN P			10.35	10.35
190133	PO-019240 03/01/2019	282115862001		2 01-0000-0-1110-1000-4300-800-000-00000	NN P			33.03	33.03

Vendor/Addr Remit name Description Tax ID num Deposit type Fd Res Y Goal Func Obj Sit Bdr DD T9MPS Liq Amt Net Amount
 Req Reference Date

000309 (CONTINUED)
 190397 PO-019467 03/12/2019 286586630001 1 01-0000-0-1110-1000-4300-800-000-00000 NN P 13.16 13.16
 190397 PO-019467 03/12/2019 286583608001 1 01-0000-0-1110-1000-4300-800-000-00000 NN F 46.54 46.54
 TOTAL PAYMENT AMOUNT 183.58 *

000418/00 PITNEY BOWES GLOBAL FINCL INC 201344287 1 01-0000-0-1110-1000-5620-800-000-00000 NN P 0.00 0.00
 PO-000443 03/11/2019 JAN-APR 2019 145.53 *
 TOTAL PAYMENT AMOUNT 145.53

000763/00 PROPACIFIC FRESH 1 13-5310-0-0000-3700-4700-000-000-00000 NN P 0.00 961.14
 PO-000407 01/18/2019 66733950 1 13-5310-0-0000-3700-4700-000-000-00000 NN P 0.00 600.81
 PO-000407 01/18/2019 66733848 5 13-5320-0-0000-3700-4700-000-049-00000 NN P 0.00 300.83
 TOTAL PAYMENT AMOUNT 1,862.78 *

001510/00 RAY MORGAN COMPANY 1 01-9150-0-0000-2420-4400-000-000-00000 NN C 0.01 0.00
 190285 PO-019362 03/12/2019 CLOSE BAL 0.00 *
 TOTAL PAYMENT AMOUNT 0.00

000282/00 ROCHESTER 100 INC 1 01-0000-0-1110-1000-4300-800-000-00000 NN C 40.00 0.00
 190276 PO-019359 03/12/2019 CLOSE BAL-use tax 0.00 *
 TOTAL PAYMENT AMOUNT 40.00

001382/00 U S BANK CORPORATE 1 01-0000-0-1110-1000-5890-000-000-00000 NN C 100.00 0.00
 190004 PO-000448 03/12/2019 REDUCE TO 0 BAL -100.00 0.00
 190004 PO-000448 03/12/2019 REDUCE TO 0 BAL 500.00 0.00
 190005 PO-000449 03/12/2019 REDUCE TO 0 BAL -500.00 0.00
 190005 PO-000449 03/12/2019 REDUCE TO 0 BAL 2,250.00 0.00
 190147 PO-019214 03/12/2019 CLOSE BAL PER JL 0.00 0.00
 TOTAL PAYMENT AMOUNT 0.00 *

Vendor/Addr Remit name Description Tax ID num Deposit type ABA num Account num
 Reg Reference Date Fd Res Y Goal Func Obj Slt Bkr DD TRMPS Lig Amt Net Amount

002012/00 UNITED GROCERS
 190053 PO-019152 03/12/2019 CLOSE BAL
 TOTAL PAYMENT AMOUNT 1 01-0000-0-1110-1000-4300-000-0000-000000 NN C 600.00 0.00
 0.00 *

000147/00 VALLEY TRUCK & TRACTOR CO 941613367
 TOTAL BATCH PAYMENT 11,630.50 *** 0.00 11,630.50

190006 PO-000450 03/12/2019 REDUCE TO 0 BAL 1 01-8150-0-0000-8100-4300-000-0000-000000 NN C 50.00 0.00
 190006 PO-000450 03/12/2019 REDUCE TO 0 BAL 1 01-8150-0-0000-8100-4300-000-0000-000000 NN C -50.00 0.00
 TOTAL PAYMENT AMOUNT 0.00 *

TOTAL DISTRICT PAYMENT 11,630.50 **** 0.00 11,630.50
 TOTAL FOR ALL DISTRICTS: 11,630.50 **** 0.00 11,630.50

Number of checks to be printed: 17, not counting voids due to stub overflows.
 Number of zero dollar checks: 5, will be skipped.

Printed: 03/21/2019 13:20:00

Prepared by Chris Tobias Date 3/21/19
 Authorized by _____ Date _____

Vendor/Addr	Remit name	Description	Tax ID num	Deposit type	Fd Res	Y Goal	Func Obj	Sit Bdr	DD	ABA num	Account num	T9MPS	Liq Amt	Net Amount
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000008/00	CALIFORNIA'S VALUED TRUST H/W													
PO-000444	03/18/2019	APRIL 2019		1	01-0000-0-0000-0000-9571-000-000-00000	NN	P						0.00	30,401.22
PO-000444	03/18/2019	APRIL 2019		2	01-0000-0-0000-0000-9572-000-000-00000	NN	P						0.00	65,458.92
PO-000444	03/18/2019	APRIL 2019		3	01-0000-0-0000-0000-9573-000-000-00000	NN	P						0.00	3,568.51
TOTAL PAYMENT AMOUNT													99,428.65	99,428.65

002047/00	DANNIS WOLIVER KELLEY		943172834											
PO-000423	02/28/2019	FEBRUARY LEGAL FEES		1	01-0000-0-0000-7110-5815-000-000-00000	NE	P						0.00	3,103.50
TOTAL PAYMENT AMOUNT													3,103.50	3,103.50

TOTAL BATCH PAYMENT	102,532.15	***	0.00	102,532.15
TOTAL DISTRICT PAYMENT	102,532.15	****	0.00	102,532.15
TOTAL FOR ALL DISTRICTS:	102,532.15	****	0.00	102,532.15

Number of checks to be printed: 2, not counting voids due to stub overflows.

Prepared by	<i>Kirsten Hamman</i>	Date	<i>3/25/19</i>
Authorized by		Date	

**HAMILTON UNIFIED SCHOOL DISTRICT
BOARD MEETING
MINUTES**

**Hamilton High School Library
Wednesday, March 27, 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.
7:00 p.m. Reconvene to open session no earlier than 7:00 p.m.

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. Government Code Section 54957 (b), Personnel Issue – with Small School District’s Association (SSDA) Consultant, Debra Pearson. To consider the employment, evaluation, reassignment, resignation, dismissal, or discipline of a classified and certificated employees.
2. Government Code Section 54957.6, Labor Negotiations. To confer with the District’s Labor Negotiator, Superintendent Charles Tracy regarding HTA and CSEA negotiations.
3. 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.

Report out action taken in closed session.

Gabriel Leal, board president , no action taken during closed session.

5.0 PUBLIC SESSION/FLAG SALUTE: 7:19pm

6.0 ADOPT THE AGENDA: (M) Lower/Genaro/ all approved.

7.0 COMMUNICATIONS/REPORTS:

1. Board Member Comments/Reports.
2. ASB President and Student Council President Reports.
 - a. Hamilton High School, Ofelia Flores
 - b. Hamilton Elementary School, Ximena Hernandez
3. District Reports (written, February & March included due to flood closures in February)
 - a. Food Service Report by LeAnn Radtke (written) (page 4-5)
 - b. Operations Report by Marc Eddy (written) (page 6)
 - c. Technology Report by Derek Hawley (written) (page 7)
4. Principal and Dean of Student Reports
 - a. Kathy Thomas, Hamilton Elementary School Principal (written) (page 8)
 - b. Maria Reyes, District Dean of Students (written)
 - c. Cris Oseguera, Hamilton High School Principal (written) (page 9)
5. Chief Business Official Report by Diane Holliman (written) (page 10)
6. Superintendent Report by Charles Tracy
 - a. Small School Districts Association Annual Conference reminder – Sunday, March 31st to Monday, April 1st.
 - b. Staff In-Service Day: Friday, March 29, 2019 – “End of Year Staff Appreciation Lunch” 1130am plan for some recognitions
 - c. LCAP Review at Hamilton High School Open House (April 4, 2019) and upcoming Hamilton Elementary School Parent Luncheon.
 - d. Upcoming School Board Meetings:

- i. Wednesday, April 17, 2019
- ii. Wednesday, May 22, 2019
- iii. Wednesday, June 12, 2019 (LCAP/Budget Public Hearing)
- iv. Wednesday, June 26, 2019 (LCAP/Budget Approval)
- e. Holidays:
 - i. Friday, April 19, 2019 – Good Friday
 - ii. Monday, April 22, 2019 – Friday, April 26, 2019 – Spring Break

8.0 PRESENTATIONS:

1. Gear Up Grant, future partnerships/plans by Stacey Garrett. (page 11-12)
Stacy Garret, Cody Lane, spoke about grant. This will be an extra resource on campus to empower student and let them know that education is an option. They also do parent nights to help parents with financial aid. They have already sponsored a Butte College field trip for Jr. High students. They will be doing professional development for the staff in the summer and college career day. They will be hiring a full-time advisor for Jr. High so they can help and follow students thru High School. 7 year grant will start with 6th grade.

Ray: Will you be applying for a future grant? Stacy: Yes, we do plan on that. This is the first time Gear Up has been done in this county.

9.0 CORRESPONDENCE:

1. None

10.0 INFORMATIONAL ITEMS:

1. HUSD Annual Contracts per School Board Request. (page 13): no corrections
2. Request for Proposal - Musical Instruments, Maximum Bid Not to Exceed \$30,000 (funding from North State Arts Education Consortium). (page 14): Funds need to used by June 30th, : Rosalinda: So we will purchase new instruments for the High School and the refurbished go to the Elementary? Tracy: Yes, this way the younger kids practice on the older ones and the new ones don't get destroyed that easily.
3. Educational Specifications and CDE site requirements, by Mike Cannon.: passed out handout.

11.0 DISCUSSION ITEMS:

1. J. Soon Consulting Proposal, Foodservice consulting. (page 15-16)

Joey: He spoke about what he will do and why he is doing this. Board agreed to bring item back for April meeting as action item.

2. Resolution 18-19-110 RE Exemption from Local Land Use Planning Requirements; and, Designation of District as Lead Agency for CEQA Study Purposes. (page 17-19)
3. Demographic Student for Hamilton Unified School District, SchoolWorks, Inc. by Mike Cannon. (page 20-46)
4. CEQA Study Contract, Placeworks, Inc. & Hauge Brueck by Mike Cannon. (page 47-92)

Ray; Does map on page 48 have to be detailed or to scale or is it just general? Response: it's a conceptual drawing, just generic plan for purpose of placeworks. The detailed one will be done when project is in the works.

5. Contract Proposal for Title 5 Risk Assessments for Hamilton High School Expansion, Placeworks, Inc. by Mike Cannon. (page 93-103)
6. Second Interim Report by Diane Holliman. (page 104-136)

Dianne reported on Interim:

Ray: Why the deficit is higher? Dianne: Because we built a hog barn and the hog barn projection went over due to unexpected expenses.

Ray: If we hire Mr. Soon, would the cafeteria pay for him? Diane: No there is language on that which restrict the usage from that fund.

Rod: What was the cause of over cost of hog barn? Diane/Chuck: We had water and septic problem, had to redo some of the parking lot. Cannon: They had to rebuild septic system, new building houses more animals so it needs to be able to sustain that, underground utilities had to be reroute, there was a lot of problems.

Rod commented: I will say that there is no more pig smell, it has gotten a lot better,

Dianne: Everyone is very happy with it, hogs are very happy. There is also a Plasma Cutter and laser engraver with Martin. Between Derek and Andy Martin they are doing a good job of setting it up and with the assistance of a local company, they will be getting updates for free.

7. Board Member Participation in End-of-Year Activities.
 - a. HES Promotion – Thursday, June 6, 2019 at 7:00 p.m. (Board Members arrive at 6:30 p.m.), Location: HHS Stadium. Gabriel Leal/Genaro Reyes
 - b. HHS Graduation – Friday, June 7, 2019 at 8:00 p.m. (Board Members arrive at 7:30 p.m.), Location: HHS Stadium. Genaro Reyes/Rod Boone
8. Request by Drivers Education Teachers for Hourly Rate Increase. (page 137)
9. Potential Citizens Oversight Committee for Hamilton Unified School District General Obligation Bond – need a total of at least 7 members:

Only have 3 at the moment, can move forward with what we have. volunteers tonight on the categories.

 - a. Category: Business Owner
 - i. Interested member: Gee Singh
 - b. Category: Parent in the District
 - i. Interested member: Froylan Mendoza
 - c. Category: Senior Citizens' Organization
 - i. Interested member: Merrilee Johnson
 - d. Category: PTA/PTO Member
 - i. Interested member: OPEN Rosalinda Sanchez
 - e. Category: Member or Taxpayers' Organization (i.e. groups of landowners, e.g. homeowners' associations).
 - i. Interested member: OPEN Tomas Loera
 - f. Category: Other member at large
 - ii. Interested member: OPEN
 - g. Category: Other member at large
 - iii. Interested member: OPEN

Need to establish committee by no later than April 1, 2019.

The members may not be employees of the District or vendors, contractors or consultant's to the District as that would be a conflict. This includes substitute teachers or individuals that may provide any type of services to the District, even sporadic in nature. You may hand select the members by soliciting them.

10. First reading of Board Policy and Exhibit 0420.41 Charter School Oversight. (page 138-142)
11. First reading of Board Policy and Administrative Regulation 1312.3 Uniform Complaint Procedures. (page 138-142)
12. First reading of Administrative Regulation, Exhibit (1), Exhibit (2), Exhibit (3) and Exhibit (4) 1312.4 Williams Uniform Complaint Procedures. (page 138-142)
13. First reading of Administrative Regulation 1340 Access to District Records. (page 138-142)
14. First reading of Board Policy and Administrative Regulation 3100 Budget. (page 138-142)
15. First reading of Board Policy and Administrative Regulation 3260 Fees and Charges. (page 138-142)
16. First reading of Board Policy and Administrative Regulation 3515.4 Recovery for Property Loss or Damage. (page 138-142)
17. First reading of Board Policy and Administrative Regulation 4030 Nondiscrimination in Employment. (page 138-142)
18. First reading of Administrative Regulation 4161.1, 4261.1 and 4361.1 Personal Illness/Injury Leave. (page 138-142)
19. First reading of Board Policy and Administrative Regulation 5117 Interdistrict Attendance. (page 138-142)
20. First reading of Administrative Regulation 5125.2 Withholding Grades, Diploma and Transcripts. (page 138-142)
21. First reading of Board Policy 5127 Graduation Ceremonies and Activities. (page 138-142)
22. First reading of Exhibit 5145.6 Parental Notifications. (page 138-142)
23. First reading of Administrative Regulation 5148 Child Care and Development. (page 138-142)
24. First reading of Board Bylaw, Exhibit (1) and Exhibit (2) 9323.2 Actions by the Board. (page 138-142)

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.

No public comment

13.0 **ACTION ITEMS:**

1. Resolution 18-19-110 RE Exemption from Local Land Use Planning Requirements; and, Designation of District as Lead Agency for CEQA Study Purposes. (page 17-19): Lower/Boone
2. Demographic Student for Hamilton Unified School District, SchoolWorks, Inc. (page 20-46): Odom/Boone
3. CEQA Study Contract, Placeworks, Inc. (page 47-92): Lower/Boone
4. Contract Proposal for Title 5 Risk Assessments for Hamilton High School Expansion, Placeworks, Inc. (page 93-103): Lower/Boone
5. Adopt Second Interim Report 2018-19. (page 104-136): Odom/Boone
6. Request by Drivers Education Teachers for Hourly Rate Increase. (page 137): Boone/Reyes
7. Affidavit of School District - Form J-13A, Request for Allowance of Attendance Due to Emergency Conditions. (page 143-167): Boone/Reyes
8. Raquel Bocast hired as Teacher on Special Assignment (TOSA) for Hamilton Unified School District.: Lower/Odom

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. (page 168-188)
2. California Department of Education Consolidated Application for 2018-19. (page 189-216)
3. Hamilton Elementary School Site Council Meeting Agenda for March 14, 2019. (page 217)
4. Hamilton Elementary School Site Council Meeting Minutes for March 14, 2019. (page 218)
5. Minutes for the Regular Board Meeting on February 27, 2019. (page 219-223)
6. Hamilton Elementary School CJSF (California Junior Scholarship Federation) End-of-Year Field Trip – May 3, 2019. (page 224)
7. Interdistrict Transfers (new only; elementary students reapply annually).
 - a. Out
 - i. Hamilton Elementary School
 1. None
 - ii. Hamilton High School
 1. None
 - b. In
 - i. Hamilton Elementary School
 1. None
 - ii. Hamilton High School
 1. None
8. Personnel Actions as Presented:
 - a. New hires:

i. Asha Mundo	Child Nutrition Assistant 2019-20	HES
ii. Elliott Delmatier	JV Baseball Coach	HHS
iii. Heather Knutson	Music Teacher 2019-20	District
 - b. Resignations/Retirement:

i. Omar Saldivar	Child Nutrition Assistant - BGC	HES
ii. Heather Wyman	Yard Duty Supervisor/Crossing Guard	HES

With the correction of the date for the CJSF Field Trip May 17, 2019: Reyes/Boone

15.0 **ADJOURNMENT: 9:10pm**

HAMILTON UNIFIED SCHOOL DISTRICT

BOARD MEETING

Minutes

Hamilton High School Library

Tuesday April 9, 2019

8:30 p.m. Public session for purposes of opening the meeting only.

8:30 p.m. Closed session to discuss closed session items listed below.

9:00 p.m. Reconvene to open session no earlier than 9:00 p.m.

1.0 OPENING BUSINESS:

Call to order and roll call

_____ Gabriel Leal, President _____ Hubert "Wendall" Lower, Clerk _____ Rod Boone

____ Abs _____ 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. Government Code Section 54957 (b), Personnel Issue – with Small School District’s Association (SSDA) Consultant, Debra Pearson. To consider the employment, evaluation, reassignment, resignation, dismissal, or discipline of a classified and certificated employees.

Report out action taken in closed session.

_____ No Action Taken

____ X _____ Board Gave Direction to District Consultant Debra Pearson regarding a personnel matter.

5. Adjournment: ____ 10:06 PM _____ PM/AM

Clerk

Date

Superintendent

Date

Consent Agenda: Proposal for AP US History Field Trip

I am requesting board approval for a field trip for my Advanced Placement United States History Class. I would like to take my class of 4 Junior students to see a matinee showing of the movie "Best of Enemies" at the Cinemark Theater in Chico, CA. between the dates of April 8th and 12th. As of writing this request the movie times for this week are not out so the exact time is to be determined.

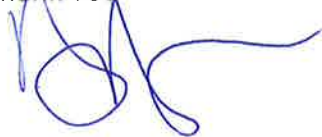
The movie is rated PG13. I have included the description below...

"The true story of the unlikely relationship between Ann Atwater, an outspoken civil rights activist, and C.P. Ellis, a local Ku Klux Klan leader. During the racially charged summer of 1971, Atwater and Ellis come together to co-chair a community summit on the desegregation of schools in Durham, N.C. The ensuing debate and battle soon lead to surprising revelations that change both of their lives forever."

The subject matter of the movie covers the AP US History standards that deal with race relations in the United States during the 1950's and the civil rights movement in American South.

I would like to take one school or car (at \$1.50 a mile per van). I will chaperone as there is only 4 kids, but I will invite Mr. Oseguera and my student teacher to attend as well. The movie tickets and transportation costs will be paid for by myself, students will be responsible for their own "snacks" but no student will go without if they can not afford snacks.

Thank You



Hogan Brown