

**Eureka City Schools Board of Education**

2100 J Street - Eureka, CA 95501

**Regular Meeting**

6:30 PM

**November 18, 2021**

**AGENDA**

**A. CALL TO ORDER OF OPEN SESSION (5:15 p.m. - Room 116)**

**B. PUBLIC COMMENT ON CLOSED SESSION ITEMS**

**C. CLOSED SESSION (Room 118)**

- (1) Employee Discipline, Dismissal, Release, Accept the Resignation of a Public Employee (GC § 54957)
- (2) Public Employee Performance Evaluation (Gov. Code §54957) Title: Superintendent
- (3) Public Employee Appointment (Gov. Code §54957) - See Personnel Action Report Consent Agenda Item No. J(16)
- (4) Public Employment (Gov. Code §54957) - See Personnel Action Report Consent Agenda Item No. J(16)
- (5) Public Employee Performance Evaluation (Gov. Code §54957) Title: Superintendent
- (6) Conference with Labor Negotiator Superintendent Van Vleck Regarding Eureka Teachers Association, Classified White and Blue Collar Units, and/or Unrepresented Employees (Confidential and Classified and Certificated Management) (GC § 54957.6)

**D. RECONVENING OF OPEN SESSION**

**E. REPORT OUT FROM CLOSED SESSION**

**F. PLEDGE OF ALLEGIANCE TO THE FLAG - Zane Middle School**

**G. ADJUSTMENT TO THE AGENDA**

*The Board of Trustees reserves the right to change the order in which agenda items are discussed and/or acted upon at this meeting. Subject to further action by the Board, this meeting will proceed as provided in this agenda. Items may be added to this agenda for discussion or action only as permitted by law.*

- (7) Approval of Agenda

**H. INFORMATION**

- (8) Student Reports
- (9) Superintendent's Reports
- (10) Board Members' Reports

## **I. PUBLIC COMMENT ON NON-AGENDA ITEMS**

**\* IN ORDER TO ADDRESS THE BOARD, PLEASE COMPLETE THE GREEN SPEAKER'S FORM AT THE DOOR AND GIVE TO THE BOARD PRESIDENT.**

*Individual speakers shall be allowed three (3) minutes to address the Board on each non-agenda or agenda item. The Board shall limit the total time for public input on each item to twenty (20) minutes (BB 9323(b)).*

## **J. CONSENT CALENDAR**

- (11) Approval of October 2021 Warrants

*Referred to the Board by:*

*Paul Ziegler, Assistant Superintendent of Business Services*

- (12) Approval of the Memorandum of Understanding (MOU) Between College of the Redwoods and Eureka City Schools

*Referred to the Board by:*

*Fred Van Vleck, Ed.D., Superintendent*

- (13) Approval of Notice of Scheduling of Organizational Meeting on December 9, 2021

*Referred to the Board by:*

*Fred Van Vleck, Ed.D., Superintendent*

- (14) Approval of Field Trip Requests: Various Field Trips - Eureka High School - Winter Sports (2021-22)

*Referred to the Board by:*

*Renae Will, Director of Personnel Services and Public Affairs*

- (15) Approval of Policy Updates from CSBA - June 2021

*Referred to the Board by:*

*Fred Van Vleck, Ed.D., Superintendent*

- (16) Approval of Personnel Action Report No. 6

*Referred to the Board by:*

*Renae Will, Director of Personnel Services and Public Affairs*

- (17) Approval and Receipt of Grant Award Notice: 2021-22 Agricultural Career Technical Education Incentive Grant

*Referred to the Board by:*

*Paul Ziegler, Assistant Superintendent of Business Services*

- (18) Acceptance of the Williams Visit Report

*Referred to the Board by:*

*Fred Van Vleck, Ed.D., Superintendent*

- (19) Approval of the Memorandum of Understanding (MOU) Between Humboldt County Office of Education as LEA for the Transition Partnership Program Consortium and ECS

*Referred to the Board by:*

*Fred Van Vleck, Ed.D., Superintendent*

- (20) Approval of the Memorandum of Understanding (MOU) Between Big Brothers Big Sisters of the North Coast and Eureka City Schools

*Referred to the Board by:*

*Fred Van Vleck, Ed.D., Superintendent*

- (21) Approval of Minutes from the Regular Meeting on October 28, 2021

*Referred to the Board by:*

*Fred Van Vleck, Ed.D., Superintendent*

- (22) Approval of the Memorandum of Understanding (MOU) between the Humboldt County Office of Education and Eureka City Schools for Differentiated Assistance Plan

*Referred to the Board by:*

*Fred Van Vleck, Ed.D., Superintendent*

- (23) Approval of Grant Intent to Apply: AB 841 Funding, Indoor Air Quality Engineering Services

*Referred to the Board by:*

*Paul Ziegler, Assistant Superintendent of Business Services*

#### **K. DISCUSSION/ACTION**

- (24) Revised Mural Criteria and Parameters for Murals in Eureka City Schools

*Referred to the Board by:*

*Fred Van Vleck, Ed.D., Superintendent*

- (25) Employment Contract for the Assistant Superintendent of Educational Services for 2021-2023

*Referred to the Board by:*

*Fred Van Vleck, Ed.D., Superintendent*

- (26) Consideration of Interdistrict Attendance Agreement for the 2022-2023 School Year

*Referred to the Board by:*

*John Leonard, Director of Student Services*

#### **L. DISCUSSION**

- (27) Educator Effectiveness Block Grant Expenditure Plan

*Referred to the Board by:*

*Paul Ziegler, Assistant Superintendent of Business Services*

#### **M. CLOSED SESSION (continued)**

#### **N. RECONVENING OF OPEN SESSION (continued)**

#### **O. REPORT OUT FROM CLOSED SESSION (continued)**

#### **P. INFORMATIONAL ONLY ITEMS**

- (28) Information Only: December 2021 - Review of CDE Calendar of Events

**Q. ADJOURNMENT**

*Notice: Documents and materials relating to an open session agenda that are provided to the Board less than 72 hours prior to a regular meeting will be available for public inspection and copying at the Eureka City Schools District Office, Superintendent's Office (Room 108), 2100 J Street, Eureka, CA 95501.*

*Notice: Eureka City Schools adheres to the Americans with Disabilities Act. Should you require special accommodations or auxiliary aids and services in order to participate in the Board meeting, please contact the Superintendent's Office (Room 108) in writing three days prior to the meeting at 2100 J Street, Eureka, CA 95501.*

*Notice: Regular Board meetings may be digitally recorded. Per Board policy, recordings may be erased or destroyed 30 days after the meeting.*

*Notice: The Governing Board reserves the right to take action on any item listed on this agenda.*



*Eureka City Schools Board of Education*

**AGENDA ITEM**

Agenda Title: Approval of October 2021 Warrants

Meeting Date: November 18, 2021

Item: Consent

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is asked to approve the attached list of warrants issued during the month of October 2021.

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

Education Code section 17605 allows the District's Board to "adopt a rule, delegating to any officer or employee...the authority to purchase supplies, materials, apparatus, equipment, and services" that do not exceed the amount specified in section 20111 of the Public Contract Code. However, Education Code 35161 requires the Board to retain "ultimate responsibility over the performance of those powers or duties so delegated". As a result, it is recommended that the Governing Board ratify or approve actions taken by the designees.

**STRATEGIC PLAN/PRIORITY AREA:**

Applied to the "Fiscal Integrity of the District" portion of the Strategic Plan

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

This issue was discussed at the February 27, 2014 Board meeting. It was agreed that the Warrant listings would come to the Board for review and approval on a monthly basis.

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

For October 2021, the District issued warrants totaling \$2,467,184.89.

**WHO** *(list the name of the contact person(s), job title, and site location)*

Paul Ziegler, Assistant Superintendent of Business Services

**ATTACHMENTS:**

Description

▢ October 2021 Warrants

## Checks Dated 10/01/2021 through 10/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000149640	10/04/2021	ACSA	01-5300	ACSA MEMBERSHIP		1,000.00
3000149641	10/04/2021	Jewell, Stacy L	01-4392	PD SUPPLIES		39.73
3000149642	10/04/2021	RAMONE'S BAKERY & CAFE	01-4393	leadership refreshments		207.42
3000149643	10/04/2021	RAY MORGAN CO.	01-5637	OPEN PO - LEARNING CENTER RAY MORGAN MAINT AGR		1,263.24
3000149644	10/04/2021	RENAISSANCE LEARNING INC.	01-5800	STAR 360 SUBSCR		75,181.98
3000149645	10/04/2021	U.S. BANK CORPORATE PMT	01-4100	LITERACY BOOKS	707.84	
			01-4110	BIBLIO.COM - REPLACEMENT TEXT FOR EHS	60.21	
				ELA BOOK	35.22	
				SCI CURRICULUM	202.50	
				WASH - CLASS SUPPL	26.59	
			01-4310	* Amazon - Stadium Seat Cushions-Elementary sites	9,757.45	
				* Bulk Office Supply-school wide binders/dividers	1,565.50	
				* Envelopes for Jacquee	216.10	
				A.B. PLAYGROUND SUPPL	107.76	
				Amazon/cc: Pump for dump trailer	436.32	
				AMAZON: EHS SUP/CON	538.88	
				ATTENDANCE ICE MACH BOOK	41.03	
					205.08	
				BUS CARDS BUS SVC	69.36	
				BUS CARDS S.S.	25.38	
				CALCARD WAGNER 8-23-21	1,625.45	
				CC PUZZ CLASS SUPP	759.34	
				CC PUZZ CLASS SUPPL	580.13	
				CC PUZZ PHONICS BOOKS	96.13	
				CC PUZZ SOM MEDALS	180.52	
				CC PUZZ SUPP	53.20	
				CC PUZZ SUPPL	67.24	
				CC PUZZ SUPPLIES	158.49	
				CLASS SUPPL	1,680.74	
				COVID SUPPL	611.72	
				COVID STORAGE SUPPL	102.03	
				COVID SUPPL	34.94	
				COZY CUBE	71.00	
				CURRICULUM	26.59	

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

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Page 1 of 16

## Checks Dated 10/01/2021 through 10/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000149645	10/04/2021	U.S. BANK CORPORATE PMT		DESK FOR RM 104	125.63	
				DIGITAL CITIZEN CURR	253.37	
				ED SVC SUPPL	61.80	
				EHS ESSER II	342.25	
				ES SVCS SUPPL	122.86	
				ESSER 3212	419.52	
				FOGGER SUPPLIES	3,424.80	
				HEALTH CHARTS	216.65	
				MAGAZINE FILE HOLDERS	57.89	
				MENTAL HLTH SUPPL	121.26	
				MERV 13 filters	421.20	
				OFF SUPPL	155.39	
				OFFICE SUPPL	2,197.77	
				PACKET CHART ORG.	42.57	
				PACKET SUPPLIES	64.95	
				PBIS	7.64	
				PBIS BANNER	162.90	
				RETURNED ITEM	33.40-	
				SCHOOL SUPPL	57.08	
				SENSORY ITEMS	81.90	
				SOAR ACADEMY SUPP	31.54	
				SOAR ACADEMY SUPPL	3.64	
				SPEECH CURR	924.34	
				STUDENT SUPPL	115.15	
				SUPPLIES	403.11	
				TEACHER PLAN BKS	609.89	
				TEACHING SUPPL	471.91	
				TRAINING SUPPL	17.24	
				VISION CHARTS	331.75	
				WATER FOR STUDENTS	39.89	
				WHITEBOARD	908.96	
				WHITEBOARD SUPP	29.49	
				WINSH PE SUPPL	223.56	
			01-4351	AMAZON - EHS Lottery	32.72	
				BUS. CARDS H/R	25.38	
				CABINET LUNCH	68.40	
				OFFICE SUPPL	179.15	

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Page 2 of 16

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Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000149645	10/04/2021	U.S. BANK CORPORATE PMT		OFFICE SUPPLIES	47.35	
				ROLLING STOOL	87.39	
				TABLE	115.30	
			01-4362	VEHICLE SUPPL	148.41	
			01-4381	PRESS BOOTH ELECT SUPPL	97.32	
			01-4392	CALCARD WAGNER 8-23-21	362.22	
				CC PUZZ STAFF LUNCH	109.18	
				CC PUZZ TCHR LUNCH	190.66	
				ED SVS SUPPLIES	33.98	
				PD LUNCH	165.60	
			01-4393	A.B. PD LUNCH	190.66	
				CABINET LUNCH	127.82	
				FOOD FOR P.D.	596.36	
				GRANT P.D. LUNCH	190.66	
				LAF P.D. LUNCH	190.66	
				LDRSHIP RETREAT SUPPL	220.27	
				LUNCH - DACOSTA	27.66	
				LUNCH - PRIN ACDMY	178.12	
				NURSE SUPPL	85.08	
				P.D LUNCHEON	212.86	
				P.D. FOOD	80.59	
				P.D. LUNCHEON	129.83	
				PRIN ACDMY SUPPL	34.18	
				PRINCIPAL ACADEMY SUPPL	223.42	
				PRINCIPAL ACDMY SUPPL	13.60	
				REFRESHMENTS	73.42	
			01-4396	COVID CLICKER COUNTERS	30.56	
				COVID DISINFECTION	13.97	
			01-4400	Hydration Stations for Gym locker rooms	1,704.52	
			01-5207	TRANSP TRAINING - T. JAMES	2,500.00	
			01-5210	BACK TO SCH BKFST	133.07	
				CALCARD VAN VLECK CORR JULY'21	.01	
				FOOD FOR CABINET	68.97	
				LODGING DACOSTA	336.58	
			01-5300	ROTARY MBRSHIP	470.00	
			01-5635	CALCARD WAGNER 8-23-21	435.88	
			01-5800	TOWING FOR VAN #94	1,130.00	

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Page 3 of 16

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3000149645	10/04/2021	U.S. BANK CORPORATE PMT	01-5831	ADVERTISING CRAIGS LIST	180.00	
				ADVERTISING FB	322.20	
				BANNERS	655.39	
			01-5950	POSTAGE	31.20	
			01-9320	COSTCO - Initial Stores Stock	440.03	
				Initial Stores Stock Amazon.com	81.90	
				School Nurse Supp - Initial Stores Stock	354.51	
			12-4310	21 TABLES FOR CLASS	756.84	
				CLASS SUPPL	586.44	
				CLASS SUPPLIES	83.58	
				SENSORY SUPPL	89.76	
			12-4351	OFFICE SUPPL	16.57	
			12-5950	USPS TRACKING	8.10	
			13-4389	KITCHEN SUPPL	156.00	
			13-4396	KITCHEN SUPPL	35.02	
			13-4710	APRONS	352.65	
				BOARD DINNER/EHS RECIPE TESTING	65.08	
				KITCHEN SUPPL	1,037.96	
			95-4310	HomeDepot.com - EHS GENERAL TRUST	393.69	
				Unpaid Tax	138.86-	49,027.11
3000149977	10/07/2021	ACADEMIC INNOVATIONS	01-4110	TEXT IN SPANISH		268.67
3000149978	10/07/2021	Amazon Capital Services	01-4310	6th grade Stewart Order	935.97	
				AMAZON FOR MHDG	1,651.67	
				August Supplies from Amazon	1,218.34	
				EHS CTE	678.31	
				ELEMENTARY BAND PPE	1,076.34	
				Our 1st Online Shopping order - Paper pads	19.21	
				Sept Amazon supplies	452.58	6,032.42
3000149979	10/07/2021	AMERICAN FIDELITY ADMIN. SERVICES	01-5800	Contracted Services		3,181.60
3000149980	10/07/2021	ASAP ADMINISTRATIVE SOFTWARE APP	11-4312	ANNUAL SUBSCRIPTION		6,746.48
3000149981	10/07/2021	B&B PORTABLE TOILETS	01-5628	PORT-A-POTTY CR	199.71-	
				PORT-A-POTTY RENTAL	298.62	98.91
3000149982	10/07/2021	BARRERA, GRANT	01-5861	FINGERPRINTING		25.00
3000149983	10/07/2021	BAY TANK & BOILER WORKS	01-4377	Blanket PO for parts and supplies	33.74	
			01-4381	Blanket PO for parts and supplies	1.12	
			01-4389	Blanket PO for parts and supplies	3.37	38.23

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Page 4 of 16

## Checks Dated 10/01/2021 through 10/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000149984	10/07/2021	Brownfield, Quincy C	01-4392	PD REFRESHMENTS		20.78
3000149985	10/07/2021	Chase, Laura L	13-5201	MILEAGE		27.10
3000149986	10/07/2021	CHERIE DONAHUE	01-4310	CLASS SUPPL	124.25	
				EHS OPEN PO PERKINS	198.21	322.46
3000149987	10/07/2021	Craven Construction Services	23-6210	INVOICE: Inspector Fees		16,393.20
3000149988	10/07/2021	Cruz, Sarah L	01-4310	PBIS PRIZES	29.41	
				PBIS PRIZES 2	93.85	
			01-4392	P.D. REFRESHMENTS	71.80	195.06
3000149989	10/07/2021	CRYSTAL CREAMERY	13-4710	BLANKET PO: Dairy purchases		8,573.16
3000149990	10/07/2021	Devlin, Katie C	01-4310	SPED SUPPL		137.92
3000149991	10/07/2021	DOCUMENT TRACKING SERVICES	01-5800	OPEN PO FOR TRANSLATIONS		279.92
3000149992	10/07/2021	DON'S RENT ALL	01-4381	BLANKET PO - Grounds	131.10	
				INVOICE-EXCAVATOR FOR JACOBS TREE REMOVAL	7,662.44	
			01-5623	BLANKET PO - Grounds	571.36	8,364.90
3000149993	10/07/2021	Dutra, Laurie J	13-5201	MILEAGE		74.70
3000149994	10/07/2021	E.L.ACHIEVE INC.	01-5800	INVOICE - ANNUAL RENEWAL 21-22		3,000.00
3000149995	10/07/2021	EARTHLY EDIBLES	13-4710	OPEN PO: Local Fruits & Vegetables		236.00
3000149996	10/07/2021	ENVOY PLAN SERVICES TSA	01-3901	OPEN PO: Fred Van Vleck Monthly Annuity		150.00
		CONSULTING		Pmts.		
3000149997	10/07/2021	EUREKA OXYGEN	01-4381	MAINT SUPPL	3.95	
			01-5623	MAINT SUPPL	90.00	93.95
3000149998	10/07/2021	FOSTER, VICKI	01-5861	FINGERPRINTING		25.00
3000149999	10/07/2021	FRANZ FAMILY BAKERIES	13-4710	BLANKET PO: Bread purchases		798.27
3000150000	10/07/2021	Gonsalves, Kari A	01-4310	PBIS AWARDS		31.98
3000150001	10/07/2021	Hagans, Jacqueline R	01-5201	MILEAGE		7.84
3000150002	10/07/2021	HEINEMANN	01-4310	ELA FOR INDEPENDENT STUDY	3,859.96	
				FPC FOR NEW KINDER CLASS AT AB	6,859.99	10,719.95
3000150003	10/07/2021	HENSELL MATERIALS	01-4377	Blanket PO for parts and materials	1.95	
			01-4381	Blanket PO for parts and materials	78.18	80.13
3000150004	10/07/2021	JACK SCHREDER & ASSOC	01-5800	Contracted Services		416.25
3000150005	10/07/2021	Kamberg, Debra M	01-4310	Water for students		13.52
3000150006	10/07/2021	Lenderman, Kristin M	13-5201	MILEAGE		9.68
3000150007	10/07/2021	Mandy, Hannah L	01-4310	CLASS SUPPLIES		182.75
3000150008	10/07/2021	Mann, Becki R	13-5201	MILEAGE		46.59
3000150009	10/07/2021	McHugh, Daniel C	13-5201	MILEAGE		29.84
3000150010	10/07/2021	McKay, Angela M	13-5201	MILEAGE		8.06
3000150011	10/07/2021	Montana, Garrett	01-4310	CLASS SUPPLIES		120.25

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Page 5 of 16

## Checks Dated 10/01/2021 through 10/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000150012	10/07/2021	NORTH COAST LABS	23-6250	BOND 6143 MATERIALS		200.00
3000150013	10/07/2021	PACIFIC GAS AND ELECTRIC	01-5520	OPEN PO - ELECTRICITY COSTS - ALL SITES	44,423.59	
			12-5520	OPEN PO - ELECTRICITY COSTS - ALL SITES	495.90	44,919.49
3000150014	10/07/2021	PIERSON BLDG CENTER	01-4374	BLANKET PO CUSTODIAL		9.81
3000150015	10/07/2021	PIONEER HEALTHCARE SVCS	01-5800	OPEN PO for SLP contracted services		12,107.50
3000150016	10/07/2021	PLATT ELEC SUPPLY INC	01-4381	MAINTENANCE - BLANKET PO		89.34
3000150017	10/07/2021	POWELL LANDSCAPE MATERIALS	01-4377	BLANKET PO FOR MATERIALS AND SUPPLIES		344.14
3000150018	10/07/2021	Rainwater, Jana	01-4310	PBIS AWARDS		102.08
3000150019	10/07/2021	RAMONE'S BAKERY & CAFE	01-4392	P.D. LUNCHES		757.99
3000150020	10/07/2021	Schlesiger, Heidi	01-4310	CLASS SUPPL		16.27
3000150021	10/07/2021	SCHOLASTIC	01-4310	STUDENT READING MAT.	196.35	
				STUDENT READING MATERIALS	196.35	392.70
3000150022	10/07/2021	SCHOOL SAVERS	01-4453	CLASS SUPPLIES		10,413.40
3000150023	10/07/2021	SCHOOL SPECIALTY LLC	01-4310	EHS LOTTERY		1,401.00
3000150024	10/07/2021	SHAFER'S HARDWARE	01-4381	MAINT. OPEN PO FOR SUPPLIES		123.19
3000150025	10/07/2021	SHN CONSULTING ENGINEERS	23-6271	ENGINEERING FEES		1,072.50
3000150026	10/07/2021	Sonia III, Edward	01-4310	PBIS SUPPLIES		29.14
3000150027	10/07/2021	Standish, Robert O	01-5210	FOOTBALL - TRVL		710.56
3000150028	10/07/2021	STATE OF CALIFORNIA	01-5637	ELEVATOR EHS F/C		1,350.00
3000150029	10/07/2021	T-MOBILE	01-5921	STUDENT HOTSPOTS		16,920.00
3000150030	10/07/2021	TIMES STANDARD	01-4312	SUBSCRIPTION		515.65
3000150031	10/07/2021	Torres, Ben Joaquin	13-5201	MILEAGE		17.92
3000150032	10/07/2021	Turpin, Russell D	01-4310	MATH DEPT. SUPPL		381.05
3000150033	10/07/2021	U.S. BANK CORPORATE PMT	01-4341	QUOTE-KAMI RENEWAL 21-22		3,900.00
3000150034	10/07/2021	UNITED RENTALS	01-5623	BLANKET PO FOR MATERIALS AND SUPPLIES		1,113.26
3000150035	10/07/2021	VERIZON WIRELESS	01-5921	ALL VERIZON LINES	88.89	
			01-5922	ALL VERIZON LINES	1,643.09	1,731.98
3000150036	10/07/2021	Vickers, Haley	13-5201	MILEAGE		6.88
3000150037	10/07/2021	Voss, Nanette S	01-4310	ENG. DEPT SUPPL		36.30
3000150038	10/07/2021	ZINDAR BRUNELLE DBA BRUNELLE & CLARK CONS	01-4381	ASBESTOS SURVEY AT EHS		411.00
3000150039	10/07/2021	Zystro, Lisa M	01-5201	MILEAGE		40.82
3000150205	10/11/2021	A-1 RADIATOR BATTERY & MUFFLER	01-5633	INVOICE: PRESSURE TEST AND REPAIR COOLANT TANK		119.50

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Page 6 of 16



## Checks Dated 10/01/2021 through 10/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000150206	10/11/2021	CAMPTON ELECTRIC	01-4381	BLANKET PO - MAINT. SUPPLIES		176.52
3000150207	10/11/2021	CAROLINA BIOLOGICAL SUPPLY	01-4310	EHS SUP/CON		854.82
3000150208	10/11/2021	CDE	13-4710	BLANKET PO: Commodity Food purchases		695.40
3000150209	10/11/2021	CDW-G	01-4445	Admin and Tech Laptops	246.47	
				Asst. Superintendent Business Services Laptop	301.53	
				LAPTOP AND DOCK FOR MDH	302.60	
				Quotes 1C5SMF4 & 1C5PQPQ - Tech items	272.69	
				Superintendant Executive Assistant Laptop	301.53	1,424.82
3000150210	10/11/2021	CHRIS CRINGLE DBA CHRIS CRINGLES SAW & CHAIN	01-5635	BLANKET PO FOR MATERIALS AND SUPPLIES		21.00
3000150211	10/11/2021	CITY OF EUREKA	01-5530	D.O. WATER	702.88	
				WATER - EHS	453.51	
			01-5800	POLICE SERVICES	3,570.00	
			11-5861	OPEN PO - CNA FINGERPRINTING	268.00	4,994.39
3000150212	10/11/2021	CITY OF EUREKA - ALARMS	01-5800	Contracted Services		50.00
3000150213	10/11/2021	CITY OF EUREKA - ALARMS	01-5881	WA 2 FALSE ALARMS		70.00
3000150214	10/11/2021	CITY OF EUREKA - ALARMS	01-5800	Contracted Services		20.00
3000150215	10/11/2021	COMMUNIQUE INTERPRETING INC.	01-5852	SIGN LANG. INTERPRETING		1,040.00
3000150216	10/11/2021	DECA	01-4310	EHS PERKINS INVOICES		1,000.00
3000150217	10/11/2021	DOCUMENT TRACKING SERVICES	01-5800	OPEN PO for translated documents		596.00
3000150218	10/11/2021	E.L.ACHIEVE INC.	01-4310	REPLACEMENT CURRICULUM GUIDE - ZANE		236.31
3000150219	10/11/2021	EUREKA ACE HARDWARE	01-4381	MAINT. OPEN PO FOR SUPPLIES		119.79
3000150220	10/11/2021	HUMBOLDT COMM SERVICES DIST	01-5530	WATER - GRANT/WINSHIP/LAF		2,357.60
3000150221	10/11/2021	MENDES SUPPLY	01-4374	Open PO Mendes Supply - Custodial Supplies		95.08
3000150222	10/11/2021	PIERSON BLDG CENTER	01-4381	Blanket PO for supplies and materials		103.02
3000150223	10/11/2021	PIONEER HEALTHCARE SVCS	01-5800	OPEN PO for SLP contracted services		6,840.00
3000150224	10/11/2021	PPG ARCHITECTURAL FINISHES, IN	01-4381	BLANKET PO for Maintenance		13.10
3000150225	10/11/2021	PRO PACIFIC FRESH	13-4710	BLANKET PO: Food purchases		8,770.86
3000150226	10/11/2021	S & L FOOD SALES CO.	13-4396	BLANKET PO: Food and Supplies	716.38	
			13-4710	BLANKET PO: Food and Supplies	10,692.98	11,409.36
3000150227	10/11/2021	SchoolFix	01-9320	Atomic Clocks - warehouse		254.93
3000150228	10/11/2021	Shively, Jeanette M	01-4310	SCHOOL SUPPLIES		11.96
3000150229	10/11/2021	SYSCO	13-4396	BLANKET PO: Food and Supplies	193.92	
				C.K. food/supplies 1	811.51-	

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ESCAPE ONLINE

Page 7 of 16

## Checks Dated 10/01/2021 through 10/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000150229	10/11/2021	SYSCO		C.K. food/supplies 3	204.26	
				C.K. food/supplies 5	854.01	
			13-4710	BLANKET PO: Food and Supplies	4,058.31	
				C.K. food/supplies 2	34.36-	
				C.K. food/supplies 4	1,459.42	
				C.K. food/supplies 5	2,645.31	8,569.36
3000150230	10/11/2021	UNIVERSITY OF OREGON	01-5800	SWIS RENEWAL 21-22		3,680.00
3000150231	10/11/2021	VIA HEART PROJECT	01-5637	INVOICE: Annual Maintenance Renewal		4,400.00
3000150634	10/14/2021	ANIXTER INC	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES		2,317.15
3000150635	10/14/2021	BRAVO, JENNIFER	01-5800	OPEN PO FOR INTERPRETING SERVICES		232.50
3000150636	10/14/2021	BRINK'S INCORPORATED *	01-5800	Open PO - Courier Service		464.39
3000150637	10/14/2021	BSN SPORTS	01-4310	EHS ATHLETICS INVOICE		7,696.71
3000150638	10/14/2021	CA SCHOOL-BASED HLTH ALLIANCE	01-5800	21-22 MEMBERSHIP		300.00
3000150639	10/14/2021	CALIF SCHOOLS DENTAL COALITION	68-9135	NOV. 2021 DENTAL		40,375.00
3000150640	10/14/2021	KEENAN & ASSOCIATES, ADMIN				
3000150640	10/14/2021	CALIF. SCHOOLS VISION COALITN	67-9135	NOV. 2021 VISION		6,245.00
3000150640	10/14/2021	KEENAN & ASSOCIATES, ADMIN				
3000150641	10/14/2021	CHERIE DONAHUE	01-4310	EHS OPEN PO PERKINS		82.50
3000150642	10/14/2021	CITY OF EUREKA	01-5530	WATER - EHS	4,017.01	
				WATER - WASHINGTON	4,198.73	8,215.74
3000150643	10/14/2021	COMMUNIQUE INTERPRETING INC.	01-5852	ASL INTERPRETING		437.50
3000150644	10/14/2021	CRYSTAL CREAMERY	13-4710	BLANKET PO: Dairy purchases		6,947.68
3000150645	10/14/2021	DON'S RENT ALL	01-4381	BLANKET PO - Grounds	52.60	
			01-5623	BLANKET PO - Grounds	58.84	111.44
3000150646	10/14/2021	E.L.ACHIEVE INC.	01-4310	MISSING ELD UNIT AB	352.08	
				REGISTRATION ELD INSTITUTE	530.83	
			01-5207	REGISTRATION ELD INSTITUTE	3,796.01	4,678.92
3000150647	10/14/2021	EARTHLY EDIBLES	13-4710	OPEN PO: Local Fruits & Vegetables		160.00
3000150648	10/14/2021	EMPLOYMENT DEV. DEPT	01-9540	9-30-21 QTRLY SUI		26,341.77
3000150649	10/14/2021	EMPLOYMENT DEV. DEPT DE9	01-9543	9-30-21 QTRLY SDI		22,724.26
3000150650	10/14/2021	ENTERPRISE RENT-A-CAR ATTN:	01-5618	OPEN PO ATHLETICS TRAVEL		371.52
		ACCTS RECEIVABLE				
3000150651	10/14/2021	EUREKA ACE HARDWARE	01-4310	BLANKET PO AG	25.70	
			01-4381	MAINT. OPEN PO FOR SUPPLIES	37.58	63.28
3000150652	10/14/2021	EUREKA GLASS CO.	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES.		109.91
3000150653	10/14/2021	EUREKA OXYGEN	01-5623	Open PO for tank rentals		178.40

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ESCAPE ONLINE

Page 8 of 16

## Checks Dated 10/01/2021 through 10/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000150654	10/14/2021	EUREKA RUBBER STAMP CO	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES.		196.32
3000150655	10/14/2021	FASTENAL COMPANY	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES		510.44
3000150656	10/14/2021	FERGUSON ENTERPRISES INC	01-4381	INVOICE: REPAIR SUPPLIES FOR WINSHIP KITCHEN		640.13
3000150657	10/14/2021	FLINN SCIENTIFIC INC.	01-4310	SCIENCE SUPPL		120.30
3000150658	10/14/2021	FRANZ FAMILY BAKERIES	13-4710	BLANKET PO: Bread purchases		430.60
3000150659	10/14/2021	GOLD STAR FOODS	13-4710	BLANKET PO - Food purchases		11,529.97
3000150660	10/14/2021	GOSSELIN AND SONS	01-4377	BLANKET PO FOR MATERIALS AND SUPPLIES		25.00
3000150661	10/14/2021	HUMBOLDT TOWING INC.	01-5800	towing vehicles		105.00
3000150662	10/14/2021	Integrated Foods	13-4710	Commodity Beef Processor		21,387.60
3000150663	10/14/2021	JACK SCHREDER & ASSOC	01-5800	INVOICE: Contracted Services	1,063.75	
			23-5800	INVOICE: Contracted Services	3,746.25	4,810.00
3000150664	10/14/2021	KEENAN SUPPLY	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES.		873.04
3000150665	10/14/2021	MAC'S REFRIGERATION SERVICE	13-5800	Emergency Refrigeration repairs		391.93
3000150666	10/14/2021	MCDONALD, JILL	23-6271	INVOICE - Consultant Fees		1,250.00
3000150667	10/14/2021	MENDES SUPPLY	01-4374	OPEN PO	206.26	
				Open PO Mendes Supply - Custodial Supplies	56.37	
			01-4376	BLANKET PO LAUNDRY	468.29	
			01-9320	Initial Stores Stock QMO6653	86.22	
				Stores Restock/VFS - Quotes QM06655 & QM06656	9,344.08	
				VFS: Restock	8,043.95	18,205.17
3000150668	10/14/2021	MISSION LINEN	12-5800	Open PO for Mission Linen biweekly rug service		17.11
3000150669	10/14/2021	N.A.E.Y.C.	12-5884	Annual NAEYC accreditation fee		1,025.00
3000150670	10/14/2021	NILSEN FEED	01-4377	BLANKET PO - GROUNDS		370.49
3000150671	10/14/2021	ONE BEAT MEDICAL	01-4400	Medical Equipment		983.83
3000150672	10/14/2021	Pearson Clinical Assessment	01-4314	OPEN PO for testing supplies		3,656.99
3000150673	10/14/2021	PIERSON BLDG CENTER	01-4310	EHS BLANKET PO WOODSHOP	210.73	
			01-4374	BLANKET PO CUSTODIAL	11.56	
			01-4377	Blanket PO for supplies and materials	111.68	
			01-4381	Blanket PO for supplies and materials	634.19	968.16
3000150674	10/14/2021	PLATT ELEC SUPPLY INC	01-4381	MAINTENANCE - BLANKET PO		1,258.22

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ESCAPE ONLINE

Page 9 of 16

## Checks Dated 10/01/2021 through 10/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000150675	10/14/2021	POWELL LANDSCAPE MATERIALS	01-4377	BLANKET PO FOR MATERIALS AND SUPPLIES		393.30
3000150676	10/14/2021	PPG ARCHITECTURAL FINISHES, IN	01-4381	BLANKET PO for Maintenance		60.84
3000150677	10/14/2021	RAMONE'S BAKERY & CAFE	01-4393	EHS LOTTERS		126.54
3000150678	10/14/2021	ROBERT W SHAW	01-4310	radios *ALREADY ORDERED*	3,134.20	
			01-6400	BLANKET PO for Teacher Equipment	2,193.94	5,328.14
3000150679	10/14/2021	S & L FOOD SALES CO.	13-4396	BLANKET PO: Food and Supplies	1,178.61	
			13-4710	BLANKET PO: Food and Supplies	6,293.67	7,472.28
3000150680	10/14/2021	SCHMIDBAUER LUMBER CO	01-4377	BLANKET PO FOR MATERIALS AND SUPPLIES	.54	
			01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES	215.43	215.97
3000150681	10/14/2021	SHAFER'S HARDWARE	01-4310	BLANKET PO AG	107.20	
				Open PO for Shafer's Hardware	30.51	
			01-4381	MAINT. OPEN PO FOR SUPPLIES	119.39	257.10
3000150682	10/14/2021	SHN CONSULTING ENGINEERS	23-6271	Engineering Fees	445.00	
				INVOICE: Engineering Fees	15,896.65	16,341.65
3000150683	10/14/2021	SHRED AWARE LLC	01-5800	SUMMER SHREDDING ALL SITES		850.00
3000150684	10/14/2021	SISC III	01-9206	OCTOBER MEDICAL		604,480.75
3000150685	10/14/2021	SPECIALTY TRAFFIC SYSTEMS	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES		156.88
3000150686	10/14/2021	SYSCO	13-4396	BLANKET PO: Food and Supplies	273.43	
			13-4710	BLANKET PO: Food and Supplies	4,019.52	4,292.95
3000150687	10/14/2021	THREE G'S	01-4377	BLANKET PO FOR MATERIALS AND SUPPLIES		758.45
3000150688	10/14/2021	WEST COAST PAPER CO.	01-9320	VFS: Restock		431.06
3000150689	10/14/2021	WESTERN CHAIN SAW	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES		734.12
3000151033	10/18/2021	BANK OF MARIN	23-6250	Escrow Fees		50,318.21
3000151034	10/18/2021	Behrens, Edith L	01-5201	MILEAGE	38.30	
			01-5868	NCTIP EQUIV CRED REV	300.00	338.30
3000151035	10/18/2021	Berti, Jessica L	01-5201	MILEAGE		30.35
3000151036	10/18/2021	Brick, Adelina J	01-5861	FINGERPRINT		25.00
3000151037	10/18/2021	CDW-G	01-4381	QUOTE-REPLACEMENT PROJECTORS FOR WAREHOUSE		1,666.48
3000151038	10/18/2021	Dean-Mervinsky, Jennifer M	01-4310	OFFICE SUPPL		40.87
3000151039	10/18/2021	FOLLETT EDUCATIONAL SERVICES	01-4110	REPLACEMENT TEXTS FOR EHS		10,236.29
3000151040	10/18/2021	Francis, Kristin M	01-4310	SPEECH AIDS		29.40

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ESCAPE ONLINE

Page 10 of 16

## Checks Dated 10/01/2021 through 10/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000151041	10/18/2021	Hammons, Trevor	01-4392	PD LUNCH SUPPL		170.86
3000151042	10/18/2021	Harrison, Natassia A	01-5201	PCR TESTS TO HCOE		20.94
3000151043	10/18/2021	James, Tiffany G	01-5720	CASBO TRAINING PER DIEM		226.00
3000151044	10/18/2021	Japp, Shelby L	01-5861	FINGERPRINTING		30.00
3000151045	10/18/2021	Kieselhorst, Joshua D	01-4310	TEACHER SUBSCRIPTION		70.00
3000151046	10/18/2021	Kortus, Sarah A	01-5861	FINGERPRINTING		25.00
3000151047	10/18/2021	McComas, Maren P	01-5861	FINGERPRINTING		25.00
3000151048	10/18/2021	MELANIE MCCALOUR	13-8699	REFUND LUNCH \$ ON ACCT		117.25
3000151049	10/18/2021	MIGUEL MONTIEL MORENO	01-5861	FINGERPRINTING		25.00
3000151050	10/18/2021	Miller, Heather J	01-5201	MILEAGE		41.66
3000151051	10/18/2021	Moak, Ashlee A	01-5201	MILEAGE		39.20
3000151052	10/18/2021	Olmos Jr, Francisco J	01-5201	MILEAGE		15.28
3000151053	10/18/2021	Rollings, Jacquelyn R	01-4310	PBIS PRIZES		25.97
3000151054	10/18/2021	Sarvinski, Alissa	01-4310	FLORAL CLASS SUPPL		313.77
3000151055	10/18/2021	Severn, Karen E	01-5201	MILEAGE		15.40
3000151056	10/18/2021	SILVIA BORGES GILBERT	01-5861	FINGERPRINT		25.00
3000151057	10/18/2021	Slattery, Annika	01-5861	FINGERPRINTING		25.00
3000151058	10/18/2021	THOMPSON BUILDERS	23-6250	PROPOSAL - Contractor's Fee		956,045.94
3000151059	10/18/2021	U.S. BANK CORPORATE PMT	01-4310	CALCARD VAN DISSEL 8-23-21	689.24	
				CALCARD WATERHOUSE 8-23-21	1,199.13	
			01-4341	CALCARD VAN DISSEL 8-23-21	911.70	
				CALCARD VAN DISSEL8-23-21	339.90	
			01-4374	CALCARD WATERHOUSE 8-23-21	194.52	
			01-4392	CALCARD WATERHOUSE 8-23-21	974.03	
			01-4400	CALCARD VAN DISSEL 8-23-21	386.82	
			01-4445	CALCARD VAN DISEEL 8-23-21	387.89	
				CALCARD VAN DISSEL	278.63	
				CALCARD VAN DISSEL 8-23-21	2,569.67	
				Unpaid Tax	23.87-	7,907.66
3000151060	10/18/2021	U.S. BANK EQUIPMENT	01-5623	COPIER LEASE	2,164.82	
				COPIER OVERAGES	15.90	
			01-5881	F/C	10.00	
			11-5637	CNA COPIER LEASE 500-0589729	112.62	
				COPIER OVERAGES	91.60	
			12-5623	COPIER LEASE	271.31	2,666.25
3000151061	10/18/2021	Van Vleck, Frederick J	01-5800	COMMUNITY OUTREACH		257.20
3000151062	10/18/2021	Wagner, Tammi Z	01-4310	CLASS BOOKS	615.30	

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ESCAPE ONLINE

Page 11 of 16

## Checks Dated 10/01/2021 through 10/31/2021

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3000151062	10/18/2021	Wagner, Tammi Z	01-4392	PD LUNCH FOR ZANE & WINSH	360.53	975.83
3000151063	10/18/2021	Zinselmeir, Byron J	01-4310	PE SUPPLIES		13.00
3000151064	10/18/2021	Young, Alice M	01-4310	CIS SUPPLIES		24.16
3000151337	10/21/2021	A-Z BUS SALES INC.	01-4362	OPEN PO: Blue Bird school bus replacement parts		315.17
3000151338	10/21/2021	ADVANCED SECURITY SYSTEMS	01-5635	BLANKET PO FOR MATERIALS AND SUPPLIES	360.00-	
			01-5804	Security monitoring - Corp / DO / Tech / Freezer	697.50	
				SECURITY MONITORING - EHS/WINSHIP/ZANE	2,196.00	
				Security Monitoring - Elementary sites	972.00	
			13-5804	Security monitoring - Corp / DO / Tech / Freezer	70.50	3,576.00
3000151339	10/21/2021	ALTO EQUIPMENT INC.	01-4381	INVOICE: BELT FOR CASE BACKHOE		54.18
3000151340	10/21/2021	AMERICAN FIDELITY ADMIN. SERVICES	01-5800	Contracted Services		669.80
3000151341	10/21/2021	AMERICAN STAR	01-5851	OPEN PO FOR SECURITY SVCS		2,750.00
3000151342	10/21/2021	ANIXTER INC	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES		224.63
3000151343	10/21/2021	AT&T	01-5909	OPEN PO for 939 - Site phone bills	6,376.91	
				PHONE LINE EHS ATH	45.43	
				PHONE LINE GR	46.21	
				PHONE LINE JA	51.10	6,519.65
3000151344	10/21/2021	BALFOUR	01-4310	EHS LOTTERY OPEN PO GRADUATION		119.04
3000151345	10/21/2021	BRAVO, JENNIFER	01-5800	OPEN PO FOR INTERPRETING SERVICES		52.50
3000151346	10/21/2021	Bricco, June L	01-4310	reimb ases supplies		271.36
3000151347	10/21/2021	CAMPTON ELECTRIC	01-4381	BLANKET PO - MAINT. SUPPLIES		2,505.94
3000151348	10/21/2021	CAPP	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES		433.93
3000151349	10/21/2021	CASSARO'S CATERING	01-4392	INVOICES - EHS PD MEALS		2,365.26
3000151350	10/21/2021	CDW-G	01-4310	OnlineShopping:TV for Library (replaces PO 216246)	2,961.16	
			01-4445	Admin and Tech Laptops	4,198.48	7,159.64
3000151351	10/21/2021	CLENDENEN'S	13-4710	Local Apple Supplier		1,140.00
3000151352	10/21/2021	CRYSTAL CREAMERY	13-4710	BLANKET PO: Dairy purchases		6,671.67
3000151353	10/21/2021	CRYSTAL SPRINGS BOTTLED WATER	01-5800	OPEN PO - CRYSTAL SPRINGS WATER		579.00
3000151354	10/21/2021	DEMCO	01-4310	WINSHP LIBRARY SUPPL		266.51
3000151355	10/21/2021	DEPT. OF PUBLIC HEALTH DIV. OF ENVIRONMENTAL HEALTH	01-5884	health insp. zoe culinary inspection		466.00

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ESCAPE ONLINE

Page 12 of 16

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3000151356	10/21/2021	DON'S RENT ALL	01-4381	BLANKET PO - Grounds		495.17
3000151357	10/21/2021	EMS LINQ INC	13-4312	INVOICE-Add'l Titan Production Records Licenses		400.00
3000151358	10/21/2021	EUREKA ACE HARDWARE	01-4310	BLANKET PO AG	96.78	
			01-4381	MAINT. OPEN PO FOR SUPPLIES	25.67	122.45
3000151359	10/21/2021	FIN-N-FEATHER	01-4310	BLANKET PO FIN & FEATHER		14.72
3000151360	10/21/2021	FOLLETT EDUCATIONAL SERVICES	01-4310	ORDER: BOOKS FOR LIBRARY		1,706.55
3000151361	10/21/2021	FRANZ FAMILY BAKERIES	13-4710	BLANKET PO: Bread purchases		866.00
3000151362	10/21/2021	GOLD STAR FOODS	13-4710	BLANKET PO - Food purchases		2,476.12
3000151363	10/21/2021	HEINEMANN	01-4310	ORDER: Reading Collections		12,944.78
3000151364	10/21/2021	KEENAN SUPPLY	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES.		235.23
3000151365	10/21/2021	LINCOLN ELECTRIC	01-4310	BLANKET PO AG		996.18
3000151366	10/21/2021	MAC'S REFRIGERATION SERVICE	13-5800	Emergency Refrigeration repairs		158.35
3000151367	10/21/2021	MENDES SUPPLY	01-4374	Open PO Mendes Supply - Custodial Supplies	121.34	
			01-9320	VFS: Restock	8,372.73	
				VFS: Warehouse Restock	3,307.20	
			12-4374	Paper towels for meal time	43.64	11,844.91
3000151368	10/21/2021	MISSION LINEN	12-5800	Open PO for Mission Linen biweekly rug service		17.11
3000151369	10/21/2021	NAPA AUTO PARTS OF EUREKA	01-4377	BLANKET PO FOR MATERIALS AND SUPPLIES	96.12	
			01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES	47.89	144.01
3000151370	10/21/2021	NORTH COAST REGION CATA	01-5210	EHS AIG PAY INVOICE		560.00
3000151371	10/21/2021	Pearson Clinical Assessment	01-4314	OPEN PO for testing supplies		2,909.01
3000151372	10/21/2021	PIERSON BLDG CENTER	01-4377	Blanket PO for supplies and materials	7.87	
			01-4381	Blanket PO for supplies and materials	44.73	52.60
3000151373	10/21/2021	PIONEER HEALTHCARE SVCS	01-5800	OPEN PO for SLP contracted services		6,840.00
3000151374	10/21/2021	PLATT ELEC SUPPLY INC	01-4381	MAINTENANCE - BLANKET PO		261.02
3000151375	10/21/2021	PPG ARCHITECTURAL FINISHES, IN	01-4381	BLANKET PO for Maintenance		13.75
3000151376	10/21/2021	PRESENCE LEARNING INC	01-5800	OPEN PO for Speech Services		25,419.15
3000151377	10/21/2021	PRO PACIFIC FRESH	13-4710	BLANKET PO: Food purchases		5,317.88
3000151378	10/21/2021	QUADIENT LEASING	01-5623	LEASE ON POSTAGE MACHINE		1,599.95
3000151379	10/21/2021	S & L FOOD SALES CO.	13-4396	BLANKET PO: Food and Supplies	385.44	
			13-4710	BLANKET PO: Food and Supplies	1,079.72	1,465.16
3000151380	10/21/2021	SHASTA UNION HIGH SCHOOL DIST	01-4310	INVOICE: EHS LOTTERY		72.00

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

ESCAPE ONLINE

Page 13 of 16

## Checks Dated 10/01/2021 through 10/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000151381	10/21/2021	SPECIALTY TRAFFIC SYSTEMS	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES		294.98
3000151382	10/21/2021	SUDDENLINK COMMUNICATIONS	01-5922	SUDDENLINK - INTERNET		253.56
3000151383	10/21/2021	U.S. BANK EQUIPMENT	01-5623	EHS COPIER / FAX ACCESS		1,640.54
3000151384	10/21/2021	WILLDAN ENERGY SOLUTIONS	01-6250	INVOICE: Site Improvements	2,700.00	
			40-6405	INVOICE: Site Improvements	31,500.00	34,200.00
3000152098	10/28/2021	BICOASTAL MEDIA	01-5831	ADVERTISING		200.00
3000152099	10/28/2021	CAMPTON ELECTRIC	01-4381	BLANKET PO - MAINT. SUPPLIES		981.65
3000152100	10/28/2021	CASSARO'S CATERING	01-4392	INVOICE: EHS LOTTERY		1,093.59
3000152101	10/28/2021	DINSMORE CONSTRUCTION CO.	23-6250	Lease Leaseback Payments		14,048.00
3000152102	10/28/2021	EUREKA ACE HARDWARE	01-4381	MAINT. OPEN PO FOR SUPPLIES		29.05
3000152103	10/28/2021	EUREKA NAPA AUTO	01-4362	supplies and parts for vehicles		137.57
3000152104	10/28/2021	HUMBOLDT WASTE MANAGEMENT AUTH	01-5511	OPEN PO for Waste Disposal	7,217.58	
			01-5560	Green Waste Disposal	31.50	
			01-5800	Open PO for electronic waste disposal	99.95	
			01-5881	FIN CHG 9/30/21	30.26	7,379.29
3000152105	10/28/2021	HUNTER COMMUNICATIONS	01-5800	OPEN PO - FIBER PROJ - EHS STADIUM		4,617.45
3000152106	10/28/2021	JACK SCHREDER & ASSOC	01-5800	INVOICE: Contracted Services		925.00
3000152107	10/28/2021	LEVY, ROSE	01-5861	FINGERPRINTING		30.00
3000152108	10/28/2021	MAC'S REFRIGERATION SERVICE	01-5800	INVOICE: Repair of Fridge in Kitchen		179.60
3000152109	10/28/2021	MCGRAW HILL	01-4310	ADDITIONAL SDC FOR G SMTIH	934.59	
				ELEMENTARY MATH MANIPULATIVES	2,029.31	2,963.90
3000152110	10/28/2021	NOTABLE INC (KAMI)	01-4341	Kami software license		3,900.00
3000152111	10/28/2021	PIONEER HEALTHCARE SVCS	01-5800	OPEN PO for SLP contracted services		6,754.00
3000152112	10/28/2021	POWELL LANDSCAPE MATERIALS	01-4377	BLANKET PO FOR MATERIALS AND SUPPLIES		196.65
3000152113	10/28/2021	PPG ARCHITECTURAL FINISHES, IN	01-4381	BLANKET PO for Maintenance		65.27
3000152114	10/28/2021	REMI VISTA INC	01-5852	OPEN PO for Remi Vista		550.00
3000152115	10/28/2021	S & L FOOD SALES CO.	13-4396	BLANKET PO: Food and Supplies	2,019.09	
			13-4710	BLANKET PO: Food and Supplies	2,200.74	4,219.83
3000152116	10/28/2021	SCHMIDBAUER LUMBER CO	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES		12.24
3000152117	10/28/2021	SCHOOL AND COLLEGE LEGAL SERV.	01-5207	OPEN PO for training registration		1,170.00
3000152118	10/28/2021	SCHOOL NURSE SUPPLY	01-4310	Blanket PO for health supplies		1,519.06
3000152119	10/28/2021	SCHOOL SPECIALTY LLC	01-4310	Districtwide summer school supplies	153.28	
				RUGS AND COZY CUBES FOR MHDG	1,215.78	
			01-9320	7-2021 Restock 1	136.08	

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

ESCAPE ONLINE

Page 14 of 16



## Checks Dated 10/01/2021 through 10/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000152119	10/28/2021	SCHOOL SPECIALTY LLC		7-2021 Restock 2	2,725.13	
				VFS: Restock	51.95	4,282.22
3000152120	10/28/2021	SchoolFix	01-9320	VFS: Restock		491.32
3000152121	10/28/2021	SHAFER'S HARDWARE	01-4377	MAINT. OPEN PO FOR SUPPLIES	54.76	
			01-4381	MAINT. OPEN PO FOR SUPPLIES	39.55	94.31
3000152122	10/28/2021	SHN CONSULTING ENGINEERS	23-6271	INVOICE: Engineering Fees		17,140.75
3000152123	10/28/2021	SHRED AWARE LLC	01-5800	INVOICE; Open PO: Contracted Services		148.00
3000152124	10/28/2021	SLAKEY BROTHERS	01-4381	OPEN PO FOR MAINT SUPPL		1,748.02
3000152125	10/28/2021	SPECIALTY TRAFFIC SYSTEMS	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES		8.19
3000152126	10/28/2021	SPURR	01-5511	Open PO Spurr All Sites	11,700.32	
			12-5511	Open PO Spurr All Sites	82.08	11,782.40
3000152127	10/28/2021	SYSCO	13-4396	BLANKET PO: Food and Supplies	3,272.89	
			13-4710	BLANKET PO: Food and Supplies	6,780.07	10,052.96
3100613719	10/08/2021	Talia R. Ciarabellini	Cancelled			173.61 *
		Cancelled on 11/03/2021				
3100613726	10/08/2021	Lacey L. Lorenzen	Cancelled			148.82 *
		Cancelled on 11/03/2021				
Total Number of Checks					264	<u><u>2,467,507.32</u></u>

	Count	Amount
Cancel	2	322.43
Net Issue		<u>2,467,184.89</u>

## Fund Recap

Fund	Description	Check Count	Expensed Amount
01	GENERAL FUND	213	1,175,076.67
11	ADULT EDUCATION FUND	3	7,218.70
12	CHILD DEVELOPMENT FUND	8	3,493.44
13	CAFETERIA FUND	36	126,488.62
23	EUREKA CITY SCHOOLS ME/	10	1,076,556.50
40	CAPITAL OUTLAY FUND	1	31,500.00
67	SELF INSURANCE FUND-VISI	1	6,245.00
68	SELF INSURANCE FUND-DEI	1	40,375.00
95	STUDENT BODY FUND	1	393.69

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

ESCAPE ONLINE

Page 15 of 16

## Checks Dated 10/01/2021 through 10/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
			Total Number of Checks	262	2,467,347.62	
			Less Unpaid Tax Liability		162.73	
			<b>Net (Check Amount)</b>		<b>2,467,184.89</b>	

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

ESCAPE ONLINE

Page 16 of 16

*Eureka City Schools Board of Education*

**AGENDA ITEM**

Agenda Title: Approval of the Memorandum of Understanding (MOU) Between College of the Redwoods and Eureka City Schools  
Meeting Date: November 18, 2021  
Item: Consent

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is asked to approve the Memorandum of Understanding (MOU) between ECS and College of the Redwoods: Adult Education for the 2021-2022 fiscal year.

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

The purpose of this agreement is to provide AB 104 Adult Education Funding to Eureka City Schools (ECS) to participate, implement and provide Adult Education services. College of the Redwoods (CR) is the Fiscal Agent for these funds

**STRATEGIC PLAN/PRIORITY AREA:**

Priority Area 14: ALTERNATIVE AND OPTIONAL EDUCATION PROGRAMS AND SERVICES

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

In June 2015, Governor Jerry Brown signed AB 104 into law, establishing the Adult Education Block grant. At the January 14, 2016, Board meeting, the Board of Trustees approved an MOU between Redwoods Community College District (RCD) and Eureka City Schools (ECS) regarding the District's participation in the North Coast Adult Education Consortium.

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

ECS will receive a pass through amount of \$216,278 upon first invoice and \$92,690 upon submission of second invoice for fiscal year 2021-2022.

**WHO** *(list the name of the contact person(s), job title, and site location)*

Fred Van Vleck, Superintendent

ATTACHMENTS:

Description

▯ MOU

**MEMORANDUM OF UNDERSTANDING BETWEEN  
COLLEGE OF THE REDWOODS  
AND EUREKA CITY UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT is entered into by and between *College of the Redwoods*; hereinafter referred to as "FISCAL AGENT" and *Eureka City Unified School District*, hereinafter referred to as "CONSORTIA MEMBER"

**PURPOSE:**

The purpose of this agreement is to provide AB 104 Adult Education Funding to partnering schools and agencies to participate, implement and provide Adult Education services in the California Adult Education Program (CAEP) North Coast area.

GRANT FUNDING AMOUNT: \$216,278.00 upon submission of first invoice  
\$ 92,690.00 upon submission of second invoice

All allowable costs must meet three primary criteria:

1. Substantiate that cost was necessary and reasonable for proper and effective administration of the allocations.
2. The cost must be allocable to the funding source activities.
3. The cost must not be a general expense required to carry out the consortia member's overall responsibilities (i.e. not supplanting).

\* However, even if the cost(s) meet the prior three criteria, the cost(s) must be approved within the 3-year consortia plan and the annual plan template of the regional consortia as agreed upon by its membership. Otherwise, they are not allowable within that year. In addition, the State has the discretion to impose special conditions beyond the funding source that would also determine allowable cost (s)\*

Examples of Expenses Allowed:

All members must follow the *CAEP Fiscal Management Guide* published and updated by CAEP office. Members are responsible for any changes and updates to this document

Please use the following link:

Section 14: Examples of allowed expenses for AB 104

<https://caladulthood.org/DownloadFile/42>

Examples of Expenses Not Allowed or that Need Prior Approval (specific to CAEP) include, but are not limited to:

1. Other Staff Salaries and Benefits: Program funds cannot be used to pay for any staff that does not directly support the CAEP services described in the consortium's approved plan.
2. Political or Professional Dues, Memberships, or Contributions: Funds cannot be used for these activities, unless professional membership is an institutional requirement. Business, technical and professional organization or periodical memberships are allowed. Civic or community, or country club or social or dining club memberships are not allowed.
3. Unrelated Travel Costs: Program funds may not be used for the cost of travel not directly related to program activities or functions.
4. Vehicles: Any funds used to purchase vehicles need to have prior approval by the CAEP Office.
5. Clothing: Program funds may not be used to purchase clothing for individual students such as jackets, sweatshirts, or tee shirts (gift of funds). However, clothing for a classroom is permissible – i.e. aprons for a culinary class, welding helmets, etc.

6. Entertainment Costs: Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable.
7. Fines and Penalties: Costs resulting from violations of: or failure of the institution to comply with, Federal, State, and local or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the sponsored agreement, or instructions in writing from the authorized official of the sponsoring agency authorizing in advance such payments.
8. Out of State Travel: Consortia are required to complete an Out-of-State Travel Request Form and submit the form to the CAEP Office for prior approval. Such travel must also be disclosed in the Annual Plan template, reported in the AB 104 online grant budget, as well as in the expenditure & progress reports. Out-of-State Travel Request forms are posted on the CAEP website under resources. In the request, consortia must explain how the approved travelers and the consortia will disseminate the information to other district staff, administrators, faculty, and teachers when they return. CAEP TAP will be notified of Out-of-State Travel requests to attend conferences. By notifying CAEP TAP of national conferences, it allows them to support a focused conference participation effort. In addition, CAEP TAP will follow up after the event on coordinated professional development offerings. The state reserves the right to limit Out-of-State travel. See link to the travel form: <https://caladulthood.org/DownloadFile/130>
9. Out of Country Travel: The CAEP Office has determined that Out-of-Country travel will not be allowed via this funding source.

#### PARTY RESPONSIBILITIES:

- Fiscal Agent:
  - Distribute Funding according to Consortia approved budget
  - Provide fiscal apportionment management
  - Quarterly budget reports to the state adult education block grant personnel
- Consortia Member:
  - Activities as assigned by consortia
  - Attend North Coast Adult Education Consortium meetings
  - Provide quarterly budget expenditures to the Consortia
  - Follow all AB 104 funding requirements
  - Provide audit evidence as needed during regular audit of the District

#### MUTUAL RESPONSIBILITIES;

Participate as members of North Coast Adult Education Consortium to develop Adult Education within Humboldt and Del Norte counties. Develop summary plans for the benefit of other member plans will be shared with the Consortia. Adult Education plan must meet the seven AB 104 categorical areas for Adult Basic Education, English as a Second Language, Adults with Disabilities, Career and Technical Education, adult training to support children in school, older adults in the workplace, and pre-apprenticeship training opportunities.

#### TERMS OF AGREEMENT:

Funding period: **2021/2022 Fiscal year**

#### RECORDS:

Each party agrees to keep adequate records of funds, spending and data outcomes.

#### NOTICE:

This agreement may be terminated by either party notifying the other in writing at least thirty (30) calendar days prior to the date of termination. Thereafter, this Agreement shall become null and void except for the portion or portions of payment herein agreed upon for which expenses have been necessarily incurred in the performance of the Agreement.

This Agreement is entered into this 1<sup>st</sup> day of September 2021.

FISCAL AGENT

CONSORTIA MEMBER

---

Print Name

---

Print Name

---

Signature

---

Signature

---

Title

Date

---

Title

Date

*Eureka City Schools Board of Education*

**AGENDA ITEM**

Agenda Title: Approval of Notice of Scheduling of Organizational Meeting on December 9, 2021

Meeting Date: November 18, 2021

Item: Consent

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is asked to approve the December 9, 2021 Board meeting as the annual organizational meeting.

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

Per Education Code 35143(a), the Governing Board is required to schedule and notify the County Superintendent of their annual organizational meeting.

Business to be conducted at this meeting will include election of the Board President and Board Clerk per Board protocol, scheduling the 2021 Board meetings, appointing a member to the County Committee on School District Organization and reviewing BP/AR 5116.1(a) Intradistrict Open Enrollment and BP/AR 6145(a) Extracurricular and Cocurricular Activities.

**STRATEGIC PLAN/PRIORITY AREA:**

Subject does not apply to a Strategic Plan Priority Area

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

Annual scheduling.

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

N/A

**WHO** *(list the name of the contact person(s), job title, and site location)*

Fred Van Vleck, Ed.D. - Superintendent



*Eureka City Schools Board of Education*

**AGENDA ITEM**

Agenda Title: Approval of Field Trip Requests: Various Field Trips - Eureka High School - Winter Sports (2021-22)

Meeting Date: November 18, 2021

Item: Consent

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is asked to approve the following field trip requests:

1. 11/19-11/20 - Pinole, CA - Girls Basketball
2. 11/26-11/27 - Santa Rosa, CA - Boys Basketball
3. 12/01-12/04 - Rocklin, CA - Boys Basketball
4. 12/02-12/04 - Auburn, CA - Girls Basketball
5. 12/09-12/11 - Santa Rosa, CA - Girls Basketball
6. 12/10-12/11 - Elk Grove, CA - Boys Wrestling
7. 12/17-12/18 - Ukiah, CA - Girls Basketball
8. 12/17-12/18 - Grants Pass, OR - Boys Wrestling
9. 12/18-12/19 - Rocklin, CA - Girls Wrestling
10. 12/28-12/30 - Hayward, CA - Girls Basketball
11. 01/07-01/08 - Anderson, CA - Boys Wrestling
12. 01/08-01/09 - Napa, CA - Girls Wrestling
13. 01/14-01/15 - Lincoln, CA - Girls Wrestling
14. 01/21-01/22 - Santa Rosa, CA - Boys Wrestling
15. 01/21-01/22 - Lodi, CA - Girls Wrestling
16. 01/28-01/29 - Ukiah, CA - Boys Wrestling
17. 01/29-01/30 - Windsor, CA - Girls Wrestling

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

See attached Field Trip Request Forms.

**STRATEGIC PLAN/PRIORITY AREA:**

Priority Area 6: CAREER AND TECHNICAL EDUCATION PROGRAMS

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

Annual trips.

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

See attached Field Trip Request Forms.

**WHO** *(list the name of the contact person(s), job title, and site location)*

Jennifer Johnson, Principal at EHS

Renaë Will, Director of Personnel and Public Affairs

**ATTACHMENTS:**

Description

- Field Trip Requests - 17 Requests

# Field Trip Request Form

(Overnight / Out-of-Town or State)

## CONSENT ITEM

### WHAT:

The Governing Board is asked to approve the following Field Trip:

Girls Basketball trip to Pinole, CA

WHY (briefly explain why approval is important; and, if applicable, how it is connected to the Site, District or Strategic Plan):

This will be a great experience for our student athletes

### HISTORY:

☒

Annual Trip

☐

First Year Attending

☐

Other: \_\_\_\_\_

### HOW MUCH:

\$400 - rental vans

\$300 - fuel

\$1,000 - motel

\*\*\*

Name: Mike Harvey

Dates of Trip: November 19-20

Destination: Pinole, CA

Club/Organization: Girls Basketball

What means of transportation: Rental Vans/Parents

Number of students participating: 12-15

Briefly describe the details of the trip (chaperone, lodging, etc.):

Girls Basketball will be going to a tournament in Pinole, CA. They will be driven and chaperoned by coaches and parents. The team will be staying in a motel for the night(s) of the tournament.

**Eureka City Schools**  
**School-Sponsored Student/s Overnight Trip Checklist**

<b>Date Completed (dd/mm/yy)</b>	<b>Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel</b>	<b>Teacher/ Staff (initial)</b>	<b>Site Principal (initial)</b>
10/26/21	Principal establishes a process for approving a staff member's request to conduct a school-sponsored trip.	EG	JJ
10/26/21	Staff shall consider: <ul style="list-style-type: none"> <li>• Student safety;</li> <li>• Objectives of instruction;</li> <li>• Most effective use of instructional time;</li> <li>• Distance from school;</li> <li>• District and student expense;</li> <li>• Transportation requirements;</li> <li>• Supervision requirements.</li> </ul>	EG	JJ
10/26/21	Staff affirm that no student will be excluded from participation because of lack of sufficient funds (total cost per student and funding sources must be included).	EG	JJ
10/26/21	Staff notified parents and students that students are under jurisdiction of the district and subject to district and school rules and regulations.	EG	JJ
10/26/21	Staff hold parent information meeting for staff, chaperones, parents/guardians and students to discuss safety and importance of safety-related rules.	EG	JJ
10/26/21	Staff ensure adequate supervision reviewed by site administrator (adults/students ratio). List of chaperones must be provided to District Office, including designating if employee or parent/guardian. If a non-staff chaperone, chaperone must have been cleared through the District's volunteer process.	EG	JJ
10/26/21	During travel, staff will have school's first aid kit in his/her possession or immediately available.	EG	JJ

Date Completed (dd/mm/yy)	Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel	Teacher/Staff (initial)	Site Principal (initial)
10/26/21	Staff obtains parent permission. If trip also involves water activities, specific permission for water activities must be obtained. If students will be in water, including motel pools, there must be a lifeguard at all times the students are in the water. Lifeguard can be a chaperone if they have the certification or one obtained through a local agency and the person has passed the agency requirements. Trip must not include activities identified as "hazardous" by our local JPA which includes but is not limited to rock climbing (walls) and/or zip lines.	EG	JJ
10/26/21	Transportation information must include how and who is transporting students. If by chartered bus, Director of Transportation must be notified.	EG	JJ
10/26/21	Parent permission letter for travel out-of-country obtained for each student (District Letter form letter).	N/A	N/A
10/26/21	Forms JPA 1 signed and on file at the school prior to departing on out-of-country school sponsored activity.	EG	JJ
10/26/21	Staff complete checklist form including requested information, and Board "Field Trip Request Form" and submit to Superintendent's Assistant a minimum of 10 days prior to the Board meeting in which approval is being requested. (Board meeting dates can be obtained by calling the Superintendent's Assistant or looking on the ECS website.)	EG	JJ
10/26/21	District shall provide or make available medical and/or hospital insurance for students injured while participating in any excursion.	EG	JJ
10/26/21	Students must have travel insurance for travel out of lower 48 states.	N/A	N/A
10/26/21	<b>Staff, students and parents have been notified that the District may cancel or postpone student travel at any time if the State Department/Homeland Security or Federal Government indicates such travel presents unreasonable risk.</b>	EG	JJ

APPROVED:

Site Principal: Jennifer Johnson

Date: 10/26/21

Teacher/Staff: Eric Giacone

Date: 10/26/21

Director of Personnel: \_\_\_\_\_

Date: \_\_\_\_\_

# Field Trip Request Form

(Overnight / Out-of-Town or State)

## CONSENT ITEM

### WHAT:

The Governing Board is asked to approve the following Field Trip:

Boys Basketball trip to Santa Rosa, CA

WHY (briefly explain why approval is important; and, if applicable, how it is connected to the Site, District or Strategic Plan):

This will be a great experience for our student athletes

### HISTORY:

☒

Annual Trip

☐

First Year Attending

☐

Other: \_\_\_\_\_

### HOW MUCH:

\$300 - rental vans

\$300 - fuel

\$1,000 - motel

\*\*\*

Name: Jimmy Rodgers

Dates of Trip: November 26-27

Destination: Santa Rosa, CA

Club/Organization: Boys Basketball

What means of transportation: Rental Vans/Parents

Number of students participating: 12-15

Briefly describe the details of the trip (chaperone, lodging, etc.):

Boys Basketball will be going to a tournament in Santa Rosa, CA. They will be driven and chaperoned by coaches and parents. The team will be staying in a motel for the night(s) of the tournament.

**Eureka City Schools**  
**School-Sponsored Student/s Overnight Trip Checklist**

<b>Date Completed (dd/mm/yy)</b>	<b>Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel</b>	<b>Teacher/ Staff (initial)</b>	<b>Site Principal (initial)</b>
10/26/21	Principal establishes a process for approving a staff member's request to conduct a school-sponsored trip.	EG	JJ
10/26/21	Staff shall consider: <ul style="list-style-type: none"> <li>• Student safety;</li> <li>• Objectives of instruction;</li> <li>• Most effective use of instructional time;</li> <li>• Distance from school;</li> <li>• District and student expense;</li> <li>• Transportation requirements;</li> <li>• Supervision requirements.</li> </ul>	EG	JJ
10/26/21	Staff affirm that no student will be excluded from participation because of lack of sufficient funds (total cost per student and funding sources must be included).	EG	JJ
10/26/21	Staff notified parents and students that students are under jurisdiction of the district and subject to district and school rules and regulations.	EG	JJ
10/26/21	Staff hold parent information meeting for staff, chaperones, parents/guardians and students to discuss safety and importance of safety-related rules.	EG	JJ
10/26/21	Staff ensures adequate supervision reviewed by site administrator (adults/students ratio). List of chaperones must be provided to District Office, including designating if employee or parent/guardian. If a non-staff chaperone, chaperone must have been cleared through the District's volunteer process.	EG	JJ
10/26/21	During travel, staff will have school's first aid kit in his/her possession or immediately available.	EG	JJ

Date Completed (dd/mm/yy)	Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel	Teacher/ Staff (initial)	Site Principal (initial)
10/26/21	Staff obtains parent permission. If trip also involves water activities, specific permission for water activities must be obtained. If students will be in water, including motel pools, there must be a lifeguard at all times the students are in the water. Lifeguard can be a chaperone if they have the certification or one obtained through a local agency and the person has passed the agency requirements. Trip must not include activities identified as "hazardous" by our local JPA which includes but is not limited to rock climbing (walls) and/or zip lines.	EG	JJ
10/26/21	Transportation information must include how and who is transporting students. If by chartered bus, Director of Transportation must be notified.	EG	JJ
10/26/21	Parent permission letter for travel out-of-country obtained for each student (District Letter form letter).	N/A	N/A
10/26/21	Forms JPA 1 signed and on file at the school prior to departing on out-of-country school sponsored activity.	EG	JJ
10/26/21	Staff complete checklist form including requested information, and Board "Field Trip Request Form" and submit to Superintendent's Assistant a minimum of 10 days prior to the Board meeting in which approval is being requested. (Board meeting dates can be obtained by calling the Superintendent's Assistant or looking on the ECS website.)	EG	JJ
10/26/21	District shall provide or make available medical and/or hospital insurance for students injured while participating in any excursion.	EG	JJ
10/26/21	Students must have travel insurance for travel out of lower 48 states.	N/A	N/A
10/26/21	<b>Staff, students and parents have been notified that the District may cancel or postpone student travel at any time if the State Department/Homeland Security or Federal Government indicates such travel presents unreasonable risk.</b>	EG	JJ

APPROVED:

Site Principal: Jennifer Johnson

Date: 10/26/21

Teacher/Staff: Eric Giacone

Date: 10/26/21

Director of Personnel: \_\_\_\_\_

Date: \_\_\_\_\_



# Field Trip Request Form

(Overnight / Out-of-Town or State)

## CONSENT ITEM

### WHAT:

The Governing Board is asked to approve the following Field Trip:

Boys Basketball trip to Rocklin, CA

WHY (briefly explain why approval is important; and, if applicable, how it is connected to the Site, District or Strategic Plan):

This will be a great experience for our student athletes

### HISTORY:



Annual Trip



First Year Attending



Other: \_\_\_\_\_

### HOW MUCH:

\$600 - rental vans

\$500 - fuel

\$1,600 - motel

\*\*\*

Name: Jimmy Rodgers

Dates of Trip: December 1-4

Destination: Rocklin, CA

Club/Organization: Boys Basketball

What means of transportation: Rental Vans/Parents

Number of students participating: 12-15

Briefly describe the details of the trip (chaperone, lodging, etc.):

Boys Basketball will be going to a tournament in Rocklin, CA. They will be driven and chaperoned by coaches and parents. The team will be staying in a motel for the night(s) of the tournament.

**Eureka City Schools**  
**School-Sponsored Student/s Overnight Trip Checklist**

<b>Date Completed (dd/mm/yy)</b>	<b>Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel</b>	<b>Teacher/ Staff (initial)</b>	<b>Site Principal (initial)</b>
10/26/21	Principal establishes a process for approving a staff member's request to conduct a school-sponsored trip.	EG	JJ
10/26/21	Staff shall consider: <ul style="list-style-type: none"> <li>• Student safety;</li> <li>• Objectives of instruction;</li> <li>• Most effective use of instructional time;</li> <li>• Distance from school;</li> <li>• District and student expense;</li> <li>• Transportation requirements;</li> <li>• Supervision requirements.</li> </ul>	EG	JJ
10/26/21	Staff affirm that no student will be excluded from participation because of lack of sufficient funds (total cost per student and funding sources must be included).	EG	JJ
10/26/21	Staff notified parents and students that students are under jurisdiction of the district and subject to district and school rules and regulations.	EG	JJ
10/26/21	Staff hold parent information meeting for staff, chaperones, parents/guardians and students to discuss safety and importance of safety-related rules.	EG	JJ
10/26/21	Staff ensure adequate supervision reviewed by site administrator (adults/students ratio). List of chaperones must be provided to District Office, including designating if employee or parent/guardian. If a non-staff chaperone, chaperone must have been cleared through the District's volunteer process.	EG	JJ
10/26/21	During travel, staff will have school's first aid kit in his/her possession or immediately available.	EG	JJ

Date Completed (dd/mm/yy)	Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel	Teacher/Staff (initial)	Site Principal (initial)
10/26/21	Staff obtains parent permission. If trip also involves water activities, specific permission for water activities must be obtained. If students will be in water, including motel pools, there must be a lifeguard at all times the students are in the water. Lifeguard can be a chaperone if they have the certification or one obtained through a local agency and the person has passed the agency requirements. Trip must not include activities identified as "hazardous" by our local JPA which includes but is not limited to rock climbing (walls) and/or zip lines.	EG	JJ
10/26/21	Transportation information must include how and who is transporting students. If by chartered bus, Director of Transportation must be notified.	EG	JJ
10/26/21	Parent permission letter for travel out-of-country obtained for each student (District Letter form letter).	N/A	N/A
10/26/21	Forms JPA 1 signed and on file at the school prior to departing on out-of-country school sponsored activity.	EG	JJ
10/26/21	Staff complete checklist form including requested information, and Board "Field Trip Request Form" and submit to Superintendent's Assistant a minimum of 10 days prior to the Board meeting in which approval is being requested. (Board meeting dates can be obtained by calling the Superintendent's Assistant or looking on the ECS website.)	EG	JJ
10/26/21	District shall provide or make available medical and/or hospital insurance for students injured while participating in any excursion.	EG	JJ
10/26/21	Students must have travel insurance for travel out of lower 48 states.	N/A	N/A
10/26/21	<b>Staff, students and parents have been notified that the District may cancel or postpone student travel at any time if the State Department/Homeland Security or Federal Government indicates such travel presents unreasonable risk.</b>	EG	JJ

APPROVED:

Site Principal: Jennifer Johnson

Date: 10/26/21

Teacher/Staff: Eric Giacone

Date: 10/26/21

Director of Personnel: \_\_\_\_\_

Date: \_\_\_\_\_

# Field Trip Request Form

(Overnight / Out-of-Town or State)

## CONSENT ITEM

### WHAT:

The Governing Board is asked to approve the following Field Trip:

Girls Basketball trip to Auburn, CA

WHY (briefly explain why approval is important; and, if applicable, how it is connected to the Site, District or Strategic Plan):

This will be a great experience for our student athletes

### HISTORY:

☒

Annual Trip

☐

First Year Attending

☐

Other: \_\_\_\_\_

### HOW MUCH:

\$600 - rental vans

\$400 - fuel

\$1,600 - motel

\*\*\*

Name: Mike Harvey

Dates of Trip: December 2-4

Destination: Auburn, CA

Club/Organization: Girls Basketball

What means of transportation: Rental Vans/Parents

Number of students participating: 12-15

Briefly describe the details of the trip (chaperone, lodging, etc.):

Girls Basketball will be going to a tournament in Auburn, CA. They will be driven and chaperoned by coaches and parents. The team will be staying in a motel for the night(s) of the tournament.

**Eureka City Schools**  
**School-Sponsored Student/s Overnight Trip Checklist**

<b>Date Completed (dd/mm/yy)</b>	<b>Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel</b>	<b>Teacher/ Staff (initial)</b>	<b>Site Principal (initial)</b>
10/26/21	Principal establishes a process for approving a staff member's request to conduct a school-sponsored trip.	EG	JJ
10/26/21	Staff shall consider: <ul style="list-style-type: none"> <li>• Student safety;</li> <li>• Objectives of instruction;</li> <li>• Most effective use of instructional time;</li> <li>• Distance from school;</li> <li>• District and student expense;</li> <li>• Transportation requirements;</li> <li>• Supervision requirements.</li> </ul>	EG	JJ
10/26/21	Staff affirm that no student will be excluded from participation because of lack of sufficient funds (total cost per student and funding sources must be included).	EG	JJ
10/26/21	Staff notified parents and students that students are under jurisdiction of the district and subject to district and school rules and regulations.	EG	JJ
10/26/21	Staff hold parent information meeting for staff, chaperones, parents/guardians and students to discuss safety and importance of safety-related rules.	EG	JJ
10/26/21	Staff ensures adequate supervision reviewed by site administrator (adults/students ratio). List of chaperones must be provided to District Office, including designating if employee or parent/guardian. If a non-staff chaperone, chaperone must have been cleared through the District's volunteer process.	EG	JJ
10/26/21	During travel, staff will have school's first aid kit in his/her possession or immediately available.	EG	JJ

Date Completed (dd/mm/yy)	Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel	Teacher/ Staff (initial)	Site Principal (initial)
10/26/21	Staff obtains parent permission. If trip also involves water activities, specific permission for water activities must be obtained. If students will be in water, including motel pools, there must be a lifeguard at all times the students are in the water. Lifeguard can be a chaperone if they have the certification or one obtained through a local agency and the person has passed the agency requirements. Trip must not include activities identified as "hazardous" by our local JPA which includes but is not limited to rock climbing (walls) and/or zip lines.	EG	JJ
10/26/21	Transportation information must include how and who is transporting students. If by chartered bus, Director of Transportation must be notified.	EG	JJ
10/26/21	Parent permission letter for travel out-of-country obtained for each student (District Letter form letter).	N/A	N/A
10/26/21	Forms JPA 1 signed and on file at the school prior to departing on out-of-country school sponsored activity.	EG	JJ
10/26/21	Staff complete checklist form including requested information, and Board "Field Trip Request Form" and submit to Superintendent's Assistant a minimum of 10 days prior to the Board meeting in which approval is being requested. (Board meeting dates can be obtained by calling the Superintendent's Assistant or looking on the ECS website.)	EG	JJ
10/26/21	District shall provide or make available medical and/or hospital insurance for students injured while participating in any excursion.	EG	JJ
10/26/21	Students must have travel insurance for travel out of lower 48 states.	N/A	N/A
10/26/21	<b>Staff, students and parents have been notified that the District may cancel or postpone student travel at any time if the State Department/Homeland Security or Federal Government indicates such travel presents unreasonable risk.</b>	EG	JJ

APPROVED:

Site Principal: Jennifer Johnson

Date: 10/26/21

Teacher/Staff: Eric Giacone

Date: 10/26/21

Director of Personnel: \_\_\_\_\_

Date: \_\_\_\_\_

# Field Trip Request Form

(Overnight / Out-of-Town or State)

## CONSENT ITEM

### WHAT:

The Governing Board is asked to approve the following Field Trip:

Girls Basketball trip to Santa Rosa, CA

WHY (briefly explain why approval is important; and, if applicable, how it is connected to the Site, District or Strategic Plan):

This will be a great experience for our student athletes

### HISTORY:



Annual Trip



First Year Attending



Other: \_\_\_\_\_

### HOW MUCH:

\$600 - rental vans

\$400 - fuel

\$1,600 - motel

\*\*\*

Name: Mike Harvey

Dates of Trip: December 9-11

Destination: Santa Rosa, CA

Club/Organization: Girls Basketball

What means of transportation: Rental Vans/Parents

Number of students participating: 12-15

Briefly describe the details of the trip (chaperone, lodging, etc.):

Girls Basketball will be going to a tournament in Santa Rosa, CA. They will be driven and chaperoned by coaches and parents. The team will be staying in a motel for the night(s) of the tournament.

**Eureka City Schools**  
**School-Sponsored Student/s Overnight Trip Checklist**

<b>Date Completed (dd/mm/yy)</b>	<b>Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel</b>	<b>Teacher/ Staff (initial)</b>	<b>Site Principal (initial)</b>
10/26/21	Principal establishes a process for approving a staff member's request to conduct a school-sponsored trip.	EG	JJ
10/26/21	Staff shall consider: <ul style="list-style-type: none"> <li>• Student safety;</li> <li>• Objectives of instruction;</li> <li>• Most effective use of instructional time;</li> <li>• Distance from school;</li> <li>• District and student expense;</li> <li>• Transportation requirements;</li> <li>• Supervision requirements.</li> </ul>	EG	JJ
10/26/21	Staff affirm that no student will be excluded from participation because of lack of sufficient funds (total cost per student and funding sources must be included).	EG	JJ
10/26/21	Staff notified parents and students that students are under jurisdiction of the district and subject to district and school rules and regulations.	EG	JJ
10/26/21	Staff hold parent information meeting for staff, chaperones, parents/guardians and students to discuss safety and importance of safety-related rules.	EG	JJ
10/26/21	Staff ensures adequate supervision reviewed by site administrator (adults/students ratio). List of chaperones must be provided to District Office, including designating if employee or parent/guardian. If a non-staff chaperone, chaperone must have been cleared through the District's volunteer process.	EG	JJ
10/26/21	During travel, staff will have school's first aid kit in his/her possession or immediately available.	EG	JJ



<b>Date Completed (dd/mm/yy)</b>	<b>Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel</b>	<b>Teacher/ Staff (initial)</b>	<b>Site Principal (initial)</b>
10/26/21	Staff obtains parent permission. If trip also involves water activities, specific permission for water activities must be obtained. If students will be in water, including motel pools, there must be a lifeguard at all times the students are in the water. Lifeguard can be a chaperone if they have the certification or one obtained through a local agency and the person has passed the agency requirements. Trip must not include activities identified as "hazardous" by our local JPA which includes but is not limited to rock climbing (walls) and/or zip lines.	EG	JJ
10/26/21	Transportation information must include how and who is transporting students. If by chartered bus, Director of Transportation must be notified.	EG	JJ
10/26/21	Parent permission letter for travel out-of-country obtained for each student (District Letter form letter).	N/A	N/A
10/26/21	Forms JPA 1 signed and on file at the school prior to departing on out-of-country school sponsored activity.	EG	JJ
10/26/21	Staff complete checklist form including requested information, and Board "Field Trip Request Form" and submit to Superintendent's Assistant a minimum of 10 days prior to the Board meeting in which approval is being requested. (Board meeting dates can be obtained by calling the Superintendent's Assistant or looking on the ECS website.)	EG	JJ
10/26/21	District shall provide or make available medical and/or hospital insurance for students injured while participating in any excursion.	EG	JJ
10/26/21	Students must have travel insurance for travel out of lower 48 states.	N/A	N/A
10/26/21	<b>Staff, students and parents have been notified that the District may cancel or postpone student travel at any time if the State Department/Homeland Security or Federal Government indicates such travel presents unreasonable risk.</b>	EG	JJ

APPROVED:

Site Principal: Jennifer Johnson

Date: 10/26/21

Teacher/Staff: Eric Giacone

Date: 10/26/21

Director of Personnel: \_\_\_\_\_

Date: \_\_\_\_\_

# Field Trip Request Form

(Overnight / Out-of-Town or State)

## CONSENT ITEM

### WHAT:

The Governing Board is asked to approve the following Field Trip:

Boys Wrestling trip to Elk Grove, CA

WHY (briefly explain why approval is important; and, if applicable, how it is connected to the Site, District or Strategic Plan):

This will be a great experience for our student athletes

### HISTORY:



Annual Trip



First Year Attending



Other: \_\_\_\_\_

### HOW MUCH:

\$800 - rental vans

\$600 - fuel

\*\*\*

Name: Clint Hunter

Dates of Trip: December 10-11

Destination: Elk Grove, CA

Club/Organization: Boys Wrestling

What means of transportation: Rental Vans/Parents

Number of students participating: 15-20

Briefly describe the details of the trip (chaperone, lodging, etc.):

Boys Wrestling will be going to a tournament in Elk Grove, CA. They will be driven and chaperoned by coaches and parents. The team will be staying in a motel for the night(s) of the tournament.

**Eureka City Schools**  
**School-Sponsored Student/s Overnight Trip Checklist**

<b>Date Completed (dd/mm/yy)</b>	<b>Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel</b>	<b>Teacher/ Staff (initial)</b>	<b>Site Principal (initial)</b>
10/26/21	Principal establishes a process for approving a staff member's request to conduct a school-sponsored trip.	EG	JJ
10/26/21	Staff shall consider: <ul style="list-style-type: none"> <li>• Student safety;</li> <li>• Objectives of instruction;</li> <li>• Most effective use of instructional time;</li> <li>• Distance from school;</li> <li>• District and student expense;</li> <li>• Transportation requirements;</li> <li>• Supervision requirements.</li> </ul>	EG	JJ
10/26/21	Staff affirm that no student will be excluded from participation because of lack of sufficient funds (total cost per student and funding sources must be included).	EG	JJ
10/26/21	Staff notify parents and students that students are under jurisdiction of the district and subject to district and school rules and regulations.	EG	JJ
10/26/21	Staff hold parent information meeting for staff, chaperones, parents/guardians and students to discuss safety and importance of safety-related rules.	EG	JJ
10/26/21	Staff ensure adequate supervision reviewed by site administrator (adults/students ratio). List of chaperones must be provided to District Office, including designating if employee or parent/guardian. If a non-staff chaperone, chaperone must have been cleared through the District's volunteer process.	EG	JJ
10/26/21	During travel, staff will have school's first aid kit in his/her possession or immediately available.	EG	JJ

<b>Date Completed (dd/mm/yy)</b>	<b>Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel</b>	<b>Teacher/ Staff (initial)</b>	<b>Site Principal (initial)</b>
10/26/21	Staff obtains parent permission. If trip also involves water activities, specific permission for water activities must be obtained. If students will be in water, including motel pools, there must be a lifeguard at all times the students are in the water. Lifeguard can be a chaperone if they have the certification or one obtained through a local agency and the person has passed the agency requirements. Trip must not include activities identified as "hazardous" by our local JPA which includes but is not limited to rock climbing (walls) and/or zip lines.	EG	JJ
10/26/21	Transportation information must include how and who is transporting students. If by chartered bus, Director of Transportation must be notified.	EG	JJ
10/26/21	Parent permission letter for travel out-of-country obtained for each student (District Letter form letter).	N/A	N/A
10/26/21	Forms JPA 1 signed and on file at the school prior to departing on out-of-country school sponsored activity.	EG	JJ
10/26/21	Staff complete checklist form including requested information, and Board "Field Trip Request Form" and submit to Superintendent's Assistant a minimum of 10 days prior to the Board meeting in which approval is being requested. (Board meeting dates can be obtained by calling the Superintendent's Assistant or looking on the ECS website.)	EG	JJ
10/26/21	District shall provide or make available medical and/or hospital insurance for students injured while participating in any excursion.	EG	JJ
10/26/21	Students must have travel insurance for travel out of lower 48 states.	N/A	N/A
10/26/21	<b>Staff, students and parents have been notified that the District may cancel or postpone student travel at any time if the State Department/Homeland Security or Federal Government indicates such travel presents unreasonable risk.</b>	EG	JJ

APPROVED:

Site Principal: Jennifer Johnson

Date: 10/26/21

Teacher/Staff: Eric Giacone

Date: 10/26/21

Director of Personnel: \_\_\_\_\_

Date: \_\_\_\_\_

# Field Trip Request Form

(Overnight / Out-of-Town or State)

## CONSENT ITEM

### WHAT:

The Governing Board is asked to approve the following Field Trip:

Girls Basketball trip to Ukiah, CA

WHY (briefly explain why approval is important; and, if applicable, how it is connected to the Site, District or Strategic Plan):

This will be a great experience for our student athletes

### HISTORY:



Annual Trip



First Year Attending



Other: \_\_\_\_\_

### HOW MUCH:

\$300 - rental vans

\$300 - fuel

\$1,000 - motel

\*\*\*

Name: Mike Harvey

Dates of Trip: December 17-18

Destination: Ukiah, CA

Club/Organization: Girls Basketball

What means of transportation: Rental Vans/Parents

Number of students participating: 12-15

Briefly describe the details of the trip (chaperone, lodging, etc.):

Girls Basketball will be going to a tournament in Ukiah, CA. They will be driven and chaperoned by coaches and parents. The team will be staying in a motel for the night(s) of the tournament.

**Eureka City Schools**  
**School-Sponsored Student/s Overnight Trip Checklist**

<b>Date Completed (dd/mm/yy)</b>	<b>Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel</b>	<b>Teacher/ Staff (initial)</b>	<b>Site Principal (initial)</b>
10/26/21	Principal establishes a process for approving a staff member's request to conduct a school-sponsored trip.	EG	JJ
10/26/21	Staff shall consider: <ul style="list-style-type: none"> <li>• Student safety;</li> <li>• Objectives of instruction;</li> <li>• Most effective use of instructional time;</li> <li>• Distance from school;</li> <li>• District and student expense;</li> <li>• Transportation requirements;</li> <li>• Supervision requirements.</li> </ul>	EG	JJ
10/26/21	Staff affirm that no student will be excluded from participation because of lack of sufficient funds (total cost per student and funding sources must be included).	EG	JJ
10/26/21	Staff notified parents and students that students are under jurisdiction of the district and subject to district and school rules and regulations.	EG	JJ
10/26/21	Staff hold parent information meeting for staff, chaperones, parents/guardians and students to discuss safety and importance of safety-related rules.	EG	JJ
10/26/21	Staff ensures adequate supervision reviewed by site administrator (adults/students ratio). List of chaperones must be provided to District Office, including designating if employee or parent/guardian. If a non-staff chaperone, chaperone must have been cleared through the District's volunteer process.	EG	JJ
10/26/21	During travel, staff will have school's first aid kit in his/her possession or immediately available.	EG	JJ

Date Completed (dd/mm/yy)	Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel	Teacher/ Staff (initial)	Site Principal (initial)
10/26/21	Staff obtains parent permission. If trip also involves water activities, specific permission for water activities must be obtained. If students will be in water, including motel pools, there must be a lifeguard at all times the students are in the water. Lifeguard can be a chaperone if they have the certification or one obtained through a local agency and the person has passed the agency requirements. Trip must not include activities identified as "hazardous" by our local JPA which includes but is not limited to rock climbing (walls) and/or zip lines.	EG	JJ
10/26/21	Transportation information must include how and who is transporting students. If by chartered bus, Director of Transportation must be notified.	EG	JJ
10/26/21	Parent permission letter for travel out-of-country obtained for each student (District Letter form letter).	N/A	N/A
10/26/21	Forms JPA 1 signed and on file at the school prior to departing on out-of-country school sponsored activity.	EG	JJ
10/26/21	Staff complete checklist form including requested information, and Board "Field Trip Request Form" and submit to Superintendent's Assistant a minimum of 10 days prior to the Board meeting in which approval is being requested. (Board meeting dates can be obtained by calling the Superintendent's Assistant or looking on the ECS website.)	EG	JJ
10/26/21	District shall provide or make available medical and/or hospital insurance for students injured while participating in any excursion.	EG	JJ
10/26/21	Students must have travel insurance for travel out of lower 48 states.	N/A	N/A
10/26/21	<b>Staff, students and parents have been notified that the District may cancel or postpone student travel at any time if the State Department/Homeland Security or Federal Government indicates such travel presents unreasonable risk.</b>	EG	JJ

APPROVED:

Site Principal: Jennifer Johnson

Date: 10/26/21

Teacher/Staff: Eric Giacone

Date: 10/26/21

Director of Personnel: \_\_\_\_\_

Date: \_\_\_\_\_

# Field Trip Request Form

(Overnight / Out-of-Town or State)

## CONSENT ITEM

### WHAT:

The Governing Board is asked to approve the following Field Trip:

Boys Wrestling trip to Grants Pass, OR

WHY (briefly explain why approval is important; and, if applicable, how it is connected to the Site, District or Strategic Plan):

This will be a great experience for our student athletes

### HISTORY:



Annual Trip



First Year Attending



Other: \_\_\_\_\_

### HOW MUCH:

\$800 - rental vans

\$600 - fuel

\*\*\*

Name: Clint Hunter

Dates of Trip: December 17-18

Destination: Grants Pass, OR

Club/Organization: Boys Wrestling

What means of transportation: Rental Vans/Parents

Number of students participating: 20-25

Briefly describe the details of the trip (chaperone, lodging, etc.):

Boys Wrestling will be going to a tournament in Grants Pass, OR. They will be driven and chaperoned by coaches and parents. The team will be staying in a motel for the night(s) of the tournament.



**Eureka City Schools**  
**School-Sponsored Student/s Overnight Trip Checklist**

<b>Date Completed (dd/mm/yy)</b>	<b>Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel</b>	<b>Teacher/ Staff (initial)</b>	<b>Site Principal (initial)</b>
10/26/21	Principal establishes a process for approving a staff member's request to conduct a school-sponsored trip.	EG	JJ
10/26/21	Staff shall consider: <ul style="list-style-type: none"> <li>• Student safety;</li> <li>• Objectives of instruction;</li> <li>• Most effective use of instructional time;</li> <li>• Distance from school;</li> <li>• District and student expense;</li> <li>• Transportation requirements;</li> <li>• Supervision requirements.</li> </ul>	EG	JJ
10/26/21	Staff affirm that no student will be excluded from participation because of lack of sufficient funds (total cost per student and funding sources must be included).	EG	JJ
10/26/21	Staff notified parents and students that students are under jurisdiction of the district and subject to district and school rules and regulations.	EG	JJ
10/26/21	Staff hold parent information meeting for staff, chaperones, parents/guardians and students to discuss safety and importance of safety-related rules.	EG	JJ
10/26/21	Staff ensures adequate supervision reviewed by site administrator (adults/students ratio). List of chaperones must be provided to District Office, including designating if employee or parent/guardian. If a non-staff chaperone, chaperone must have been cleared through the District's volunteer process.	EG	JJ
10/26/21	During travel, staff will have school's first aid kit in his/her possession or immediately available.	EG	JJ

Date Completed (dd/mm/yy)	Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel	Teacher/ Staff (initial)	Site Principal (initial)
10/26/21	Staff obtains parent permission. If trip also involves water activities, specific permission for water activities must be obtained. If students will be in water, including motel pools, there must be a lifeguard at all times the students are in the water. Lifeguard can be a chaperone if they have the certification or one obtained through a local agency and the person has passed the agency requirements. Trip must not include activities identified as "hazardous" by our local JPA which includes but is not limited to rock climbing (walls) and/or zip lines.	EG	JJ
10/26/21	Transportation information must include how and who is transporting students. If by chartered bus, Director of Transportation must be notified.	EG	JJ
10/26/21	Parent permission letter for travel out-of-country obtained for each student (District Letter form letter).	N/A	N/A
10/26/21	Forms JPA 1 signed and on file at the school prior to departing on out-of-country school sponsored activity.	EG	JJ
10/26/21	Staff complete checklist form including requested information, and Board "Field Trip Request Form" and submit to Superintendent's Assistant a minimum of 10 days prior to the Board meeting in which approval is being requested. (Board meeting dates can be obtained by calling the Superintendent's Assistant or looking on the ECS website.)	EG	JJ
10/26/21	District shall provide or make available medical and/or hospital insurance for students injured while participating in any excursion.	EG	JJ
10/26/21	Students must have travel insurance for travel out of lower 48 states.	N/A	N/A
10/26/21	<b>Staff, students and parents have been notified that the District may cancel or postpone student travel at any time if the State Department/Homeland Security or Federal Government indicates such travel presents unreasonable risk.</b>	EG	JJ

APPROVED:

Site Principal: Jennifer Johnson

Date: 10/26/21

Teacher/Staff: Eric Giacone

Date: 10/26/21

Director of Personnel: \_\_\_\_\_

Date: \_\_\_\_\_

# Field Trip Request Form

(Overnight / Out-of-Town or State)

## CONSENT ITEM

### WHAT:

The Governing Board is asked to approve the following Field Trip:

Girls Wrestling trip to Rocklin, CA

WHY (briefly explain why approval is important; and, if applicable, how it is connected to the Site, District or Strategic Plan):

This will be a great experience for our student athletes

### HISTORY:



Annual Trip



First Year Attending



Other: \_\_\_\_\_

### HOW MUCH:

\$800 - rental vans

\$600 - fuel

\$1,600 - motel

\*\*\*

Name: Cecil Wilson

Dates of Trip: December 18-19

Destination: Rocklin, CA

Club/Organization: Girls Wrestling

What means of transportation: Rental Vans/Parents

Number of students participating: 15-20

Briefly describe the details of the trip (chaperone, lodging, etc.):

Girls Wrestling will be going to a tournament in Rocklin, CA. They will be driven and chaperoned by coaches and parents. The team will be staying in a motel for the night(s) of the tournament.

**Eureka City Schools**  
**School-Sponsored Student/s Overnight Trip Checklist**

<b>Date Completed (dd/mm/yy)</b>	<b>Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel</b>	<b>Teacher/ Staff (initial)</b>	<b>Site Principal (initial)</b>
10/26/21	Principal establishes a process for approving a staff member's request to conduct a school-sponsored trip.	EG	JJ
10/26/21	Staff shall consider: <ul style="list-style-type: none"> <li>• Student safety;</li> <li>• Objectives of instruction;</li> <li>• Most effective use of instructional time;</li> <li>• Distance from school;</li> <li>• District and student expense;</li> <li>• Transportation requirements;</li> <li>• Supervision requirements.</li> </ul>	EG	JJ
10/26/21	Staff affirm that no student will be excluded from participation because of lack of sufficient funds (total cost per student and funding sources must be included).	EG	JJ
10/26/21	Staff notified parents and students that students are under jurisdiction of the district and subject to district and school rules and regulations.	EG	JJ
10/26/21	Staff hold parent information meeting for staff, chaperones, parents/guardians and students to discuss safety and importance of safety-related rules.	EG	JJ
10/26/21	Staff ensures adequate supervision reviewed by site administrator (adults/students ratio). List of chaperones must be provided to District Office, including designating if employee or parent/guardian. If a non-staff chaperone, chaperone must have been cleared through the District's volunteer process.	EG	JJ
10/26/21	During travel, staff will have school's first aid kit in his/her possession or immediately available.	EG	JJ

Date Completed (dd/mm/yy)	Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel	Teacher/ Staff (initial)	Site Principal (initial)
10/26/21	Staff obtains parent permission. If trip also involves water activities, specific permission for water activities must be obtained. If students will be in water, including motel pools, there must be a lifeguard at all times the students are in the water. Lifeguard can be a chaperone if they have the certification or one obtained through a local agency and the person has passed the agency requirements. Trip must not include activities identified as "hazardous" by our local JPA which includes but is not limited to rock climbing (walls) and/or zip lines.	EG	JJ
10/26/21	Transportation information must include how and who is transporting students. If by chartered bus, Director of Transportation must be notified.	EG	JJ
10/26/21	Parent permission letter for travel out-of-country obtained for each student (District Letter form letter).	N/A	N/A
10/26/21	Forms JPA 1 signed and on file at the school prior to departing on out-of-country school sponsored activity.	EG	JJ
10/26/21	Staff complete checklist form including requested information, and Board "Field Trip Request Form" and submit to Superintendent's Assistant a minimum of 10 days prior to the Board meeting in which approval is being requested. (Board meeting dates can be obtained by calling the Superintendent's Assistant or looking on the ECS website.)	EG	JJ
10/26/21	District shall provide or make available medical and/or hospital insurance for students injured while participating in any excursion.	EG	JJ
10/26/21	Students must have travel insurance for travel out of lower 48 states.	N/A	N/A
10/26/21	<b>Staff, students and parents have been notified that the District may cancel or postpone student travel at any time if the State Department/Homeland Security or Federal Government indicates such travel presents unreasonable risk.</b>	EG	JJ

APPROVED:

Site Principal: Jennifer Johnson

Date: 10/26/21

Teacher/Staff: Eric Giacone

Date: 10/26/21

Director of Personnel: \_\_\_\_\_

Date: \_\_\_\_\_

# Field Trip Request Form

(Overnight / Out-of-Town or State)

## CONSENT ITEM

### WHAT:

The Governing Board is asked to approve the following Field Trip:

Girls Basketball trip to Hayward, CA

WHY (briefly explain why approval is important; and, if applicable, how it is connected to the Site, District or Strategic Plan):

This will be a great experience for our student athletes

### HISTORY:



Annual Trip



First Year Attending



Other: \_\_\_\_\_

### HOW MUCH:

\$600 - rental vans

\$400 - fuel

\$1,600 - motel

\*\*\*

Name: Mike Harvey

Dates of Trip: December 28-30

Destination: Hayward, CA

Club/Organization: Girls Basketball

What means of transportation: Rental Vans/Parents

Number of students participating: 12-15

Briefly describe the details of the trip (chaperone, lodging, etc.):

Girls Basketball will be going to a tournament in Hayward, CA. They will be driven and chaperoned by coaches and parents. The team will be staying in a motel for the night(s) of the tournament.

**Eureka City Schools**  
**School-Sponsored Student/s Overnight Trip Checklist**

<b>Date Completed (dd/mm/yy)</b>	<b>Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel</b>	<b>Teacher/ Staff (initial)</b>	<b>Site Principal (initial)</b>
10/26/21	Principal establishes a process for approving a staff member's request to conduct a school-sponsored trip.	EG	JJ
10/26/21	Staff shall consider: <ul style="list-style-type: none"> <li>• Student safety;</li> <li>• Objectives of instruction;</li> <li>• Most effective use of instructional time;</li> <li>• Distance from school;</li> <li>• District and student expense;</li> <li>• Transportation requirements;</li> <li>• Supervision requirements.</li> </ul>	EG	JJ
10/26/21	Staff affirm that no student will be excluded from participation because of lack of sufficient funds (total cost per student and funding sources must be included).	EG	JJ
10/26/21	Staff notified parents and students that students are under jurisdiction of the district and subject to district and school rules and regulations.	EG	JJ
10/26/21	Staff hold parent information meeting for staff, chaperones, parents/guardians and students to discuss safety and importance of safety-related rules.	EG	JJ
10/26/21	Staff ensure: adequate supervision reviewed by site administrator (adults/students ratio). List of chaperones must be provided to District Office, including designating if employee or parent/guardian. If a non-staff chaperone, chaperone must have been cleared through the District's volunteer process.	EG	JJ
10/26/21	During travel, staff will have school's first aid kit in his/her possession or immediately available.	EG	JJ

<b>Date Completed (dd/mm/yy)</b>	<b>Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel</b>	<b>Teacher/Staff (initial)</b>	<b>Site Principal (initial)</b>
10/26/21	Staff obtains parent permission. If trip also involves water activities, specific permission for water activities must be obtained. If students will be in water, including motel pools, there must be a lifeguard at all times the students are in the water. Lifeguard can be a chaperone if they have the certification or one obtained through a local agency and the person has passed the agency requirements. Trip must not include activities identified as "hazardous" by our local JPA which includes but is not limited to rock climbing (walls) and/or zip lines.	EG	JJ
10/26/21	Transportation information must include how and who is transporting students. If by chartered bus, Director of Transportation must be notified.	EG	JJ
10/26/21	Parent permission letter for travel out-of-country obtained for each student (District Letter form letter).	N/A	N/A
10/26/21	Forms JPA 1 signed and on file at the school prior to departing on out-of-country school sponsored activity.	EG	JJ
10/26/21	Staff complete checklist form including requested information, and Board "Field Trip Request Form" and submit to Superintendent's Assistant a minimum of 10 days prior to the Board meeting in which approval is being requested. (Board meeting dates can be obtained by calling the Superintendent's Assistant or looking on the ECS website.)	EG	JJ
10/26/21	District shall provide or make available medical and/or hospital insurance for students injured while participating in any excursion.	EG	JJ
10/26/21	Students must have travel insurance for travel out of lower 48 states.	N/A	N/A
10/26/21	<b>Staff, students and parents have been notified that the District may cancel or postpone student travel at any time if the State Department/Homeland Security or Federal Government indicates such travel presents unreasonable risk.</b>	EG	JJ

APPROVED:

Site Principal: Jennifer Johnson

Date: 10/26/21

Teacher/Staff: Eric Giacone

Date: 10/26/21

Director of Personnel: \_\_\_\_\_

Date: \_\_\_\_\_



# Field Trip Request Form

(Overnight / Out-of-Town or State)

## CONSENT ITEM

### WHAT:

The Governing Board is asked to approve the following Field Trip:

Boys Wrestling trip to Anderson, CA

WHY (briefly explain why approval is important; and, if applicable, how it is connected to the Site, District or Strategic Plan):

This will be a great experience for our student athletes

### HISTORY:



Annual Trip



First Year Attending



Other: \_\_\_\_\_

### HOW MUCH:

\$800 - rental vans

\$600 - fuel

\*\*\*

Name: Clint Hunter

Dates of Trip: January 7-8

Destination: Anderson, CA

Club/Organization: Boys Wrestling

What means of transportation: Rental Vans/Parents

Number of students participating: 20-25

Briefly describe the details of the trip (chaperone, lodging, etc.):

Boys Wrestling will be going to a tournament in Anderson, CA. They will be driven and chaperoned by coaches and parents. The team will be staying in a motel for the night(s) of the tournament.

**Eureka City Schools**  
**School-Sponsored Student/s Overnight Trip Checklist**

<b>Date Completed (dd/mm/yy)</b>	<b>Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel</b>	<b>Teacher/ Staff (initial)</b>	<b>Site Principal (initial)</b>
10/26/21	Principal establishes a process for approving a staff member's request to conduct a school-sponsored trip.	EG	JJ
10/26/21	Staff shall consider: <ul style="list-style-type: none"> <li>• Student safety;</li> <li>• Objectives of instruction;</li> <li>• Most effective use of instructional time;</li> <li>• Distance from school;</li> <li>• District and student expense;</li> <li>• Transportation requirements;</li> <li>• Supervision requirements.</li> </ul>	EG	JJ
10/26/21	Staff affirm that no student will be excluded from participation because of lack of sufficient funds (total cost per student and funding sources must be included).	EG	JJ
10/26/21	Staff notified parents and students that students are under jurisdiction of the district and subject to district and school rules and regulations.	EG	JJ
10/26/21	Staff hold parent information meeting for staff, chaperones, parents/guardians and students to discuss safety and importance of safety-related rules.	EG	JJ
10/26/21	Staff ensures adequate supervision reviewed by site administrator (adults/students ratio). List of chaperones must be provided to District Office, including designating if employee or parent/guardian. If a non-staff chaperone, chaperone must have been cleared through the District's volunteer process.	EG	JJ
10/26/21	During travel, staff will have school's first aid kit in his/her possession or immediately available.	EG	JJ

Date Completed (dd/mm/yy)	Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel	Teacher/ Staff (initial)	Site Principal (initial)
10/26/21	Staff obtains parent permission. If trip also involves water activities, specific permission for water activities must be obtained. If students will be in water, including motel pools, there must be a lifeguard at all times the students are in the water. Lifeguard can be a chaperone if they have the certification or one obtained through a local agency and the person has passed the agency requirements. Trip must not include activities identified as "hazardous" by our local JPA which includes but is not limited to rock climbing (walls) and/or zip lines.	EG	JJ
10/26/21	Transportation information must include how and who is transporting students. If by chartered bus, Director of Transportation must be notified.	EG	JJ
10/26/21	Parent permission letter for travel out-of-country obtained for each student (District Letter form letter).	N/A	N/A
10/26/21	Forms JPA 1 signed and on file at the school prior to departing on out-of-country school sponsored activity.	EG	JJ
10/26/21	Staff complete checklist form including requested information, and Board "Field Trip Request Form" and submit to Superintendent's Assistant a minimum of 10 days prior to the Board meeting in which approval is being requested. (Board meeting dates can be obtained by calling the Superintendent's Assistant or looking on the ECS website.)	EG	JJ
10/26/21	District shall provide or make available medical and/or hospital insurance for students injured while participating in any excursion.	EG	JJ
10/26/21	Students must have travel insurance for travel out of lower 48 states.	N/A	N/A
10/26/21	<b>Staff, students and parents have been notified that the District may cancel or postpone student travel at any time if the State Department/Homeland Security or Federal Government indicates such travel presents unreasonable risk.</b>	EG	JJ

APPROVED:

Site Principal: Jennifer Johnson

Date: 10/26/21

Teacher/Staff: Eric Giacone

Date: 10/26/21

Director of Personnel: \_\_\_\_\_

Date: \_\_\_\_\_

# Field Trip Request Form

(Overnight / Out-of-Town or State)

## CONSENT ITEM

### WHAT:

The Governing Board is asked to approve the following Field Trip:

Girls Wrestling trip to Napa, CA

WHY (briefly explain why approval is important; and, if applicable, how it is connected to the Site, District or Strategic Plan):

This will be a great experience for our student athletes

### HISTORY:



Annual Trip



First Year Attending



Other: \_\_\_\_\_

### HOW MUCH:

\$800 - rental vans

\$600 - fuel

\$1,600 - motel

\*\*\*

Name: Cecil Wilson

Dates of Trip: January 8-9

Destination: Napa, CA

Club/Organization: Girls Wrestling

What means of transportation: Rental Vans/Parents

Number of students participating: 15-20

Briefly describe the details of the trip (chaperone, lodging, etc.):

Girls Wrestling will be going to a tournament in Napa, CA. They will be driven and chaperoned by coaches and parents. The team will be staying in a motel for the night(s) of the tournament.

**Eureka City Schools**  
**School-Sponsored Student/s Overnight Trip Checklist**

<b>Date Completed (dd/mm/yy)</b>	<b>Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel</b>	<b>Teacher/Staff (initial)</b>	<b>Site Principal (initial)</b>
10/26/21	Principal establishes a process for approving a staff member's request to conduct a school-sponsored trip.	EG	JJ
10/26/21	Staff shall consider: <ul style="list-style-type: none"> <li>• Student safety;</li> <li>• Objectives of instruction;</li> <li>• Most effective use of instructional time;</li> <li>• Distance from school;</li> <li>• District and student expense;</li> <li>• Transportation requirements;</li> <li>• Supervision requirements.</li> </ul>	EG	JJ
10/26/21	Staff affirm that no student will be excluded from participation because of lack of sufficient funds (total cost per student and funding sources must be included).	EG	JJ
10/26/21	Staff notified parents and students that students are under jurisdiction of the district and subject to district and school rules and regulations.	EG	JJ
10/26/21	Staff hold parent information meeting for staff, chaperones, parents/guardians and students to discuss safety and importance of safety-related rules.	EG	JJ
10/26/21	Staff ensures adequate supervision reviewed by site administrator (adults/students ratio). List of chaperones must be provided to District Office, including designating if employee or parent/guardian. If a non-staff chaperone, chaperone must have been cleared through the District's volunteer process.	EG	JJ
10/26/21	During travel, staff will have school's first aid kit in his/her possession or immediately available.	EG	JJ

Date Completed (dd/mm/yy)	Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel	Teacher/ Staff (initial)	Site Principal (initial)
10/26/21	Staff obtains parent permission. If trip also involves water activities, specific permission for water activities must be obtained. If students will be in water, including motel pools, there must be a lifeguard at all times the students are in the water. Lifeguard can be a chaperone if they have the certification or one obtained through a local agency and the person has passed the agency requirements. Trip must not include activities identified as "hazardous" by our local JPA which includes but is not limited to rock climbing (walls) and/or zip lines.	EG	JJ
10/26/21	Transportation information must include how and who is transporting students. If by chartered bus, Director of Transportation must be notified.	EG	JJ
10/26/21	Parent permission letter for travel out-of-country obtained for each student (District Letter form letter).	N/A	N/A
10/26/21	Forms JPA 1 signed and on file at the school prior to departing on out-of-country school sponsored activity.	EG	JJ
10/26/21	Staff complete checklist form including requested information, and Board "Field Trip Request Form" and submit to Superintendent's Assistant a minimum of 10 days prior to the Board meeting in which approval is being requested. (Board meeting dates can be obtained by calling the Superintendent's Assistant or looking on the ECS website.)	EG	JJ
10/26/21	District shall provide or make available medical and/or hospital insurance for students injured while participating in any excursion.	EG	JJ
10/26/21	Students must have travel insurance for travel out of lower 48 states.	N/A	N/A
10/26/21	<b>Staff, students and parents have been notified that the District may cancel or postpone student travel at any time if the State Department/Homeland Security or Federal Government indicates such travel presents unreasonable risk.</b>	EG	JJ

APPROVED:

Site Principal: Jennifer Johnson

Date: 10/26/21

Teacher/Staff: Eric Giacone

Date: 10/26/21

Director of Personnel: \_\_\_\_\_

Date: \_\_\_\_\_

# Field Trip Request Form

(Overnight / Out-of-Town or State)

## CONSENT ITEM

### WHAT:

The Governing Board is asked to approve the following Field Trip:

Girls Wrestling trip to Lincoln, CA

WHY (briefly explain why approval is important; and, if applicable, how it is connected to the Site, District or Strategic Plan):

This will be a great experience for our student athletes

### HISTORY:



Annual Trip



First Year Attending



Other: \_\_\_\_\_

### HOW MUCH:

\$800 - rental vans

\$600 - fuel

\$1,600 - motel

\*\*\*

Name: Cecil Wilson

Dates of Trip: January 14-15

Destination: Lincoln, CA

Club/Organization: Girls Wrestling

What means of transportation: Rental Vans/Parents

Number of students participating: 15-20

Briefly describe the details of the trip (chaperone, lodging, etc.):

Girls Wrestling will be going to a tournament in Lincoln, CA. They will be driven and chaperoned by coaches and parents. The team will be staying in a motel for the night(s) of the tournament.

**Eureka City Schools**  
**School-Sponsored Student/s Overnight Trip Checklist**

<b>Date Completed (dd/mm/yy)</b>	<b>Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel</b>	<b>Teacher/Staff (initial)</b>	<b>Site Principal (initial)</b>
10/26/21	Principal establishes a process for approving a staff member's request to conduct a school-sponsored trip.	EG	JJ
10/26/21	Staff shall consider: <ul style="list-style-type: none"> <li>• Student safety;</li> <li>• Objectives of instruction;</li> <li>• Most effective use of instructional time;</li> <li>• Distance from school;</li> <li>• District and student expense;</li> <li>• Transportation requirements;</li> <li>• Supervision requirements.</li> </ul>	EG	JJ
10/26/21	Staff affirm that no student will be excluded from participation because of lack of sufficient funds (total cost per student and funding sources must be included).	EG	JJ
10/26/21	Staff notified parents and students that students are under jurisdiction of the district and subject to district and school rules and regulations.	EG	JJ
10/26/21	Staff hold parent information meeting for staff, chaperones, parents/guardians and students to discuss safety and importance of safety-related rules.	EG	JJ
10/26/21	Staff ensures adequate supervision reviewed by site administrator (adults/students ratio). List of chaperones must be provided to District Office, including designating if employee or parent/guardian. If a non-staff chaperone, chaperone must have been cleared through the District's volunteer process.	EG	JJ
10/26/21	During travel, staff will have school's first aid kit in his/her possession or immediately available.	EG	JJ



Date Completed (dd/mm/yy)	Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel	Teacher/ Staff (initial)	Site Principal (initial)
10/26/21	Staff obtains parent permission. If trip also involves water activities, specific permission for water activities must be obtained. If students will be in water, including motel pools, there must be a lifeguard at all times the students are in the water. Lifeguard can be a chaperone if they have the certification or one obtained through a local agency and the person has passed the agency requirements. Trip must not include activities identified as "hazardous" by our local JPA which includes but is not limited to rock climbing (walls) and/or zip lines.	EG	JJ
10/26/21	Transportation information must include how and who is transporting students. If by chartered bus, Director of Transportation must be notified.	EG	JJ
10/26/21	Parent permission letter for travel out-of-country obtained for each student (District Letter form letter).	N/A	N/A
10/26/21	Forms JPA 1 signed and on file at the school prior to departing on out-of-country school sponsored activity.	EG	JJ
10/26/21	Staff complete checklist form including requested information, and Board "Field Trip Request Form" and submit to Superintendent's Assistant a minimum of 10 days prior to the Board meeting in which approval is being requested. (Board meeting dates can be obtained by calling the Superintendent's Assistant or looking on the ECS website.)	EG	JJ
10/26/21	District shall provide or make available medical and/or hospital insurance for students injured while participating in any excursion.	EG	JJ
10/26/21	Students must have travel insurance for travel out of lower 48 states.	N/A	N/A
10/26/21	<b>Staff, students and parents have been notified that the District may cancel or postpone student travel at any time if the State Department/Homeland Security or Federal Government indicates such travel presents unreasonable risk.</b>	EG	JJ

APPROVED:

Site Principal: Jennifer Johnson

Date: 10/26/21

Teacher/Staff: Eric Giacone

Date: 10/26/21

Director of Personnel: \_\_\_\_\_

Date: \_\_\_\_\_

# Field Trip Request Form

(Overnight / Out-of-Town or State)

## CONSENT ITEM

### WHAT:

The Governing Board is asked to approve the following Field Trip:

Boys Wrestling trip to Santa Rosa, CA

WHY (briefly explain why approval is important; and, if applicable, how it is connected to the Site, District or Strategic Plan):

This will be a great experience for our student athletes

### HISTORY:

☒

Annual Trip

☐

First Year Attending

☐

Other: \_\_\_\_\_

### HOW MUCH:

\$800 - rental vans

\$600 - fuel

\*\*\*

Name: Clint Hunter

Dates of Trip: January 21-22

Destination: Santa Rosa, CA

Club/Organization: Boys Wrestling

What means of transportation: Rental Vans/Parents

Number of students participating: 20-25

Briefly describe the details of the trip (chaperone, lodging, etc.):

Boys Wrestling will be going to a tournament in Santa Rosa, CA. They will be driven and chaperoned by coaches and parents. The team will be staying in a motel for the night(s) of the tournament.

**Eureka City Schools**  
**School-Sponsored Student/s Overnight Trip Checklist**

<b>Date Completed (dd/mm/yy)</b>	<b>Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel</b>	<b>Teacher/ Staff (initial)</b>	<b>Site Principal (initial)</b>
10/26/21	Principal establishes a process for approving a staff member's request to conduct a school-sponsored trip.	EG	JJ
10/26/21	Staff shall consider: <ul style="list-style-type: none"> <li>• Student safety;</li> <li>• Objectives of instruction;</li> <li>• Most effective use of instructional time;</li> <li>• Distance from school;</li> <li>• District and student expense;</li> <li>• Transportation requirements;</li> <li>• Supervision requirements.</li> </ul>	EG	JJ
10/26/21	Staff affirm that no student will be excluded from participation because of lack of sufficient funds (total cost per student and funding sources must be included).	EG	JJ
10/26/21	Staff notified parents and students that students are under jurisdiction of the district and subject to district and school rules and regulations.	EG	JJ
10/26/21	Staff hold parent information meeting for staff, chaperones, parents/guardians and students to discuss safety and importance of safety-related rules.	EG	JJ
10/26/21	Staff ensures adequate supervision reviewed by site administrator (adults/students ratio). List of chaperones must be provided to District Office, including designating if employee or parent/guardian. If a non-staff chaperone, chaperone must have been cleared through the District's volunteer process.	EG	JJ
10/26/21	During travel, staff will have school's first aid kit in his/her possession or immediately available.	EG	JJ

Date Completed (dd/mm/yy)	Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel	Teacher/ Staff (initial)	Site Principal (initial)
10/26/21	Staff obtains parent permission. If trip also involves water activities, specific permission for water activities must be obtained. If students will be in water, including motel pools, there must be a lifeguard at all times the students are in the water. Lifeguard can be a chaperone if they have the certification or one obtained through a local agency and the person has passed the agency requirements. Trip must not include activities identified as "hazardous" by our local JPA which includes but is not limited to rock climbing (walls) and/or zip lines.	EG	JJ
10/26/21	Transportation information must include how and who is transporting students. If by chartered bus, Director of Transportation must be notified.	EG	JJ
10/26/21	Parent permission letter for travel out-of-country obtained for each student (District Letter form letter).	N/A	N/A
10/26/21	Forms JPA 1 signed and on file at the school prior to departing on out-of-country school sponsored activity.	EG	JJ
10/26/21	Staff complete checklist form including requested information, and Board "Field Trip Request Form" and submit to Superintendent's Assistant a minimum of 10 days prior to the Board meeting in which approval is being requested. (Board meeting dates can be obtained by calling the Superintendent's Assistant or looking on the ECS website.)	EG	JJ
10/26/21	District shall provide or make available medical and/or hospital insurance for students injured while participating in any excursion.	EG	JJ
10/26/21	Students must have travel insurance for travel out of lower 48 states.	N/A	N/A
10/26/21	<b>Staff, students and parents have been notified that the District may cancel or postpone student travel at any time if the State Department/Homeland Security or Federal Government indicates such travel presents unreasonable risk.</b>	EG	JJ

APPROVED:

Site Principal: Jennifer Johnson

Date: 10/26/21

Teacher/Staff: Eric Giacone

Date: 10/26/21

Director of Personnel: \_\_\_\_\_

Date: \_\_\_\_\_

# Field Trip Request Form

(Overnight / Out-of-Town or State)

## CONSENT ITEM

### WHAT:

The Governing Board is asked to approve the following Field Trip:

Girls Wrestling trip to Lodi, CA

WHY (briefly explain why approval is important; and, if applicable, how it is connected to the Site, District or Strategic Plan):

This will be a great experience for our student athletes

### HISTORY:



Annual Trip



First Year Attending



Other: \_\_\_\_\_

### HOW MUCH:

\$1,500 - rental vans

\$600 - fuel

\$1,600 - motel

\*\*\*

Name: Cecil Wilson

Dates of Trip: January 21-22

Destination: Lodi, CA

Club/Organization: Girls Wrestling

What means of transportation: Rental Vans/Parents

Number of students participating: 15-20

Briefly describe the details of the trip (chaperone, lodging, etc.):

Girls Wrestling will be going to a tournament in Lodi, CA. They will be driven and chaperoned by coaches and parents. The team will be staying in a motel for the night(s) of the tournament.

**Eureka City Schools**  
**School-Sponsored Student/s Overnight Trip Checklist**

<b>Date Completed (dd/mm/yy)</b>	<b>Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel</b>	<b>Teacher/ Staff (initial)</b>	<b>Site Principal (initial)</b>
10/26/21	Principal establishes a process for approving a staff member's request to conduct a school-sponsored trip.	EG	JJ
10/26/21	Staff shall consider: <ul style="list-style-type: none"> <li>• Student safety;</li> <li>• Objectives of instruction;</li> <li>• Most effective use of instructional time;</li> <li>• Distance from school;</li> <li>• District and student expense;</li> <li>• Transportation requirements;</li> <li>• Supervision requirements.</li> </ul>	EG	JJ
10/26/21	Staff affirm that no student will be excluded from participation because of lack of sufficient funds (total cost per student and funding sources must be included).	EG	JJ
10/26/21	Staff notified parents and students that students are under jurisdiction of the district and subject to district and school rules and regulations.	EG	JJ
10/26/21	Staff hold parent information meeting for staff, chaperones, parents/guardians and students to discuss safety and importance of safety-related rules.	EG	JJ
10/26/21	Staff ensure adequate supervision reviewed by site administrator (adults/students ratio). List of chaperones must be provided to District Office, including designating if employee or parent/guardian. If a non-staff chaperone, chaperone must have been cleared through the District's volunteer process.	EG	JJ
10/26/21	During travel, staff will have school's first aid kit in his/her possession or immediately available.	EG	JJ

Date Completed (dd/mm/yy)	Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel	Teacher/ Staff (initial)	Site Principal (initial)
10/26/21	Staff obtains parent permission. If trip also involves water activities, specific permission for water activities must be obtained. If students will be in water, including motel pools, there must be a lifeguard at all times the students are in the water. Lifeguard can be a chaperone if they have the certification or one obtained through a local agency and the person has passed the agency requirements. Trip must not include activities identified as "hazardous" by our local JPA which includes but is not limited to rock climbing (walls) and/or zip lines.	EG	JJ
10/26/21	Transportation information must include how and who is transporting students. If by chartered bus, Director of Transportation must be notified.	EG	JJ
10/26/21	Parent permission letter for travel out-of-country obtained for each student (District Letter form letter).	N/A	N/A
10/26/21	Forms JPA 1 signed and on file at the school prior to departing on out-of-country school sponsored activity.	EG	JJ
10/26/21	Staff complete checklist form including requested information, and Board "Field Trip Request Form" and submit to Superintendent's Assistant a minimum of 10 days prior to the Board meeting in which approval is being requested. (Board meeting dates can be obtained by calling the Superintendent's Assistant or looking on the ECS website.)	EG	JJ
10/26/21	District shall provide or make available medical and/or hospital insurance for students injured while participating in any excursion.	EG	JJ
10/26/21	Students must have travel insurance for travel out of lower 48 states.	N/A	N/A
10/26/21	<b>Staff, students and parents have been notified that the District may cancel or postpone student travel at any time if the State Department/Homeland Security or Federal Government indicates such travel presents unreasonable risk.</b>	EG	JJ

APPROVED:

Site Principal: Jennifer Johnson

Date: 10/26/21

Teacher/Staff: Eric Giacone

Date: 10/26/21

Director of Personnel: \_\_\_\_\_

Date: \_\_\_\_\_

# Field Trip Request Form

(Overnight / Out-of-Town or State)

## CONSENT ITEM

### WHAT:

The Governing Board is asked to approve the following Field Trip:

Boys Wrestling trip to Ukiah, CA

WHY (briefly explain why approval is important; and, if applicable, how it is connected to the Site, District or Strategic Plan):

This will be a great experience for our student athletes

### HISTORY:



Annual Trip



First Year Attending



Other: \_\_\_\_\_

### HOW MUCH:

\$800 - rental vans

\$600 - fuel

\*\*\*

Name: Clint Hunter

Dates of Trip: January 28-29

Destination: Ukiah, CA

Club/Organization: Boys Wrestling

What means of transportation: Rental Vans/Parents

Number of students participating: 20-25

Briefly describe the details of the trip (chaperone, lodging, etc.):

Boys Wrestling will be going to a tournament in Ukiah, CA. They will be driven and chaperoned by coaches and parents. The team will be staying in a motel for the night(s) of the tournament.



**Eureka City Schools**  
**School-Sponsored Student/s Overnight Trip Checklist**

<b>Date Completed (dd/mm/yy)</b>	<b>Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel</b>	<b>Teacher/ Staff (initial)</b>	<b>Site Principal (initial)</b>
10/26/21	Principal establishes a process for approving a staff member's request to conduct a school-sponsored trip.	EG	JJ
10/26/21	Staff shall consider: <ul style="list-style-type: none"> <li>• Student safety;</li> <li>• Objectives of instruction;</li> <li>• Most effective use of instructional time;</li> <li>• Distance from school;</li> <li>• District and student expense;</li> <li>• Transportation requirements;</li> <li>• Supervision requirements.</li> </ul>	EG	JJ
10/26/21	Staff affirm that no student will be excluded from participation because of lack of sufficient funds (total cost per student and funding sources must be included).	EG	JJ
10/26/21	Staff notified parents and students that students are under jurisdiction of the district and subject to district and school rules and regulations.	EG	JJ
10/26/21	Staff hold parent information meeting for staff, chaperones, parents/guardians and students to discuss safety and importance of safety-related rules.	EG	JJ
10/26/21	Staff ensures adequate supervision reviewed by site administrator (adults/students ratio). List of chaperones must be provided to District Office, including designating if employee or parent/guardian. If a non-staff chaperone, chaperone must have been cleared through the District's volunteer process.	EG	JJ
10/26/21	During travel, staff will have school's first aid kit in his/her possession or immediately available.	EG	JJ

Date Completed (dd/mm/yy)	Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel	Teacher/ Staff (initial)	Site Principal (initial)
10/26/21	Staff obtains parent permission. If trip also involves water activities, specific permission for water activities must be obtained. If students will be in water, including motel pools, there must be a lifeguard at all times the students are in the water. Lifeguard can be a chaperone if they have the certification or one obtained through a local agency and the person has passed the agency requirements. Trip must not include activities identified as "hazardous" by our local JPA which includes but is not limited to rock climbing (walls) and/or zip lines.	EG	JJ
10/26/21	Transportation information must include how and who is transporting students. If by chartered bus, Director of Transportation must be notified.	EG	JJ
10/26/21	Parent permission letter for travel out-of-country obtained for each student (District Letter form letter).	N/A	N/A
10/26/21	Forms JPA 1 signed and on file at the school prior to departing on out-of-country school sponsored activity.	EG	JJ
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10/26/21	District shall provide or make available medical and/or hospital insurance for students injured while participating in any excursion.	EG	JJ
10/26/21	Students must have travel insurance for travel out of lower 48 states.	N/A	N/A
10/26/21	<b>Staff, students and parents have been notified that the District may cancel or postpone student travel at any time if the State Department/Homeland Security or Federal Government indicates such travel presents unreasonable risk.</b>	EG	JJ

APPROVED:

Site Principal: Jennifer Johnson

Date: 10/26/21

Teacher/Staff: Eric Giacone

Date: 10/26/21

Director of Personnel: \_\_\_\_\_

Date: \_\_\_\_\_

# Field Trip Request Form

(Overnight / Out-of-Town or State)

## CONSENT ITEM

### WHAT:

The Governing Board is asked to approve the following Field Trip:

Girls Wrestling trip to Windsor, CA

WHY (briefly explain why approval is important; and, if applicable, how it is connected to the Site, District or Strategic Plan):

This will be a great experience for our student athletes

### HISTORY:



Annual Trip



First Year Attending



Other: \_\_\_\_\_

### HOW MUCH:

\$800 - rental vans

\$600 - fuel

\$1,600 - motel

\*\*\*

Name: Cecil Wilson

Dates of Trip: January 29-29

Destination: Windsor, CA

Club/Organization: Girls Wrestling

What means of transportation: Rental Vans/Parents

Number of students participating: 15-20

Briefly describe the details of the trip (chaperone, lodging, etc.):

Girls Wrestling will be going to a tournament in Windsor, CA. They will be driven and chaperoned by coaches and parents. The team will be staying in a motel for the night(s) of the tournament.

**Eureka City Schools**  
**School-Sponsored Student/s Overnight Trip Checklist**

<b>Date Completed (dd/mm/yy)</b>	<b>Requests for Out-of-State, Out-of-Country or Overnight Travel Must Be Board Approved Prior to Travel</b>	<b>Teacher/ Staff (initial)</b>	<b>Site Principal (initial)</b>
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10/26/21	Staff affirm that no student will be excluded from participation because of lack of sufficient funds (total cost per student and funding sources must be included).	EG	JJ
10/26/21	Staff notified parents and students that students are under jurisdiction of the district and subject to district and school rules and regulations.	EG	JJ
10/26/21	Staff hold parent information meeting for staff, chaperones, parents/guardians and students to discuss safety and importance of safety-related rules.	EG	JJ
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10/26/21	During travel, staff will have school's first aid kit in his/her possession or immediately available.	EG	JJ

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10/26/21	Staff obtains parent permission. If trip also involves water activities, specific permission for water activities must be obtained. If students will be in water, including motel pools, there must be a lifeguard at all times the students are in the water. Lifeguard can be a chaperone if they have the certification or one obtained through a local agency and the person has passed the agency requirements. Trip must not include activities identified as "hazardous" by our local JPA which includes but is not limited to rock climbing (walls) and/or zip lines.	EG	JJ
10/26/21	Transportation information must include how and who is transporting students. If by chartered bus, Director of Transportation must be notified.	EG	JJ
10/26/21	Parent permission letter for travel out-of-country obtained for each student (District Letter form letter).	N/A	N/A
10/26/21	Forms JPA 1 signed and on file at the school prior to departing on out-of-country school sponsored activity.	EG	JJ
10/26/21	Staff complete checklist form including requested information, and Board "Field Trip Request Form" and submit to Superintendent's Assistant a minimum of 10 days prior to the Board meeting in which approval is being requested. (Board meeting dates can be obtained by calling the Superintendent's Assistant or looking on the ECS website.)	EG	JJ
10/26/21	District shall provide or make available medical and/or hospital insurance for students injured while participating in any excursion.	EG	JJ
10/26/21	Students must have travel insurance for travel out of lower 48 states.	N/A	N/A
10/26/21	<b>Staff, students and parents have been notified that the District may cancel or postpone student travel at any time if the State Department/Homeland Security or Federal Government indicates such travel presents unreasonable risk.</b>	EG	JJ

APPROVED:

Site Principal: Jennifer Johnson

Date: 10/26/21

Teacher/Staff: Eric Giacone

Date: 10/26/21

Director of Personnel: \_\_\_\_\_

Date: \_\_\_\_\_

*Eureka City Schools Board of Education*

**AGENDA ITEM**

Agenda Title: Approval of Policy Updates from CSBA - June 2021

Meeting Date: November 18, 2021

Item: Consent

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is being asked to adopt the policy updates from CSBA -June 2021.

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

From time to time, relatively minor changes occur that affect the text of CSBA sample board policies, administrative regulations, and board bylaws but do not warrant reissuing the entire sample because the changes are limited. It is recommended that districts review the revisions and incorporate them in district materials as appropriate. Although the revisions are minor, the district should still use its normal adoption process to adopt the board policies, administrative regulations, and/or board bylaws affected by these revisions. The following Board Policies, Administrative Regulations and Board Bylaws have various changes due to changes in laws, new laws, court decisions, and clarification.

**STRATEGIC PLAN/PRIORITY AREA:**

Governance and Policy updating is not reflected in the Strategic Plan Priority Area

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

This is the 2nd reading of these policies. The 1st reading occurred on October 28, 2021.

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

There is no revenue or expense related to this agenda item.

**WHO** *(list the name of the contact person(s), job title, and site location)*

Fred Van Vleck, Ed.D., Superintendent

**ATTACHMENTS:**

## Description

- Final - June 2021 CSBA Policies & Checklist

# CSBA MANUAL MAINTENANCE SERVICE CHECKLIST – June 2021

District Name: Eureka City Schools

Contact Name: Micalyn Harris

Phone: (707) 441-2414

[harrismicalyn@eurekacityschools.org](mailto:harrismicalyn@eurekacityschools.org)

<b>POLICY</b>	<b>TITLE</b>	<b>OPTIONS/BLANKS</b>	<b>ADOPT DATE</b>
AR 1312.3	Uniform Complaint Procedures		11/18/21
BP 1313	Civility		11/18/21
BP 3511.1	Integrated Waste Management		11/18/21
AR 3511.1	Integrated Waste Management		11/18/21
BP 3515.31	School Resource Officers		11/18/21
BP 4112.42 4212.42 4312.42	Drug and Alcohol Testing for School Bus Drivers		11/18/21
AR 4112.42 4212.42 4312.42	Drug and Alcohol Testing for School Bus Drivers		11/18/21
BP 4141 4241	Collective Bargaining Agreement		11/18/21
BP 4158 4258 4358	Employee Security		11/18/21
AR 4158 4258 4358	Employee Security		11/18/21
BP 5141.4	Child Abuse Prevention and Reporting		11/18/21
AR 5141.4	Child Abuse Prevention and Reporting		11/18/21
BP 5141.52	Suicide Prevention		11/18/21
AR 5141.52	Suicide Prevention		11/18/21
BP 5142.2	Safe Routes to School Program		11/18/21
AR 5142.2	Safe Routes to School Program		11/18/21



## CSBA MANUAL MAINTENANCE SERVICE CHECKLIST – June 2021

District Name: Eureka City Schools

<b>POLICY</b>	<b>TITLE</b>	<b>OPTIONS/BLANKS</b>	<b>ADOPT DATE</b>
BP 5145.12	Search and Seizure		11/18/21
BP 5145.9	Hate-Motivated Behavior		11/18/21
BP 5148	Child Care and Development		11/18/21
AR 5148	Child Care and Development		11/18/21
BP 6142.5	Environmental Education		11/18/21
AR 6162.51	State Academic Achievement Tests		11/18/21
BP 7211	Developer Fees		11/18/21
AR 7211	Developer Fees		11/18/21

**UNIFORM COMPLAINT PROCEDURES**

Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in the accompanying Board policy.

*(cf. 1312.1 - Complaints Concerning District Employees)*  
*(cf. 1312.2 - Complaints Concerning Instructional Materials)*  
*(cf. 1312.4 - Williams Uniform Complaint Procedures)*  
*(cf. 4030 - Nondiscrimination in Employment)*

**Compliance Officers**

The district designates the individual(s), position(s), or unit(s) identified below as responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment responsible for handling complaints regarding unlawful discrimination, harassment, intimidation, or bullying and in AR 5145.7 - Sexual Harassment for handling complaints regarding sexual harassment. The compliance officer(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

*(cf. 5145.3 - Nondiscrimination/Harassment)*  
*(cf. 5145.7 - Sexual Harassment)*  
*(cf. 5145.71 - Title IX Sexual Harassment Complaints Procedures)*

Assistant Superintendent of Educational Services  
2100 J Street  
Eureka, CA 95501  
(707) 441-3363

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

**UNIFORM COMPLAINT PROCEDURES** (continued)

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program; applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination, harassment, intimidation, or bullying; applicable standards for reaching decisions on complaints; and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

*(cf. 4331 - Staff Development)*

*(cf. 9124 - Attorney)*

The compliance officer or, if necessary, an appropriate administrator shall determine whether interim measures are necessary during an investigation and while the result is pending. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

**Notifications**

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

In addition, the Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

*(cf. 0420 - School Plans/Site Councils)*

*(cf. 1220 - Citizen Advisory Committees)*

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

*(cf. 5145.6 - Parental Notifications)*

The notice shall include:

1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group, and a list of all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy

**UNIFORM COMPLAINT PROCEDURES** (continued)

2. The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such persons will be knowledgeable about the laws and programs that they are assigned to investigate
3. A statement that a UCP complaint, except a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed no later than one year from the date the alleged violation occurred
4. A statement that a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying must be filed no later than six months from the date of the alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct
5. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities
6. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint

*(cf. 0460 - Local Control and Accountability Plan)*  
*(cf. 3260 - Fees and Charges)*

7. A statement that the district will post a standardized notice of the educational rights of foster youth, homeless students, former juvenile court school students now enrolled in the district, children of military families, migrant students, and immigrant students enrolled in a newcomer program, as specified in Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process

*(cf. 6173 - Education for Homeless Children)*  
*(cf. 6173.1 - Education for Foster Youth)*  
*(cf. 6173.2 - Education of Children of Military Families)*  
*(cf. 6173.3 - Education for Juvenile Court School Students)*  
*(cf. 6175 - Migrant Education Program)*

8. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant

## **UNIFORM COMPLAINT PROCEDURES** (continued)

9. A statement that, for programs within the scope of the UCP as specified in the accompanying Board policy, the complainant has a right to appeal the district's investigation report to the California Department of Education (CDE) by filing a written appeal, including a copy of the original complaint and the district's decision, within 30 calendar days of receiving the district's decision
10. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal laws prohibiting discrimination, harassment, intimidation, or bullying, if applicable
11. A statement that copies of the district's UCP are available free of charge

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district-supported social media, if available.

*(cf. 1113 - District and School Web Sites)*  
*(cf. 1114 - District-Sponsored Social Media)*

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's UCP policy, regulation, forms, and notices shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

### **Filing of Complaints**

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

**UNIFORM COMPLAINT PROCEDURES** (continued)

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy may be filed by any individual, public agency, or organization. (5 CCR 4630)
2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee.
3. A UCP complaint, except for a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying, shall be filed no later than one year from the date the alleged violation occurred. For complaints related to the LCAP, the date of the alleged violation is the date when the County Superintendent of Schools approves the LCAP that was adopted by the Board. (5 CCR 4630)
4. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. (5 CCR 4630)
5. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)
6. When a complaint alleging unlawful discrimination, harassment, intimidation, or bullying is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.
7. When a complainant of unlawful discrimination, harassment, intimidation, or bullying or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the district's ability to investigate the conduct or take other necessary action. When

## **UNIFORM COMPLAINT PROCEDURES (continued)**

honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

### **Mediation**

Within three business days after receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation to resolve the complaint. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination, harassment, intimidation, or bullying, the compliance officer shall ensure that all parties agree to permit the mediator access to all relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with an investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

### **Investigation of Complaint**

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant's representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any

## **UNIFORM COMPLAINT PROCEDURES (continued)**

additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform the parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination, harassment, intimidation, or bullying, the compliance officer shall interview the alleged victim(s), any alleged offender(s), and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Refusal by the district to provide the investigator with access to records and/or information related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

### **Timeline for Investigation Report**

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written investigation report, as described in the section "Investigation Report" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

For any complaint alleging unlawful discrimination, harassment, intimidation, and bullying, the respondent shall be informed of any extension of the timeline agreed to by the complainant. The respondent also shall be sent the investigation report at the same time it is provided to the complainant.



## **UNIFORM COMPLAINT PROCEDURES** (continued)

### **Investigation Report**

For all complaints, the district's investigation report shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered
2. A conclusion providing a clear determination for each allegation as to whether the district is in compliance with the relevant law
3. Corrective action(s) whenever the district finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600
4. Notice of the complainant's right to appeal the district's investigation report to CDE, except when the district has used the UCP to address a complaint not specified in 5 CCR 4610
5. Procedures to be followed for initiating an appeal to CDE

The investigation report may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

**UNIFORM COMPLAINT PROCEDURES** (continued)

In consultation with district legal counsel, information about the relevant part of an investigation report may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the investigation report or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination, harassment, intimidation, and bullying, notice of the investigation report to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

For complaints alleging unlawful discrimination, harassment, intimidation, and bullying based on state law, the investigation report shall also include a notice to the complainant that:

1. The complainant may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)
2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at [www.ed.gov/ocr](http://www.ed.gov/ocr) within 180 days of the alleged discrimination.

**Corrective Actions**

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

*(cf. 5137 - Positive School Climate)*

For complaints involving retaliation or unlawful discrimination, harassment, intimidation, or bullying, appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling

**UNIFORM COMPLAINT PROCEDURES** (continued)

*(cf. 6164.2 - Guidance/Counseling Services)*

2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

For complaints of retaliation or unlawful discrimination, harassment, intimidation, or bullying involving a student as the respondent, appropriate corrective actions that may be provided to the student include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team

*(cf. 6164.5 - Student Success Teams)*

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

7. Disciplinary action, such as suspension or expulsion, as permitted by law

*(cf. 5144 - Discipline)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

## **UNIFORM COMPLAINT PROCEDURES (continued)**

When an employee is found to have committed retaliation or unlawful discrimination, harassment, intimidation, or bullying, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

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

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination, harassment, intimidation, or bullying, that the district does not tolerate it, and how to report and respond to it.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

However, if a complaint alleging noncompliance with the law regarding student fees, deposits, and other charges, physical education instructional minutes, courses without educational content, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51222, 51223, 51228.3, 52075)

For complaints alleging noncompliance with the law regarding student fees, the district, by engaging in reasonable efforts, shall attempt in good faith to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

### **Appeals to the California Department of Education**

Any complainant who is dissatisfied with the district's investigation report on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 30 calendar days of receiving the district's investigation report. (5 CCR 4632)

The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's investigation report for that complaint. The complainant shall specify and explain the basis for the appeal, including at least one of the following: (5 CCR 4632)

1. The district failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, the district's investigation report lacks material findings of fact necessary to reach a conclusion of law.

**UNIFORM COMPLAINT PROCEDURES** (continued)

3. The material findings of fact in the district's investigation report are not supported by substantial evidence.
4. The legal conclusion in the district's investigation report is inconsistent with the law.
5. In a case in which the district found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by CDE that the district's investigation report has been appealed, the Superintendent or designee shall forward the following documents to CDE within 10 days of the date of notification: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the district's investigation report
3. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
4. A report of any action taken to resolve the complaint
5. A copy of the district's UCP
6. Other relevant information requested by CDE

If notified by CDE that the district's investigation report failed to address allegation(s) raised by the complaint, the district shall, within 20 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report. (5 CCR 4632)

**Health and Safety Complaints in License-Exempt Preschool Programs**

Any complaint regarding health or safety issues in a license-exempt CSPP program shall be addressed through the procedures described in 5 CCR 4690-4694.

In order to identify appropriate subjects of CSPP health and safety issues pursuant to Health and Safety Code 1596.7925, a notice shall be posted in each license-exempt CSPP classroom in the district notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to obtain a form to file any complaint

## **UNIFORM COMPLAINT PROCEDURES** (continued)

alleging noncompliance with those requirements. For this purpose, the Superintendent or designee may download and post a notice available from the CDE web site. (Education Code 8235.5; 5 CCR 4691)

The district's annual UCP notification distributed pursuant to 5 CCR 4622 shall clearly indicate which of its CSPP programs are operating as exempt from licensing and which CSPP programs are operating pursuant to requirements under Title 22 of the Code of Regulations. (5 CCR 4691)

Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint, contain a space to indicate whether the complainant desires a response to the complaint, and allow a complainant to add as much text as desired to explain the complaint. (Education Code 8235.5; 5 CCR 4690)

If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. The preschool administrator or the Superintendent or designee shall make all reasonable efforts to investigate any complaint within their authority. (Education Code 8235.5; 5 CCR 4692)

Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code 8235.5; 5 CCR 4692)

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall, within 45 working days of the initial filing of the complaint, report the resolution of the complaint to the complainant and CDE's assigned field consultant. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 8235.5; 5 CCR 4692)

If a complaint regarding health or safety issues in a license-exempt CSPP program involves a limited-English-proficient student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

**UNIFORM COMPLAINT PROCEDURES** (continued)

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled meeting and, within 30 days of the date of the written report, may file a written appeal of the district's decision to the Superintendent of Public Instruction in accordance with 5 CCR 4632. (Education Code 8235.5; 5 CCR 4693, 4694)

All complaints and responses are public records. (5 CCR 4690)

*(cf. 1340 - Access to District Records)*

On a quarterly basis, the Superintendent or designee shall report summarized data on the nature and resolution of all CSPP health and safety complaints, including the number of complaints by general subject area with the number of resolved and unresolved complaints, to the Board at a regularly scheduled Board meeting and to the County Superintendent of Schools. (5 CCR 4693)

Regulation  
approved:

CSBA MANUAL MAINTENANCE SERVICE  
June 2021

**CIVILITY**

The Governing Board recognizes the impact that civility has on the effective operation of the district, including its role in creating a safe and positive school climate and enabling a focus on student well-being, learning, and achievement. The Board believes that each person should be treated with dignity and respect in their interactions within the school community.

*(cf. 0415 - Equity)*

*(cf. 5137 - Positive School Climate)*

The Board understands that the First Amendment provides strong protection for speech. However, the Board expects that all speech and expression will comport with norms of civil behavior on district grounds, in district facilities, during district activities or events, and in the use of district electronic/digital systems and platforms.

*(cf. 5145.2 - Freedom of Speech/Expression)*

*(cf. 9323 - Meeting Conduct)*

Civil behavior is polite, courteous, and reasonable behavior which is respectful to others and includes integrity, honesty, acceptance, timeliness, dependability, observance of laws and rules, and effective communication.

The Board and district staff shall model civil behavior as an example of behavior that is expected throughout the district. Practices that promote civil behavior include actively listening, giving full attention to the speaker, and refraining from interruptions; welcoming and encouraging participation, input, and feedback through stakeholder engagement; promptly responding to concerns; and embracing varying and diverse viewpoints. Such practices may be incorporated into governance standards adopted by the Board or Superintendent and/or professional standards or codes of conduct for employees as specified in district policies and regulations.

*(cf. 2111 - Superintendent Governance Standards)*

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

*(cf. 6164.2 - Guidance/Counseling Services)*

*(cf. 9005 - Governance Standards)*

Students, staff, parents/guardians, and community members should be educated in the recognition, development, and demonstration of civil behavior. The Superintendent or designee may incorporate related concepts in the curriculum, provide staff development activities, and/or communicate this policy to the school community.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

Students, staff, parents/guardians, and community members shall not communicate or behave in a manner that causes disruption; hinders the orderly conduct of district operations, the



**CIVILITY** (continued)

educational program, or any other district program or activity; or creates an unsafe learning or working environment. The Superintendent or designee may respond to disruptive, violent, or threatening behavior in accordance with law and as specified in BP/AR 3515.2 - Disruptions.

*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 1250 - Visitors/Outsiders)*  
*(cf. 3515.2 - Disruptions)*  
*(cf. 3515.4 - Recovery for Property Loss or Damage)*  
*(cf. 3515.7 - Firearms on School Grounds)*  
*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*  
*(cf. 3516.2 - Bomb Threats)*  
*(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)*  
*(cf. 4158/4258/4358 - Employee Security)*  
*(cf. 5131.4 - Student Disturbances)*  
*(cf. 5131.5 - Vandalism and Graffiti)*  
*(cf. 5131.7 - Weapons and Dangerous Instruments)*  
*(cf. 5138 - Conflict Resolution/Peer Mediation)*

Behavior by students or staff that is discriminatory, harassing, or intimidating, including sexual harassment, bullying, and/or hate violence, or behavior that is in any other way unlawful, is prohibited and is subject to discipline in accordance with law and as specified in district policy and regulations.

*(cf. 1312.1 - Complaints Concerning District Employees)*  
*(cf. 1312.3 - Uniform Complaint Procedures)*  
*(cf. 4030 - Nondiscrimination in Employment)*  
*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*  
*(cf. 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures)*  
*(cf. 5131 - Conduct)*  
*(cf. 5131.2 - Bullying)*  
*(cf. 5144 - Discipline)*  
*(cf. 5144.1 - Suspension and Expulsion/Due Process)*  
*(cf. 5145.3 - Nondiscrimination/Harassment)*  
*(cf. 5145.7 - Sexual Harassment)*  
*(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)*  
*(cf. 5145.9 - Hate-Motivated Behavior)*

*Legal Reference: (see next page)*

## **CIVILITY (continued)**

### *Legal Reference:*

#### EDUCATION CODE

200-262.4 Educational equity

32210 Willful disturbance of public school or meeting

32211 Threatened disruption or interference with classes

32212 Classroom interruptions

32280-32289.5 School safety plans

35181 Governing board authority to set policy on responsibilities of students

35291-35291.5 Rules

44050 Employee code of conduct; interaction with students

44807 Teachers' duty concerning conduct of students

44810 Willful interference with classroom conduct

44811 Disruption of classwork or extracurricular activities

48900-48926 Suspension and expulsion, especially:

48907 Exercise of free expression; rules and regulations

48950 Speech and other communication

49330-49335 Injurious objects

#### CIVIL CODE

51.7 Freedom from violence or intimidation

#### GOVERNMENT CODE

54954.3 Opportunity for public to address legislative body; regulations

54957.9 Disorderly conduct of general public during meeting; clearing of room

#### PENAL CODE

243.5 Assault or battery on school property

415.5 Disturbance of peace of school

422.55 Definition of hate crime

422.6 Civil rights; crimes

626-626.11 School crimes

627-627.10 Access to school premises

653b Loitering about schools or public places

653.2 Electronic communication devices; threats to safety

#### CALIFORNIA CONSTITUTION

Article 1, Section 2 Freedom of speech and expression

Article 1, Section 28 Right to safe schools

#### U.S. CONSTITUTION

Amendment 1, Freedom of speech and expression

#### COURT DECISIONS

City of San Jose v. Garbett (2010) 190 Cal.App.4th 526

Norse v. City of Santa Cruz (9th Cir. 2010) 629 F.3d 966

Baca v. Moreno Valley Unified School District (1996) 936 F.Supp. 719

Hazelwood School District v. Kuhlmeier (1988) 484 U.S. 260

*Management Resources: (see next page)*

## **CIVILITY** (continued)

### *Management Resources:*

#### CSBA PUBLICATIONS

##### Superintendent Governance Standards

Professional Governance Standards for School Boards, June 2019

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California's Social and Emotional Learning: Guiding Principles, 2018

Social and Emotional Learning in California: A Guide to Resources, October 2018

#### COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Professional Standards for Education Leaders (CPSEL), February 2014

#### NATIONAL POLICY BOARD FOR EDUCATIONAL ADMINISTRATION

Professional Standards for Educational Leaders, October 2015

#### WEB SITES

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

California Department of Education: <https://www.cde.ca.gov>

California Office of the Attorney General: <https://oag.ca.gov>

Center for Safe and Responsible Internet Use: <https://www.ewa.org/organization/center-safe-and-responsible-internet-use>

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

National Council for the Social Studies Connected: <https://connected.socialstudies.org>

National Policy Board for Educational Administration: <https://www.npbea.org>

National School Safety Center: <http://www.schoolsafety.us>

U.S. Department of Education: <https://www.ed.gov>

U.S. Equal Employment Opportunity Commission: <https://www.eeoc.gov>

**INTEGRATED WASTE MANAGEMENT**

The Governing Board believes that the conservation of water, energy, and other natural resources, the protection of the environment, and the implementation of an effective waste diversion program are connected to the district's educational mission and are essential to the health and well-being of the community. The Superintendent or designee shall develop and implement a cost-effective, integrated waste management program that incorporates the principles of green school operations.

*(cf. 0100 - Philosophy)*  
*(cf. 3510 - Green School Operations)*  
*(cf. 3511 - Energy and Water Management)*  
*(cf. 3514 - Environmental Safety)*  
*(cf. 3514.2 - Integrated Pest Management)*

The district's integrated waste management program shall include strategies designed to promote waste management practices of source reduction, recycling, and composting to help the district reduce and recycle solid and organic waste, properly dispose of potentially hazardous materials, improve efficiency in the use of natural resources, and minimize the impact of such use on the environment. The program shall address all areas of the district's operations, including, but not limited to, procurement, resource utilization, and facilities management practices.

*(cf. 3300 - Expenditures and Purchases)*  
*(cf. 3517 - Facilities Inspection)*

The Superintendent or designee may collaborate with city, county, and state agencies and other public or private agencies in developing and implementing the district's integrated waste management program.

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*  
*(cf. 7131 - Relations with Local Agencies)*

The Superintendent or designee shall make every effort to identify funding opportunities for the district's integrated waste management program, including applying for available grants or other cost-reduction incentives.

The Superintendent or designee may provide appropriate educational and training opportunities to students and staff regarding the benefits and methods of conserving natural resources and the manner in which integrated waste management strategies impact such efforts.

*(cf. 4131 - Staff Development)*  
*(cf. 4231 - Staff Development)*  
*(cf. 4331 - Staff Development)*  
*(cf. 6142.5 - Environmental Education)*  
*(cf. 6142.93 - Science Instruction)*

## **INTEGRATED WASTE MANAGEMENT (continued)**

The Superintendent or designee shall regularly monitor all aspects of the district's integrated waste management program and shall provide an update to the Board on its effectiveness as necessary.

### *Legal Reference:*

#### **EDUCATION CODE**

*17070.96 Leroy F. Greene School Facilities Act of 1996, consideration of high performance standards*

*17072.35 New construction grants; use for designs and materials for high performance schools*

*32370-32376 Recycling paper*

*33541 Environmental education*

#### **PUBLIC RESOURCES CODE**

*25410-25422 Energy conservation assistance*

*40050-40063 Integrated waste management*

*41780-41786 Waste diversion*

*42620-42622 Source reduction and recycling programs*

*42630-42647 School site source reduction and recycling*

*42649-42649.7 Recycling of commercial solid waste*

*42649.8-42649.87 Recycling of organic waste*

### *Management Resources:*

#### **CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY PUBLICATIONS**

*Frequently Asked Questions*

*Recycling and Organics Recycling Guide for Schools Poster*

*Where to Put It: Recycling, Composting, and Trash Bin Signage*

#### **WEB SITES**

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

*California Department of Resources Recycling and Recovery:*

*<https://www.calrecycle.ca.gov/Recycle/Schools>*

*California Division of State Architect: <http://www.dgs.ca.gov/dsa>*

*California Energy Commission: <http://www.energy.ca.gov>*

*California Environmental Protection Agency: <http://www.calepa.ca.gov>*

*U.S. Environmental Protection Agency: <http://www.epa.gov>*

**INTEGRATED WASTE MANAGEMENT**

For all applicable areas of district operations, the Superintendent or designee shall design an integrated waste management program that minimizes the generation of waste, encourages the recovery and diversion of reusable materials from the waste stream, improves efficiency in the utilization of natural and material resources, and protects the environment. The program shall implement measures and/or practices to:

1. Reduce the consumption of disposable materials, increase the composting of organic materials, and fully utilize all materials prior to disposal

*(cf. 3510 - Green School Operations)*

2. Recycle materials such as paper, glass, plastic, and aluminum
3. Prefer recycled, biodegradable, and other environmentally preferable products when procuring materials for use in district schools and buildings or contracting for the construction or modernization of any district building

*(cf. 3300 - Expenditures and Purchases)*

*(cf. 3311 - Bids)*

*(cf. 3312 - Contracts)*

*(cf. 7110 - Facilities Master Plan)*

4. Work with city, county, or other government agencies to locate markets for the district's reusable and recyclable materials

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

*(cf. 7131 - Relations with Local Agencies)*

5. Minimize the use of nonbiodegradable materials and work with vendors and contractors to use packaging and delivery materials that generate less waste

**Recycling**

Any school site or district facility which generates four or more cubic yards of solid waste per week shall take at least one of the following actions: (Public Resources Code 42649.1, 42649.2)

1. Source separate recyclable materials from solid waste and subscribe to a basic level of recycling service that includes collection, self-hauling, or other arrangements for the pickup of the recyclable materials
2. Subscribe to a recycling service which may include mixed waste processing that yields diversion results comparable to source separation

**INTEGRATED WASTE MANAGEMENT** (continued)

Any school site or district facility which generates two or more cubic yards per week of solid waste, recyclables, and organics shall arrange for recycling services specifically for organic waste, including food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste. Such facilities shall take at least one of the following actions: (Public Resources Code 42649.8, 42649.81-42649.82, 42649.84)

1. Source separate organic waste from other waste and subscribe to a basic level of organic waste recycling service that includes collection and recycling of organic waste
2. Recycle organic waste onsite or self-haul organic waste for recycling
3. Subscribe to an organic waste recycling service that may include mixed waste processing that specifically recycles organic waste
4. Make other arrangements to sell or donate recyclable organic waste materials

Any school site or district facility that meets the above thresholds for solid or organic waste shall place a recycling bin or container for solid or organic waste, as applicable, in areas where food or other materials are purchased at the facility for immediate consumption. The recycling bin or container shall be: (Public Resources Code 42649.2, 42649.81)

1. Adjacent to each bin or container for nonrecyclable trash, except in restrooms
2. Visible and easily accessible
3. Clearly marked with educational signage indicating appropriate items to be placed in the recycling bin or container in accordance with state law and the local jurisdiction's waste ordinances and practices

**SCHOOL RESOURCE OFFICERS**

The Governing Board is committed to protecting the safety of students and staff and the security of district property. The district shall develop a multi-tiered approach focused on the prevention of school violence and crime and the development of a positive school culture, which may include providing mental health services and other student support services, implementing restorative justice practices, implementing professional development addressing cultural competency, and employing and/or contracting with a law enforcement agency to provide school resource officers (SROs) on school campuses and/or school activities.

In order to reduce unnecessary law enforcement interactions with students, the Superintendent or designee may provide training to school staff regarding the role of SROs and the appropriate circumstances for contacting such officers.

*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 1250 - Visitors/Outsiders)*  
*(cf. 3515 - Campus Security)*  
*(cf. 3515.2 - Disruptions)*  
*(cf. 3515.3 - District Police/Security Department)*  
*(cf. 3515.5 - Sex Offender Notification)*  
*(cf. 3515.7 - Firearms on School Grounds)*  
*(cf. 3516.2 - Bomb Threats)*  
*(cf. 4158/4258/4358 - Employee Security)*  
*(cf. 5131.4 - Student Disturbances)*  
*(cf. 5131.5 - Vandalism and Graffiti)*  
*(cf. 5131.6 - Alcohol and Other Drugs)*  
*(cf. 5131.7 - Weapons and Dangerous Instruments)*  
*(cf. 5136 - Gangs)*  
*(cf. 5141.5 - Mental Health)*  
*(cf. 5142.1 - Identification and Reporting of Missing Children)*  
*(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)*  
*(cf. 5145.12 - Search and Seizure)*

The Board shall approve a memorandum of understanding (MOU) with the local law enforcement agency which includes, at a minimum:

1. The purpose of the agreement
2. A clear definition of the roles and responsibilities of the district, school site, law enforcement agency, and SROs, including responsibility for supervision of the SRO
3. The extent to which information will be shared between the district and law enforcement agency consistent with state and federal laws
4. Requirements for qualifications and training of SROs
5. Assigned hours of SRO duty in and around schools



## **SCHOOL RESOURCE OFFICERS** (continued)

### **6. Performance monitoring**

The Board may expand on the above requirements to include more specific terms, such as acknowledgement of nondiscrimination requirements, training focused on eliminating disproportionalities in SRO contacts with students, and staffing of an SRO position when the assigned SRO is on leave.

### **Duties**

SROs are duly sworn peace officers who are authorized to carry out their duties pursuant to state law.

Job duties of the SRO shall not include the handling of student code of conduct violations or routine student disciplinary matters that should be addressed by school administrators, or conduct that would be better addressed by mental health professionals.

*(cf. 5144 - Discipline)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

SROs shall be expected to collaborate with district staff in problem solving and, when circumstances warrant intervention with students, to use positive and restorative approaches in accordance with Penal Code 13651. SROs shall use tactics such as de-escalation techniques to mitigate the use of force in an educational setting and shall strictly adhere to the policy on minimum use of force pursuant to Government Code 7286.

When approved by the Superintendent or designee, an SRO may provide classroom presentations and/or parent/guardian education pertaining to safety issues and may link students, parents/guardians, and staff with resources and services.

### **Qualifications of Officers**

Prior to beginning their assignment when possible, SROs shall complete specialized training in school policing, the unique experiences of the diverse populations within the school community, and the law enforcement agency's use of force policy.

### **Nondiscrimination**

SROs shall not discriminate against or treat any person differently on the basis race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

## **SCHOOL RESOURCE OFFICERS** (continued)

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

*(cf. 0415 - Equity)*

The Superintendent or designee shall periodically report to the Board disaggregated data on student interactions with SROs to evaluate the appropriateness of such interactions and ensure compliance with the prohibition against nondiscrimination. Such reports may include the number of arrests and referrals for prosecution, the number of reports provided to the school or district regarding student misconduct, or other actions taken by SROs with respect to individual students or others on campus.

As necessary, the Superintendent or designee shall develop and implement practices to prevent disproportionality of student interactions with SROs based on student characteristics and to minimize the potential for referrals of students into the juvenile justice system.

### **Access to Records**

SROs shall not release student information to another person, agency, or organization, without written permission from the parent/guardian or adult student, unless specifically allowed or required by state or federal law. (Education Code 49076; 34 CFR 99.1)

SROs shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and/or federal law. (Education Code 234.7)

*(cf. 5145.13 - Response to Immigration Enforcement)*

*Legal Reference: (see next page)*

## **SCHOOL RESOURCE OFFICERS (continued)**

### *Legal Reference:*

#### EDUCATION CODE

234.7 *Student protections relating to immigration and citizenship status*

#### GOVERNMENT CODE

3300-3312 *Public safety officers, rights and protections*

7286-7286.5 *Law enforcement use of force policies*

8597-8598 *Peace officers*

12525.2 *Reports of incidents involving peace officers*

#### PENAL CODE

290.45 *Sex offenders; authority of peace officers*

626.9 *Gun Free School Zone Act*

646.91 *Emergency protective order for stalking*

830-832.9 *Peace officers*

13510-13519.10 *Standards for recruitment and training*

13651 *Peace officers, job descriptions*

#### UNITED STATES CODE, TITLE 34

10389 *Public safety and community policing; definitions*

### *Management Resources:*

#### COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING PUBLICATIONS

*POST Use of Force Standards and Guidelines, November 2020*

#### NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS PUBLICATIONS

*Standards and Best Practices for School Resource Officers*

*To Protect and Educate: The School Resource Officer and the Prevention of Violence in Schools, 2012*

#### U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

*Guiding Principles: A Resource Guide for Improving School Climate and Discipline, 2014*

#### U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

*School Resource Officers and School-Based Policing, Fact Sheet, 2019*

*Memorandum of Understanding Fact Sheet, 2017*

*Violence Prevention in Schools: Enhancement Through Law Enforcement Partnerships, 2017*

*Assigning Police Officers to Schools, 2013*

#### WEB SITES

California Attorney General's Office: <http://www.oag.ca.gov>

California Department of Education, Safe Schools: <http://www.cde.ca.gov/ls/ss>

California School Resource Officers' Association: <https://csroa.org>

Commission on Peace Officer Standards and Training: <http://www.post.ca.gov>

National Association of School Resource Officers: <http://www.nasro.org>

U.S. Department of Justice, Office of Community Oriented Policing Services:

<https://cops.usdoj.gov/supportingsafeschools>

## **All Personnel**

BP 4112.42(a)

4212.42

## **DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS**

4312.42

The Governing Board desires to ensure that district-provided transportation is safe for students, staff, and the public. To that end, the Superintendent or designee shall establish a drug and alcohol testing program designed to prevent the operation of buses or the performance of other safety-sensitive functions by a driver who is under the influence of drugs or alcohol, including a driver of a school bus, student activity bus, or other school transportation vehicle or any other employee who holds a commercial driver's license which is necessary to perform duties related to district employment.

*(cf. 3540 - Transportation)*

*(cf. 3542 - School Bus Drivers)*

*(cf. 3543 - Transportation Safety and Emergencies)*

*(cf. 4020 - Drug and Alcohol-Free Workplace)*

*(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)*

A driver shall not report for duty or remain on duty when the driver has used any drug listed in 21 CFR 1308.11. A driver is also prohibited from reporting for duty or remaining on duty when the driver has used any drug listed in 21 CFR 1308.12-1308.15, unless the driver is using the drug under the direction of a physician who has advised the driver that the substance will not adversely affect the driver's ability to safely operate a bus. (49 CFR 382.213)

In addition, a driver shall not consume alcohol while on duty and/or performing safety-sensitive functions, or for four hours prior to on-duty time. (49 CFR 382.205, 382.207)

Drivers shall submit to drug and alcohol testing as required under federal law and specified in the accompanying administrative regulation. The district's testing program for drivers shall include pre-employment drug testing and reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing of drivers. (49 USC 31306; 49 CFR 382.301-382.311)

The Board shall contract for testing services upon verifying that the personnel are appropriately qualified and/or certified and that testing procedures conform to federal regulations.

Except as otherwise provided by law, the Superintendent or designee shall not release individual test results or medical information about a driver to a third party without the driver's specific written consent. (49 CFR 40.321)

### **Consequences Based on Test Results**

No driver shall be temporarily removed from the performance of safety-sensitive functions based only on a laboratory report of a confirmed positive test for a drug or drug metabolite before the certified medical review officer has completed verification of the test results, unless the district has obtained a waiver from the Federal Motor Carrier Safety Administration. (49 CFR 40.3, 40.21, 382.107, 382.119)

## **DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS** (continued)

Any driver for whom the district receives a verified positive drug test result or who is found to have a blood alcohol concentration of 0.04 or higher shall be immediately removed from performing safety-sensitive functions in accordance with 49 CFR 40.23 and 382.211. An alcohol concentration between 0.02 and 0.04 requires temporary removal of the bus driver for a 24-hour period following the test. Any driver who refuses to take a required drug or alcohol test shall not be permitted to perform or continue to perform safety-sensitive functions. (49 CFR 40.23, 382.211)

Not later than five days after receiving notification of the test result or refusal to comply, the Superintendent or designee shall report any refusal, failure to comply, or positive test result to the California Department of Motor Vehicles (DMV) using a form approved by the DMV. (Vehicle Code 13376)

A driver who has violated federal drug and alcohol regulations may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the district's collective bargaining agreement.

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

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

Any driver provided with an opportunity to return to a safety-sensitive duty following a violation shall be evaluated by a qualified substance abuse professional and complete the evaluation recommendations before returning to such duty. (49 CFR 40.289)

If the substance abuse professional recommends that further and ongoing services are needed to assist the driver to maintain sobriety or abstinence from drug use, the Superintendent or designee shall require the driver to participate in the recommended services as part of a return-to-duty agreement and shall monitor the driver's compliance. Any drop from a rehabilitation or return-to-duty program or a subsequent positive test result shall be reported to the DMV. (Vehicle Code 13376; 49 CFR 40.285, 40.287, 40.303, 382.605)

*(cf. 4159/4259/4359 - Employee Assistance Programs)*

*(cf. 4161/4261/4361 - Leaves)*

*(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)*

*(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)*

*(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)*

*(cf. 4261.1 - Personal Illness/Injury Leave)*

### **Voluntary Self-Identification**

Whenever a driver admits to alcohol or drug misuse under the district's voluntary self-identification program, the Superintendent or designee shall ensure all of the following: (49 CFR 382.121)

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS** (continued)

1. No adverse action shall be taken against the driver by the district.
2. The driver shall be allowed sufficient opportunity to seek evaluation, education, or treatment to establish control over the drug or alcohol problem.
3. The driver shall be permitted to participate in safety-sensitive functions only after:
  - a. Successfully completing an education or treatment program, as determined by a drug and alcohol abuse evaluation expert, such as an employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor
  - b. Undergoing a return-to-duty test with a result indicating an alcohol concentration of less than 0.02 and/or a verified negative result for drug use

A driver who admits to alcohol or drug misuse shall not be subject to federal requirements related to referral, evaluation, and treatment, provided that the driver does not self-identify in order to avoid drug or alcohol testing, makes the admission prior to performing a safety-sensitive function, and does not perform a safety-sensitive function until the driver has been evaluated and has successfully completed education or treatment requirements in accordance with program guidelines. (49 CFR 382.121)

*Legal Reference: (see next page)*

## **DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)**

### *Legal Reference:*

#### EDUCATION CODE

35160 Authority of governing boards

#### GOVERNMENT CODE

8355 Drug-free workplace; employee notification

#### VEHICLE CODE

13376 Driver certificates; revocation or suspension

34500-34520.5 Safety regulations

#### CODE OF REGULATIONS, TITLE 13

1200-1294 Motor carrier safety, especially:

1213.1 Placing drivers out-of-service

#### UNITED STATES CODE, TITLE 41

8101-8106 Drug-Free Workplace Act

#### UNITED STATES CODE, TITLE 49

31306 Alcohol and drug testing

#### CODE OF FEDERAL REGULATIONS, TITLE 21

1308.11-1308.15 Controlled substances

#### CODE OF FEDERAL REGULATIONS, TITLE 49

40.1-40.413 Procedures for transportation workplace drug and alcohol testing programs

382.101-382.727 Drug and alcohol use and testing; especially:

382.205 On-duty use

382.207 Pre-duty use

382.209 Use following an accident

### *Management Resources:*

#### CALIFORNIA HIGHWAY PATROL PUBLICATIONS

Controlled Substances and Alcohol Testing Compliance Checklist, 2017

What is CSAT? Controlled Substances and Alcohol Testing, 2016

#### WEB SITES

California Department of Motor Vehicles: <https://www.dmv.ca.gov>

California Highway Patrol: <http://www.chp.ca.gov>

Commercial Driver's License Drug and Alcohol Clearinghouse: <https://clearinghouse.fmcsa.dot.gov>

Federal Motor Carrier Safety Administration: <http://www.fmcsa.dot.gov>

U.S. Department of Transportation, Office of Drug and Alcohol Policy and Compliance:  
<http://www.dot.gov/ost/dapc>

## **All Personnel**

AR 4112.42(a)

4212.42

## **DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS**

4312.42

### **Definitions**

For purposes of drug testing required by the U.S. Department of Transportation (DOT), *drugs* include marijuana, cocaine, amphetamines, phencyclidine (PCP), and opioids. (49 CFR 40.3, 40.85, 382.107)

*Alcohol concentration (or content)* means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test. (49 CFR 40.3, 382.107)

*Safety-sensitive function* means all time from the time the driver begins to work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. Safety-sensitive functions include, but are not limited to, all time driving or otherwise in the bus or other school transportation vehicle; waiting at a district facility to be dispatched; inspecting, servicing, or conditioning the vehicle or vehicle equipment; loading or unloading the vehicle; supervising or assisting in the loading or unloading of the vehicle; and repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle. (49 CFR 382.107)

(cf. 3540 - Transportation)

(cf. 3542 - School Bus Drivers)

(cf. 3543 - Transportation Safety and Emergencies)

(cf. 4020 - Drug and Alcohol-Free Workplace)

### **Designated Employer Representative**

The Superintendent or designee shall identify a designated employer representative who is authorized to take immediate action to remove drivers from safety-sensitive functions and to make required decisions in the testing and evaluation processes. The designated employer representative shall also be responsible for receiving test results and other communications. The name and telephone number of the designated employer representative shall be provided to the testing contractor to contact about any problems or issues that may arise during the testing process. (49 CFR 40.35, 40.215)

### **Pre-employment Testing**

When hiring a new driver, the Superintendent or designee shall, with the driver's written consent, conduct a pre-employment query using the Commercial Driver's License Drug and Alcohol Clearinghouse to obtain information about whether the driver has committed a violation of federal drug or alcohol regulations. (49 CFR 382.701)

The Superintendent or designee shall also, with the driver's consent, request the driver's past drug and alcohol testing record, as specified in 49 CFR 40.25 and 382.413, from any employer who has employed the driver at any time during the previous three years. To the



**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS** (continued)

extent practicable, the Superintendent or designee shall obtain and review such information before the driver first performs safety-sensitive functions. In addition, the Superintendent or designee shall ask the driver if there was a positive test, or a refusal to test, on any pre-employment drug or alcohol test that was administered during the past two years in the course of applying for another safety-sensitive transportation position that was not obtained. (49 CFR 40.25, 382.413)

The driver shall not be permitted to perform safety-sensitive functions if the driver refuses to provide consent to obtain the information from previous employers or from the Clearinghouse; the information from previous employers is not received within 30 days of the date on which the driver first performed safety-sensitive functions for the district; or the driver, the Clearinghouse, or a previous employer reports a violation of a drug or alcohol regulation without subsequent completion of the return-to-duty process. (49 CFR 40.25, 382.413, 382.701, 382.703)

A driver whom the district intends to hire or use shall undergo testing for drugs and receive a verified negative test result prior to the first time the driver performs safety-sensitive functions for the district. This testing requirement may be waived if all of the following conditions exist: (49 CFR 382.301)

1. The driver has participated in a qualified drug testing program within the previous 30 days.
2. While participating in the program, the driver either was tested within the past six months from the date of application or participated in a random drug testing program for the previous 12 months from the date of application.
3. No prior employer of the driver of whom the district has knowledge has records of the driver's violation of federal drug testing regulations within the previous six months.

The Superintendent or designee shall contact the testing program(s) in which the driver has participated and obtain information about the program and the driver's participation as specified in 49 CFR 382.301.

In addition, the Superintendent or designee shall require the driver to undergo pre-employment alcohol testing in accordance with the procedures in 49 CFR 40.1-40.605 and to receive a test result indicating an alcohol concentration of less than 0.04. (49 CFR 382.301)

## **DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS** (continued)

### **Post-Accident Testing**

As soon as practicable following an accident involving a school bus or student activity bus, the Superintendent or designee shall ensure that the driver involved is tested for alcohol and/or drugs under either of the following conditions: (49 CFR 382.303)

1. The accident involved loss of human life.
2. The driver receives a citation for a moving traffic violation within eight hours of the accident and the accident involved bodily injury to a person who required immediate medical treatment away from the scene of the accident and/or disabling damage to one or more vehicles requiring towing.

The Superintendent or designee shall attempt to administer a required alcohol test up to eight hours following the accident and/or a drug test up to 32 hours following the accident. The results of an alcohol or drug test conducted by federal, state, or local officials having independent authority for the test shall be considered to meet this requirement. If the alcohol test is not administered within two hours following the accident, or the test for drugs is not administered within 32 hours following the accident, the Superintendent or designee shall make a record stating the reasons the test was not promptly administered. (49 CFR 382.303)

No driver required to take a post-accident alcohol test pursuant to 49 CFR 382.303 shall use alcohol for eight hours following the accident or until the driver undergoes a post-accident alcohol test, whichever occurs first. (49 CFR 382.209)

### **Random Testing**

The Superintendent or designee shall ensure that random, unannounced drug and alcohol tests of bus drivers are conducted on testing dates reasonably spread throughout the year.

Such tests shall be unannounced and conducted during, immediately before, or immediately after the performance of safety-sensitive functions. (49 CFR 382.305)

The Superintendent or designee shall ensure that the percentage of district drivers randomly tested for drugs and alcohol meets or exceeds the minimum annual percentage rates specified in 49 CFR 382.305 or subsequently published in the Federal Register.

Each driver selected for random testing shall have an equal chance of being tested each time selections are made. (49 CFR 382.305)

## **DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)**

Each driver who is selected for testing shall proceed to the test site immediately or, if performing a safety-sensitive function other than driving a bus, then as soon as possible after ceasing that function. (49 CFR 382.305)

### **Reasonable Suspicion Testing**

A driver shall be required to submit to a drug or alcohol test whenever the Superintendent or designee has reasonable suspicion that the driver has violated the prohibitions against the use of drugs or alcohol. Such reasonable suspicion shall be based on specific, contemporaneous, articulable observations, conducted during, immediately before, or immediately after the performance of safety-sensitive functions, concerning the driver's appearance, behavior, speech, and/or body odors. Reasonable suspicion of drug use may also include indications of the chronic and withdrawal effects of drugs. (49 CFR 382.307)

The person who makes the required observations for reasonable suspicion testing for drugs or alcohol shall be trained in accordance with 49 CFR 382.603. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not be the same person who conducts the alcohol test. (49 CFR 382.307)

Within 24 hours of the observed behavior or before the results of the drug or alcohol test are released, whichever is earlier, a written record of the observations leading to a reasonable suspicion test shall be made and signed by the person who made the observations. (49 CFR 382.307)

An alcohol test required as a result of reasonable suspicion shall be administered within eight hours following the determination of reasonable suspicion. If the test is not administered within two hours, the Superintendent or designee shall prepare and maintain on file a record stating the reasons the test was not promptly administered. (49 CFR 382.307)

In the absence of a reasonable suspicion alcohol test, the district shall take no action against a driver based solely on the driver's behavior and appearance, except that the driver shall not be allowed to report for or remain on safety-sensitive functions until an alcohol test is administered and the results show a concentration less than 0.02 or 24 hours have elapsed following the determination of reasonable suspicion. (49 CFR 382.307)

### **Return-to-Duty Testing**

The Superintendent or designee may permit a driver who has violated federal drug or alcohol regulations to return to safety-sensitive functions after the driver has successfully complied with the education and treatment services prescribed by a substance abuse professional and

## **DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)**

has taken a return-to-duty drug or alcohol test. The driver shall not resume performance of safety-sensitive functions unless the drug test shows a negative result and/or the alcohol test shows a concentration of less than 0.02. (49 CFR 40.305, 382.309)

### **Follow-Up Testing**

Upon receiving a written follow-up testing plan from a substance abuse professional, the Superintendent or designee shall determine the actual dates for follow-up testing consistent with those recommendations and shall ensure that such tests are unannounced and follow no discernable pattern as to their timing. No additional tests beyond those included in the plan shall be imposed by the district. (49 CFR 40.307-40.309, 382.111)

### **Mandatory Reporting and Annual Queries to the Drug and Alcohol Clearinghouse**

The Superintendent or designee shall report to the Clearinghouse any violation of federal drug and alcohol regulations, any refusal to test, and other required information by the close of the third business day following the date on which the information was obtained. (49 CFR 382.705)

The Superintendent or designee shall conduct a query using the Clearinghouse at least once a year for all drivers to determine whether information exists in the Clearinghouse about the drivers. (49 CFR 382.701)

In lieu of a full query, the Superintendent or designee may obtain the individual driver's consent to conduct a limited query that is effective for more than one year and informs the district about whether there is information about the driver in the Clearinghouse without releasing that information to the district. If the limited query shows that information exists in the Clearinghouse about the individual driver, the Superintendent or designee shall conduct a full query within 24 hours of conducting the limited query. If a full query is not conducted within 24 hours, the driver may not perform any safety-sensitive function until the results from a full query confirm that the driver may perform such functions. (49 CFR 382.701)

A driver may not perform any safety-sensitive function if the results of a Clearinghouse query demonstrate that the driver has committed a violation of federal drug or alcohol regulations. (49 CFR 382.701)

### **Notifications**

The Superintendent or designee shall provide each driver with materials explaining the federal regulations and the district's policy and procedure related to drug and alcohol testing

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS** (continued)

and shall notify representatives of employee organizations of the availability of this information. This information shall include a detailed discussion of at least the following: (49 CFR 382.113, 382.303, 382.601)

1. The identity of the person designated by the district to answer driver questions about the materials
2. The categories of drivers who are subject to drug and alcohol testing
3. Sufficient information about the safety-sensitive functions performed by those drivers to make clear what period of the workday the driver is required to be in compliance
4. Specific information concerning prohibited driver conduct
5. The circumstances under which a driver will be tested for drugs and/or alcohol, including post-accident testing
6. The procedures that will be used to test for the presence of drugs and alcohol, protect the driver and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct driver
7. The requirement that a driver submit to drug and alcohol tests
8. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences
9. The consequences for drivers found to have violated the prohibitions against drug or alcohol use, including the circumstances under which drivers will be removed immediately from safety-sensitive functions and the requirements for education, treatment, and return-to-duty testing
10. The consequences for drivers found to have a blood alcohol concentration between 0.02 and 0.04
11. Information concerning the effects of drug and alcohol use on an individual's health, work, and personal life; signs and symptoms of a drug or alcohol problem (the driver's or a co-worker's); and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to any employee assistance program, and/or referral to management

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS** (continued)

12. The requirement that personal information collected and maintained pursuant to 49 CFR 382 shall be reported to the Clearinghouse

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

Each driver shall sign a statement certifying receipt of a copy of the above materials. The Superintendent or designee shall maintain the original of the signed certificate and may provide a copy of the certificate to the driver. (49 CFR 382.601)

In addition, prior to administering each alcohol or drug test, the driver shall be notified that the test is required pursuant to Title 49, Part 382, of the Code of Federal Regulations. (49 CFR 382.113)

The driver shall be notified of the results of drug and alcohol tests in accordance with 49 CFR 382.411.

**Records**

The Superintendent or designee shall maintain records of the district's drug and alcohol testing program in accordance with 49 CFR 40.333 and 382.401. Such records shall be maintained in a secure location with controlled access and shall be disclosed only in accordance with 49 CFR 382.405.

*(cf. 3580 - District Records)*

**COLLECTIVE BARGAINING AGREEMENT**

The Governing Board recognizes that collective bargaining agreements are legally binding, bilateral agreements with the exclusive representatives of employees pertaining to terms and conditions of employment. The Board is committed to carrying out the provisions of each agreement and expects the agreements to be consistently and uniformly administered.

*(cf. 4140/4240/4340 - Bargaining Units)*

*(cf. 4143/4243 - Negotiations/Consultation)*

Following adoption of the collective bargaining agreement, the Superintendent or designee shall review related Board policies and recommend to the Board any action needed to maintain consistency with the agreement. Whenever a Board policy conflicts with a provision in the collective bargaining agreement, the agreement shall be binding for those employees covered by the terms of the agreement. Whenever a law conflicts with a provision in the collective bargaining agreement, the law will prevail as to those employees for whom the law applies.

*(cf. 9310 - Board Policies)*

Upon request by the Public Employment Relations Board, the Superintendent or designee shall provide, within 15 days of the request, a copy of the written agreement and any amendments. (8 CCR 32120)

*Legal Reference: (see next page)*

## COLLECTIVE BARGAINING AGREEMENT (continued)

### *Legal Reference:*

#### EDUCATION CODE

35035 *Additional powers and duties of superintendent, transfer authority*

35036 *Voluntary transfers*

35160 *Authority of governing boards*

35160.1 *Broad authority of school districts*

45220-45320 *Merit system, classified employees*

#### GOVERNMENT CODE

3540-3549.3 *Educational Employment Relations Act*

#### CODE OF REGULATIONS, TITLE 8

31001-32997 *Regulations of employee relations boards*

#### COURT DECISIONS

*Janus v. American Federation of State, County and Municipal Employees, Council 31* (2018) 138 S.Ct. 2448

*United Teachers of Los Angeles v. Los Angeles Unified School District* (2012) 54 Cal. 4th 504

*Round Valley Teachers Association* (1996) 13 Cal. 4th 269

### *Management Resources:*

#### WEB SITES

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

California Public Employee Relations: <http://cper.berkeley.edu>

Center for Collaborative Solutions: <http://www.ccscenter.org>

Public Employment Relations Board: <http://www.perb.ca.gov>

State Mediation and Conciliation Service (SMCS): <http://www.dir.ca.gov/csmcs/smcs.html>



**EMPLOYEE SECURITY**

The Governing Board desires to provide a safe and orderly work environment for all employees. As part of the district's comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing necessary assistance and support when emergency situations occur.

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 3515 - Campus Security)*

*(cf. 5131.4 - Student Disturbances)*

Any person who threatens the safety of others at any district facility may be removed by the Superintendent or designee in accordance with AR 3515.2 - Disruptions.

*(cf. 3515.2 - Disruptions)*

Any employee against whom violence or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. As appropriate, the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace. Such measures may include seeking a temporary restraining order on behalf of the employee pursuant to Code of Civil Procedure 527.8 and/or a gun violence restraining order pursuant to Penal Code 18150 and 18170.

Upon request by an employee who is a victim of domestic violence, sexual assault, or stalking, the Superintendent or designee shall provide reasonable accommodations in accordance with Labor Code 230-230.1 and the accompanying administrative regulation to protect the employee's safety while at work.

*(cf. 4161.2/4261.2/4361.2 - Personal Leaves)*

The Superintendent or designee may pursue legal action on behalf of an employee against a student or the student's parent/guardian to recover damages for injury to the employee's person or property caused by the student's willful misconduct that occurred on district property, at a school or district activity, or in retaliation for lawful acts of the employee in the performance of the employee's duties. (Education Code 48904, 48905)

*(cf. 3320 - Claims and Actions Against the District)*

*(cf. 3515.4 - Recovery for Property Loss or Damage)*

*(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)*

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

The Superintendent or designee shall provide staff development in crisis prevention and intervention techniques, which may include training in classroom management, effective communication techniques, procedures for responding to an active shooter situation, and crisis resolution.

## **EMPLOYEE SECURITY (continued)**

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

In accordance with law, the Superintendent or designee shall inform teachers, administrators, and/or counselors of crimes and offenses committed by students who may pose a danger in the classroom. (Education Code 48201, 49079; Welfare and Institutions Code 827)

The Superintendent or designee may make available at appropriate locations, including, but not limited to, district and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.

*(cf. 5141 - Health Care and Emergencies)*

### **Use of Pepper Spray**

Employees shall not carry or possess pepper spray on school property or at school activities except when authorized by the Superintendent or designee for self-defense purposes. When allowed, an employee may only possess pepper spray in accordance with administrative regulations and Penal Code 22810. Any employee who is negligent or careless in the possession or handling of pepper spray shall be subject to appropriate disciplinary measures.

*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*  
*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

### **Reporting of Injurious Objects**

Employees shall take immediate action upon being made aware that any person is in possession of a weapon or unauthorized injurious object on school grounds or at a school-related or school-sponsored activity. Employees shall exercise their best judgment as to the potential danger involved and shall do one of the following:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal, who shall take appropriate action
3. Immediately call 911 and the principal

*(cf. 3515.7 - Firearms on School Grounds)*  
*(cf. 5131.7 - Weapons and Dangerous Instruments)*  
*(cf. 5144 - Discipline)*

## **EMPLOYEE SECURITY (continued)**

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

When informing the principal about the possession or seizure of a weapon or dangerous device, an employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

### *Legal Reference:*

#### EDUCATION CODE

32210-32212 *Willful disturbance, public schools or meetings*

32225-32226 *Communication devices*

35208 *Liability insurance*

35213 *Reimbursement for loss, destruction or damage of school property*

44014 *Report of assault by pupil against school employee*

44807 *Duty concerning conduct of students*

48201 *Transfer of student records*

48900-48926 *Suspension or expulsion*

49079 *Notification to teacher; student who has engaged in acts re: grounds suspension or expulsion*

49330-49335 *Injurious objects*

#### CIVIL CODE

51.7 *Freedom from violence or intimidation*

#### CODE OF CIVIL PROCEDURE

527.8 *Workplace violence safety*

#### GOVERNMENT CODE

995-996.4 *Defense of public employees*

3543.2 *Scope of representation*

12926 *Definitions*

#### LABOR CODE

230-230.2 *Leave for victims of domestic violence, sexual assault, or specified felonies*

#### PENAL CODE

71 *Threatening public officers and employees and school officials*

240-246.3 *Assault and battery, especially:*

241.3 *Assault against school bus drivers*

241.6 *Assault on school employee including board member*

243.3 *Battery against school bus drivers*

243.6 *Battery against school employee including board member*

245.5 *Assault with deadly weapon against school employee including board member*

290 *Registration of sex offenders*

601 *Trespass by person making credible threat*

626-626.11 *School crimes*

646.9 *Stalking*

18150 *Gun violence restraining orders*

18170 *Gun violence restraining order issued after notice and hearing*

22810 *Purchase, possession, and use of tear gas*

*Legal Reference continued: (see next page)*

## **EMPLOYEE SECURITY (continued)**

### *Legal Reference: (continued)*

#### WELFARE AND INSTITUTIONS CODE

827 *Juvenile court proceedings; reports; confidentiality*

828.1 *District police or security department, disclosure of juvenile records*

#### COURT DECISIONS

*City of San Jose v. William Garbett*, (2010) 190 Cal. App. 4th 526

### *Management Resources:*

#### WEB SITES

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

California Department of Education, Safe Schools: <http://www.cde.ca.gov/ls/ss>

**EMPLOYEE SECURITY**

An employee may use reasonable and necessary force for self-defense or defense of another person, to quell a disturbance threatening physical injury to others or damage to property, or to obtain possession of weapons or other dangerous objects within the control of a student. (Education Code 44807, 49001)

*(cf. 3515.2 - Disruptions)*

*(cf. 3515.3 - District Police/Security Department)*

*(cf. 3515.4 - Recovery for Property Loss or Damage)*

*(cf. 3530 - Risk Management/Insurance)*

*(cf. 5131.7 - Weapons and Dangerous Instruments)*

*(cf. 5144 - Discipline)*

An employee shall promptly report to the principal or other immediate supervisor any attack, assault, or physical threat made against the employee by a student or by any other individual in relation to the performance of the employee's duties, and any action the employee took in response. Reports of an attack, assault, or threat shall be forwarded immediately to the Superintendent or designee.

In addition, the employee and the principal or other immediate supervisor shall promptly report to local law enforcement authorities an attack, assault, or physical threat made against the employee by a student. (Education Code 44014)

**Notice Regarding Student Offenses**

When a student commits certain offenses that may endanger staff or others, the following procedures shall be implemented to notify staff members as appropriate:

1. **Acts That Are Grounds for Suspension or Expulsion**

- a. The Superintendent or designee shall inform the teacher(s) of each student who, during the previous three school years, has engaged in or is reasonably suspected to have engaged in any act, except the possession or use of tobacco products, that would constitute a ground for suspension or expulsion as specified in AR 5144.1 - Suspension and Expulsion/Due Process. This information shall be based upon district records maintained in the ordinary course of business or records received from a law enforcement agency. (Education Code 49079)

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

*(cf. 5125 - Student Records)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

- b. Upon receiving a transfer student's record regarding acts committed by the student that resulted in suspension or expulsion, the Superintendent or

## **EMPLOYEE SECURITY (continued)**

designee shall inform the student's teacher(s) that the student was suspended from school or expelled from the former district and of the act that resulted in the suspension or expulsion. (Education Code 48201)

- c. Information received by teacher(s) shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher. (Education Code 48201, 49079)
2. Offenses Reported to the District by a Court
- a. When informed by a court that a minor student has been found by the court to have committed any felony or any misdemeanor involving curfew, gambling, alcohol, drugs, tobacco products, carrying of weapons, a sex offense listed in Penal Code 290, assault or battery, larceny, vandalism, or graffiti, the Superintendent or designee shall expeditiously notify the school principal. (Welfare and Institutions Code 827)
  - b. The principal shall expeditiously disseminate this information to any counselor who directly supervises or reports on the student's behavior or progress and to any teacher or administrator directly supervising or reporting on the student's behavior or progress whom the principal thinks may need the information in order to work with the student appropriately, avoid being needlessly vulnerable, or protect others from vulnerability. (Welfare and Institutions Code 827)
  - c. Any court-initiated information that a teacher, counselor, or administrator receives shall be kept confidential and used only to rehabilitate the student and protect other students and staff. The information shall be further disseminated only when communication with the student, parent/guardian, law enforcement staff, and probation officer is necessary to rehabilitate the student or to protect students and staff. (Welfare and Institutions Code 827)
  - d. When a student is removed from school as a result of an offense, the Superintendent shall hold the court's information in a separate confidential file until the student is returned to the district. If the student is returned to a different district, the Superintendent shall transmit the information provided by the student's parole or probation officer to the superintendent of the new district of attendance. (Welfare and Institutions Code 827)

## **EMPLOYEE SECURITY (continued)**

- e. Any confidential file of court-initiated information shall be kept until the student becomes 18, graduates from high school, or is released from juvenile court jurisdiction, whichever occurs first, and shall then be destroyed. (Welfare and Institutions Code 827)

In order to maintain confidentiality when providing information about student offenses to a counselor or teacher, the principal or designee shall send the staff member a written notification that a student has committed an offense that requires review of a student's file in the school office. This notice shall not name or otherwise identify the student. The staff member shall initial the notification and shall also initial the student's file when reviewing it in the school office.

### **Accommodations for Victims of Domestic Violence, Sexual Assault, or Stalking**

When requested by an employee who is a victim of domestic violence, sexual assault, or stalking, the district shall provide the employee reasonable accommodations which may include the implementation of safety measures, including: (Labor Code 230)

1. A transfer, reassignment, or modified schedule
2. A changed work telephone or work station
3. An installed lock
4. Assistance in documenting domestic violence, sexual assault, stalking, or other crime that occurs in the workplace
5. Referral to a victim assistance organization
6. Another safety procedure or adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other crime

(cf. 4161.2/4261.2/4361.2 - *Personal Leaves*)

The Superintendent or designee shall engage in a timely, good faith, and interactive process with the employee to determine effective reasonable accommodations that do not pose an undue hardship on the district. In determining whether an accommodation is reasonable, the Superintendent or designee shall consider any exigent circumstance or danger facing the employee. (Labor Code 230)

## **EMPLOYEE SECURITY (continued)**

Upon the request of the Superintendent or designee, an employee requesting a reasonable accommodation shall provide a written statement, signed by the employee or an individual acting on the employee's behalf, certifying that the accommodation is for an authorized purpose. The Superintendent or designee may also request that the employee provide certification of the employee's status as a victim of domestic violence, sexual assault, or stalking. Such certification may include: (Labor Code 230)

1. A police report indicating that the employee was a victim
2. A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a licensed medical professional or health care provider, domestic violence or sexual assault counselor, victim advocate, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf

Any verbal or written statement, police or court record, or other documentation identifying an employee as a victim shall be confidential and shall not be disclosed by the district except as required by federal or state law or as necessary to protect the employee's safety in the workplace. The employee shall be notified before any authorized disclosure. (Labor Code 230)

Every six months after the date of the certification, the Superintendent or designee may request recertification of the employee's status as a victim of domestic violence, sexual assault, or stalking or ongoing circumstances related to the crime or abuse. The employee shall notify the Superintendent or designee if, due to changing circumstances, the employee needs a new accommodation or no longer needs an accommodation. (Labor Code 230)

The district shall not retaliate against an employee because of the employee's status as a victim of crime or abuse or for requesting a reasonable accommodation, regardless of whether the request was granted. (Labor Code 230)



## **EMPLOYEE SECURITY (continued)**

### **Use of Pepper Spray**

The Superintendent or designee shall notify employees of the district's policy prohibiting the possession of pepper spray on school property or at school-related activities without prior approval of the Superintendent or designee. Employees wishing to carry pepper spray shall submit to the Superintendent or designee a written request setting forth the need for the pepper spray. The Superintendent or designee shall notify the employee in writing as to whether the request was approved or denied.

When approving an employee's request, the Superintendent or designee shall inform the employee of the following conditions:

1. The pepper spray shall be used only in self-defense pursuant to Penal Code 22810.
2. An employee who uses pepper spray other than in self-defense shall be subject to disciplinary action by the district and, in accordance with law, a fine and/or imprisonment.

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

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

3. The pepper spray must be stored in a secure place and not be accessible to students or other individuals. Negligent storage of the pepper spray may subject the employee to disciplinary action.

**CHILD ABUSE PREVENTION AND REPORTING**

The Governing Board is committed to supporting the safety and well-being of district students and desires to facilitate the prevention of and response to child abuse and neglect. The Superintendent or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect.

The Superintendent or designee may provide a student who is a victim of abuse with school-based mental health services or other support services and/or may refer the student to resources available within the community as needed.

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

*(cf. 5141.5 - Mental Health)*

*(cf. 5141.6 - School Health Services)*

*(cf. 6164.2 - Guidance/Counseling Services)*

**Child Abuse Prevention**

The district's instructional program may provide age-appropriate and culturally sensitive child abuse prevention curriculum which explains students' right to live free of abuse, includes instruction in the skills and techniques needed to identify unsafe situations and react appropriately and promptly, informs students of available support resources, and teaches students how to obtain help and disclose incidents of abuse.

*(cf. 6142.8 - Comprehensive Health Education)*

*(cf. 6143 - Courses of Study)*

The district's program also may include age-appropriate curriculum in sexual abuse and sexual assault awareness and prevention. Upon written request of a student's parent/guardian, the student shall be excused from taking such instruction. (Education Code 51900.6)

The Superintendent or designee may display posters, in areas on campus where students frequently congregate, notifying students of the appropriate telephone number to call to report child abuse or neglect. (Education Code 33133.5)

In addition, student identification cards for students in grades 7-12 shall include the National Domestic Violence Hotline telephone number. (Education Code 215.5)

*(cf. 5142 - Safety)*

The Superintendent or designee shall, to the extent feasible, seek to incorporate community resources into the district's child abuse prevention programs and may use these resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.

## **CHILD ABUSE PREVENTION AND REPORTING** (continued)

### **Child Abuse Reporting**

The Superintendent or designee shall establish procedures for the identification and reporting of known and suspected child abuse and neglect in accordance with law.

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

*(cf. 5145.7 - Sexual Harassment)*

*(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)*

Procedures for reporting child abuse shall be included in the district and/or school comprehensive safety plan. (Education Code 32282)

*(cf. 0450 - Comprehensive Safety Plan)*

District employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect.

The Superintendent or designee shall provide training regarding the duties of mandated reporters as required by law and as specified in the accompanying administrative regulation. (Education Code 44691; Penal Code 11165.7)

*Legal Reference: (see next page)*

## **CHILD ABUSE PREVENTION AND REPORTING (continued)**

### *Legal Reference:*

#### EDUCATION CODE

215.5 Student identification cards with National Domestic Violence Hotline telephone number

32280-32289.5 Comprehensive school safety plans

33133.5 Posters of telephone number for students to report child abuse or neglect

33195 Heritage schools, mandated reporters

33308.1 Guidelines on procedure for filing child abuse complaints

44252 Teacher credentialing

44691 Staff development in the detection of child abuse and neglect

44807 Duty concerning conduct of students

48906 Notification when student released to peace officer

48987 Dissemination of reporting guidelines to parents

49001 Prohibition of corporal punishment

51220.5 Parenting skills education

51900.6 Sexual abuse and sexual assault awareness and prevention instruction

#### CODE OF CIVIL PROCEDURE

340.1 Damages suffered as a result of childhood sexual abuse

#### PENAL CODE

152.3 Duty to report murder, rape, or lewd or lascivious act

273a Willfully causing unjustifiable pain or mental suffering of child; endangering life or health

286 Crime of sodomy

287 Crime of oral copulation

288 Definition of lewd or lascivious act requiring reporting

289 Crime of sexual penetration

11164-11174.3 Child Abuse and Neglect Reporting Act

#### WELFARE AND INSTITUTIONS CODE

15630-15637 Dependent adult abuse reporting

#### CODE OF REGULATIONS, TITLE 5

3200-3205 Filing complaints with CDE; special education students

#### UNITED STATES CODE, TITLE 42

11434a McKinney-Vento Homeless Assistance Act; definitions

#### COURT DECISIONS

Camreta v. Greene (2011) 131 S.Ct. 2020

*Management Resources: (see next page)*

## **CHILD ABUSE PREVENTION AND REPORTING (continued)**

### *Management Resources:*

#### CSBA PUBLICATIONS

*Why Schools Hold the Promise for Adolescent Mental Health, Governance Brief, May 2019*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve*

*Health Framework for California Public Schools, Kindergarten Through Grade Twelve*

#### WEB SITES

*California Attorney General's Office, Suspected Child Abuse Report Form:*

*[https://oag.ca.gov/sites/all/files/agweb/pdfs/childabuse/ss\\_8572.pdf](https://oag.ca.gov/sites/all/files/agweb/pdfs/childabuse/ss_8572.pdf)*

*California Department of Education, Child Abuse Prevention Training and Resources:*

*<http://www.cde.ca.gov/ls/ss/ap>*

*California Department of Social Services, Information Resources Guide:*

*<http://www.childsworld.ca.gov>*

*U.S. Department of Health and Human Services, Child Welfare Information Gateway:*

*<https://www.childwelfare.gov>*

## CHILD ABUSE PREVENTION AND REPORTING

### Definitions

*Child abuse or neglect* includes the following: (Penal Code 11165.5, 11165.6)

1. A physical injury or death inflicted by other than accidental means on a child by another person
2. Sexual abuse of a child, including sexual assault or sexual exploitation, as defined in Penal Code 11165.1
3. Neglect of a child as defined in Penal Code 11165.2
4. Willful harming or injuring of a child or the endangering of the person or health of a child as defined in Penal Code 11165.3
5. Unlawful corporal punishment or injury as defined in Penal Code 11165.4

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

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

*Child abuse or neglect* does not include:

1. A mutual affray between minors (Penal Code 11165.6)
2. An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of employment (Penal Code 11165.5, 11165.6)

(cf. 3515.3 - District Police/Security Department)

3. An injury resulting from the exercise by a teacher, vice principal, principal, or other certificated employee of the same degree of physical control over a student that a parent/guardian would be legally privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning (Education Code 44807)
4. An injury caused by a school employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, for purposes of self-defense, or to obtain weapons or other dangerous objects within the control of a student (Education Code 49001)

(cf. 5131 - Conduct)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5144 - Discipline)

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

**CHILD ABUSE PREVENTION AND REPORTING** (continued)

5. Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by a student (Education Code 49001)

(cf. 6142.7 - *Physical Education and Activity*)

(cf. 6145.2 - *Athletic Competition*)

6. Homelessness or classification as an unaccompanied minor (Penal Code 11165.15)

*Mandated reporters* include, but are not limited to, teachers; instructional aides; teacher's aides or assistants; classified employees; certificated pupil personnel employees; administrative officers or supervisors of child attendance; athletic coaches, administrators, and directors; licensees, administrators, and employees of a licensed child day care facility; Head Start program teachers; district police or security officers; licensed nurses or health care providers; and administrators, presenters, and counselors of a child abuse prevention program. (Penal Code 11165.7)

*Reasonable suspicion* means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on the person's training and experience, to suspect child abuse or neglect. However, *reasonable suspicion* does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect. (Penal Code 11166)

**Reportable Offenses**

A mandated reporter shall make a report using the procedures provided below whenever, acting in a professional capacity or within the scope of employment, the mandated reporter has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. (Penal Code 11166)

Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage, based on evidence of severe anxiety, depression, withdrawal, or untoward aggressive behavior toward self or others, may make a report to the appropriate agency. (Penal Code 11165.9, 11166.05, 11167)

Any district employee who reasonably believes to have observed the commission of a murder, rape, or lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury against a victim who is a child under age 14 shall notify a peace officer. (Penal Code 152.3, 288)

## **CHILD ABUSE PREVENTION AND REPORTING** (continued)

### **Responsibility for Reporting**

The reporting duties of mandated reporters are individual and cannot be delegated to another person. (Penal Code 11166)

When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code 11166)

No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Penal Code 11166)

Any person not identified as a mandated reporter who has knowledge of or observes a child whom the person knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency. (Penal Code 11166)

*(cf. 1240 - Volunteer Assistance)*

### **Reporting Procedures**

#### **1. Initial Telephone Report**

Immediately or as soon as practicable after knowing or observing suspected child abuse or neglect, a mandated reporter shall make an initial report by telephone to any police department (excluding a school district police/security department), sheriff's department, county probation department if designated by the county to receive such reports, or county welfare department. (Penal Code 11165.9, 11166)

Such reports shall be made to the following agency(ies):

Child Protective Services  
929 Kosher Street  
Eureka, CA 95501  
(707) 445-6180

When the initial telephone report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.



**CHILD ABUSE PREVENTION AND REPORTING** (continued)

2. Written Report

Within 36 hours of knowing or observing the information concerning the incident, the mandated reporter shall prepare and either send, fax, or electronically transmit to the appropriate agency a written follow-up report, which includes a completed California Department of Justice (DOJ) form (BCIA 8572). (Penal Code 11166, 11168)

The DOJ form may be obtained from the district office or other appropriate agencies, such as the police department, sheriff's department, or county probation or welfare department.

Reports of suspected child abuse or neglect shall include, if known: (Penal Code 11167)

- a. The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter
- b. The child's name and address, present location, and, where applicable, school, grade, and class
- c. The names, addresses, and telephone numbers of the child's parents/guardians
- d. The name, address, telephone number, and other relevant personal information about the person(s) who might have abused or neglected the child
- e. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information

The mandated reporter shall make a report even if some of this information is not known or is uncertain to the mandated reporter. (Penal Code 11167)

The mandated reporter may give to an investigator from an agency investigating the case, including a licensing agency, any information relevant to an incident of child abuse or neglect or to a report made for serious emotional damage pursuant to Penal Code 11166.05. (Penal Code 11167)

3. Internal Reporting

The mandated reporter shall not be required to disclose the mandated reporter's identity to a supervisor, the principal, or the Superintendent or designee. (Penal Code 11166)

**CHILD ABUSE PREVENTION AND REPORTING** (continued)

However, employees reporting child abuse or neglect to an appropriate agency are encouraged, but not required, to notify the principal as soon as possible after the initial telephone report to the appropriate agency. When so notified, the principal shall inform the Superintendent or designee.

The principal so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law, Board policy, and administrative regulation. At the mandated reporter's request, the principal may assist in completing and filing the necessary forms.

Reporting the information to an employer, supervisor, principal, school counselor, co-worker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code 11166)

**Training**

Within the first six weeks of each school year, or within the first six weeks of employment if hired during the school year, the Superintendent or designee shall provide training on mandated reporting requirements to district employees and persons working on their behalf who are mandated reporters. (Education Code 44691; Penal Code 11165.7)

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

The Superintendent or designee shall use the online training module provided by the California Department of Social Services (CDSS). (Education Code 44691)

The training shall include, but not necessarily be limited to, training in identification and reporting of child abuse and neglect. In addition, the training shall include information that failure to report an incident of known or reasonably suspected child abuse or neglect as required by law is a misdemeanor punishable by imprisonment and/or a fine as specified. (Education Code 44691; Penal Code 11165.7)

The Superintendent or designee shall obtain and retain proof of each mandated reporter's completion of the training. (Education Code 44691)

In addition, at least once every three years, school personnel may receive training in the prevention of child abuse, including sexual abuse, on school grounds, by school personnel, or in school-sponsored programs. (Education Code 44691)

**CHILD ABUSE PREVENTION AND REPORTING** (continued)**Victim Interviews by Social Services**

Whenever CDSS or another government agency is investigating suspected child abuse or neglect that occurred within the child's home or out-of-home care facility, the student may be interviewed by an agency representative during school hours, on school premises. The Superintendent or designee shall give the student the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the student. (Penal Code 11174.3)

A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the principal or designee shall inform the person of the following requirements prior to the interview: (Penal Code 11174.3)

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable the child to be as comfortable as possible.
2. The selected person shall not participate in the interview.
3. The selected person shall not discuss the facts or circumstances of the case with the child.
4. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5.

If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)

**Release of Child to Peace Officer**

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse or neglect, the Superintendent or designee and/or principal shall not notify the parent/guardian, but rather shall provide the peace officer with the address and telephone number of the child's parent/guardian. (Education Code 48906)

*(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)*

**Parent/Guardian Complaints**

Upon request, the Superintendent or designee shall provide parents/guardians with procedures for reporting suspected child abuse occurring at a school site to appropriate

**CHILD ABUSE PREVENTION AND REPORTING** (continued)

agencies. For parents/guardians whose primary language is not English, such procedures shall be in their primary language and, when communicating orally regarding those guidelines and/or procedures, an interpreter shall be provided.

To file a complaint against a district employee or other person suspected of child abuse or neglect at a school site, parents/guardians may file a report by telephone, in person, or in writing with any appropriate agency identified above under "Reporting Procedures." If a parent/guardian makes a complaint about an employee to any other employee, the employee receiving the information shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency. The employee shall also file a report when obligated to do so pursuant to Penal Code 11166 using the procedures described above for mandated reporters.

*(cf. 1312.1 - Complaints Concerning District Employees)*

*(cf. 3320 - Claims and Actions Against the District)*

In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education pursuant to 5 CCR 3200-3205.

**Notifications**

The Superintendent or designee shall provide to all new employees who are mandated reporters a statement that informs them of their status as mandated reporters, their reporting obligations under Penal Code 11166, and their confidentiality rights under Penal Code 11167. The district also shall provide these new employees with a copy of Penal Code 11165.7, 11166, and 11167. (Penal Code 11165.7, 11166.5)

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

Before beginning employment, any person who will be a mandated reporter by virtue of the person's position shall sign a statement indicating knowledge of the reporting obligations under Penal Code 11166 and compliance with such provisions. The signed statement shall be retained by the Superintendent or designee. (Penal Code 11166.5)

Employees who work with dependent adults shall be notified of legal responsibilities and reporting procedures pursuant to Welfare and Institutions Code 15630-15637.

The Superintendent or designee also shall notify all employees that:

1. A mandated reporter who reports a known or suspected instance of child abuse or neglect shall not be held civilly or criminally liable for making a report and this immunity shall apply even if the mandated reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of the mandated reporter's professional capacity or outside the scope of employment. Any other person making a

**CHILD ABUSE PREVENTION AND REPORTING** (continued)

report shall not incur civil or criminal liability unless it can be proven that the person knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11172)

2. If a mandated reporter fails to timely report an incident of known or reasonably suspected child abuse or neglect, the mandated reporter may be guilty of a crime punishable by a fine and/or imprisonment. (Penal Code 11166)
3. No employee shall be subject to any sanction by the district for making a report unless it can be shown that the employee knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11166, 11172)

**SUICIDE PREVENTION**

The Governing Board recognizes that suicide is a leading cause of death among youth, prevention is a collective effort that requires stakeholder engagement, and school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In an effort to reduce suicidal behavior, its impact on students and families, and other trauma associated with suicide, the Superintendent or designee shall develop measures, strategies, practices, and supports for suicide prevention, intervention, and postvention.

In developing policy and procedures for suicide prevention, intervention, and postvention, the Superintendent or designee shall consult with school and community stakeholders, school-employed mental health professionals, suicide prevention experts, and, in developing policy for grades K-6, the county mental health plan. (Education Code 215)

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

School and community stakeholders and school mental health professionals with whom the Superintendent or designee shall consult may include district and school administrators, school counselors, school psychologists, school social workers, school nurses, other staff, parents/guardians and caregivers, students, local health agencies, mental health professionals, community organizations, law enforcement, legal counsel, and/or the district's risk manager or insurance carrier. The Superintendent or designee may also collaborate with county and/or city governments in an effort to align district policy with any existing community suicide prevention plans.

Measures and strategies for suicide prevention, intervention, and postvention shall include, but are not limited to:

1. Staff development on suicide awareness and prevention for teachers, interns, school counselors, and others who interact with students, including, as appropriate, substitute teachers, coaches, expanded day learning staff, crossing guards, tutors, and volunteers

*(cf. 1240 - Volunteer Assistance)*

*(cf. 4112.21 - Interns)*

*(cf. 4121 - Temporary/Substitute Personnel)*

*(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)*

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

*(cf. 5142 - Safety)*

*(cf. 5148 - Child Care and Development)*

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 6145.2 - Athletic Competition)*

**SUICIDE PREVENTION** (continued)

2. Instruction to students in problem-solving, coping, and resiliency skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others

*(cf. 6142.8 - Comprehensive Health Education)*

3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students

*(cf. 5131 - Conduct)*

*(cf. 5131.2 - Bullying)*

*(cf. 5137 - Positive School Climate)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

*(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

4. The review of materials and resources used in awareness efforts and communications to ensure they align with best practices for safe and effective messaging about suicide
5. The provision of information to parents/guardians and caregivers regarding risk and protective factors, warning signs of suicide, the severity of the suicide problem among youth, the district's suicide prevention policy and procedures, basic steps for helping suicidal youth, the importance of communicating with appropriate staff if suicide risk is present or suspected, access to suicide prevention training, and/or school and community resources that can help youth in crisis
6. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions
7. Crisis intervention procedures for addressing suicide threats or attempts
8. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide
9. Establishment of district and/or school-site crisis intervention team(s) to ensure the proper implementation and review of this policy and other district practices related to the emotional and behavioral wellness of students, including, but not limited to, the oversight of mental health and suicide prevention training, collaboration with

**SUICIDE PREVENTION** (continued)

community mental health organizations, identification of resources and organizations that provide evidence-based treatment, collaboration to build community response, and compliance with Education Code 215

*(cf. 5141.5 - Mental Health)*

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning. (Education Code 215)

The Board shall ensure that measures and strategies for students in grades K-6 are age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code 215)

If a referral is made for mental health or related services for a student in grade K-6 who is a Medi-Cal beneficiary, the Superintendent or designee shall coordinate and consult with the county mental health plan. (Education Code 215)

*(cf. 5141.6 - School Health Services)*

District employees shall act only within the authorization and scope of their credential or license. Nothing in this policy shall be construed as authorizing or encouraging district employees to diagnose or treat mental illness unless they are specifically licensed and employed to do so. (Education Code 215)

The Board shall review, and update as necessary, this policy at least every five years. The Board may, at its discretion, review the policy more frequently. (Education Code 215)

The Superintendent or designee shall periodically review district data pertaining to school climate and reports of suicidal ideation, attempts, or death to identify patterns or trends and make recommendations regarding program development.

The Superintendent or designee shall post this policy on the district's web site, in a prominent location and in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

*Legal Reference: (see next page)*



## **SUICIDE PREVENTION (continued)**

### *Legal Reference:*

#### EDUCATION CODE

215 Student suicide prevention policies

215.5 Suicide prevention hotline contact information on student identification cards

216 Suicide prevention online training programs

234.6 Posting suicide prevention policy on web site

32280-32289.5 Comprehensive safety plan

49060-49079 Student records

49602 Counseling; confidentiality of student information

49604 Suicide prevention training for school counselors

#### GOVERNMENT CODE

810-996.6 Government Claims Act

#### PENAL CODE

11164-11174.3 Child Abuse and Neglect Reporting Act

#### WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent

5850-5886 Children's Mental Health Services Act

#### COURT DECISIONS

Corales v. Bennett (Ontario-Montclair School District) (2009) 567 F.3d 554

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2019

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008

Model Youth Suicide Prevention Policy

#### CALSCHLS PUBLICATIONS

California Healthy Kids Survey (CHKS)

California School Parent Survey (CSPS)

California School Staff Survey (CSSS)

#### CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009

#### EACH MIND MATTERS: CALIFORNIA'S MENTAL HEALTH MOVEMENT PUBLICATIONS

Making Headlines: Guide to Engaging the Media in Suicide Prevention in California, 2012

#### HEARD ALLIANCE PUBLICATIONS

K-12 Toolkit for Mental Health Promotion and Suicide Prevention, 2017

#### MENTAL HEALTH SERVICES OVERSIGHT AND ACCOUNTABILITY COMMUNICATIONS PUBLICATIONS

Striving for Zero: California's Strategic Plan for Suicide Prevention 2020-2025

#### NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS

Preventing Suicide: Guidelines for Administrators and Crisis Teams, 2015

#### SUICIDE PREVENTION RESOURCE CENTER PUBLICATIONS

After a Suicide: A Toolkit for Schools, 2nd Edition, 2018

*Management Resources continued: (see next page)*

## SUICIDE PREVENTION (continued)

### *Management Resources: (continued)*

#### U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012

Preventing Suicide: A Toolkit for High Schools, 2012

#### WEB SITES

American Academy of Pediatrics: <https://www.healthychildren.org>

American Association of Suicidology: <http://www.suicidology.org>

American Foundation for Suicide Prevention: <https://afsp.org>

American Psychological Association: <http://www.apa.org>

American School Counselor Association: <https://www.schoolcounselor.org>

California Department of Education, Mental Health: <http://www.cde.ca.gov/ls/cg/mh>

California Department of Health Care Services, Mental Health Services:

<http://www.dhcs.ca.gov/services/MH>

California Mental Health Services Authority: <https://www.calmhsa.org>

CalSCHLS: <https://calschls.org>

Centers for Disease Control and Prevention, Mental Health: <http://www.cdc.gov/mentalhealth>

Crisis Text Line: <https://www.crisistextline.org>

Each Mind Matters: California's Mental Health Movement: <https://emmresourcecenter.org>

HEARD Alliance: <https://www.heardalliance.org>

Mental Health Services Oversight and Accountability Commission: <https://mhsoac.ca.gov>

National Action Alliance for Suicide Prevention: <https://theactionalliance.org>

National Association of School Psychologists: <https://www.nasponline.org>

National Child Traumatic Stress Network: <https://www.nctsn.org>

National Institute for Mental Health: <http://www.nimh.nih.gov>

Substance Abuse and Mental Health Services Administration: <https://www.samhsa.gov>

Suicide Prevention Lifeline: <https://suicidepreventionlifeline.org>

Suicide Prevention Messaging: <https://suicidepreventionmessaging.org>

Suicide Prevention Resource Center: <https://www.sprc.org/about-suicide>

Trevor Project: <http://thetrevorproject.org>

U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services

Administration: <http://www.samhsa.gov>

**SUICIDE PREVENTION****Staff Development**

Suicide prevention training shall be provided to teachers, interns, counselors, and others who interact with students, including, as appropriate, substitute teachers, coaches, expanded day learning staff, crossing guards, tutors, and volunteers. The training shall be offered under the direction of a district counselor, psychologist, and/or social worker who has received advanced training specific to suicide and who may collaborate with one or more county or community mental health agencies.

*(cf. 1240 - Volunteer Assistance)*  
*(cf. 4112.21 - Interns)*  
*(cf. 4121 - Temporary/Substitute Personnel)*  
*(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)*  
*(cf. 4131 - Staff Development)*  
*(cf. 4231 - Staff Development)*  
*(cf. 4331 - Staff Development)*  
*(cf. 5142 - Safety)*  
*(cf. 5148 - Child Care and Development)*  
*(cf. 5148.2 - Before/After School Programs)*  
*(cf. 6145.2 - Athletic Competition)*

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Additionally, staff development shall include research and information related to the following topics:

1. The higher risk of suicide among certain groups, including, but not limited to, students who are impacted by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning
2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe or traumatic stressor or loss, family instability, impulsivity, and other factors

*(cf. 5131.6 - Alcohol and Other Drugs)*

3. Identification of students who may be at risk of suicide, including, but not limited to, warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent

**SUICIDE PREVENTION** (continued)

4. Protective factors that may help to decrease a student's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community
5. Instructional strategies for teaching the suicide prevention curriculum, promoting mental and emotional health, reducing the stigma associated with mental illness, and using safe and effective messaging about suicide
6. The importance of early prevention and intervention in reducing the risk of suicide
7. School and community resources and services, including resources and services that meet the specific needs of high-risk groups

*(cf. 5141.6 - School Health Services)*

*(cf. 6164.2 - Guidance/Counseling Services)*

8. Appropriate ways to interact with a student who is demonstrating emotional distress or is suicidal and procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide, including, but not limited to, appropriate protocols for constant monitoring and supervision of the student, during the time the student is in the school's physical custody, while the immediate referral of the student to medical or mental health services is being processed
9. District procedures for responding after a suicide has occurred
10. Common misconceptions about suicide

The district may provide additional professional development in suicide risk assessment and crisis intervention to district mental health professionals, including, but not limited to, school counselors, psychologists, social workers, and nurses.

**Instruction**

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into the health education curriculum in an age and developmentally appropriate manner and shall be designed to help students:

1. Identify and analyze warning signs and risk factors associated with suicide, including, but not limited to, understanding how mental health challenges and emotional distress, such as feelings of depression, loss, isolation, inadequacy, and anxiety, can lead to thoughts of suicide

## **SUICIDE PREVENTION (continued)**

2. Develop coping and resiliency skills for dealing with stress and trauma, and building self-esteem
3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent
4. Identify trusted adults; school resources, including the district's suicide prevention, intervention, and referral procedures; and/or community crisis intervention resources where youth can get help

*(cf. 5141.6 - School Health Services)*

*(cf. 6142.8 - Comprehensive Health Education)*

*(cf. 6164.2 - Guidance/Counseling Services)*

5. Develop help-seeking strategies and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention

*(cf. 5131.6 - Alcohol and Other Drugs)*

6. Recognize that early prevention and intervention can drastically reduce the risk of suicide

The Superintendent or designee may develop and implement school activities that raise awareness about mental health wellness and suicide prevention.

*(cf. 6145.8 - Assemblies and Special Events)*

## **Student Identification Cards**

Student identification cards for students in grades 7-12 shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number. (Education Code 215.5)

## **Intervention**

The Superintendent or designee shall provide the name, title, and contact information of the members of the district and/or school crisis intervention team(s) to students, staff, parents/guardians, and caregivers and on school and district web sites. Such notifications shall identify the mental health professional who serves as the crisis intervention team's designated reporter to receive and act upon reports of a student's suicidal intention.

Students shall be encouraged to notify a teacher, principal, counselor, designated reporter, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

**SUICIDE PREVENTION** (continued)

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, the staff member shall promptly notify the principal, school counselor, or designated reporter, who shall implement district intervention protocols as appropriate.

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, discussed, or referred to with third parties, the counselor may report to the principal or student's parents/guardians when there is reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student or others within the school community. In addition, the counselor may disclose information of a personal nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment, or to report child abuse and neglect as required by Penal Code 11164-11174.3. (Education Code 49602)

*(cf. 5141 - Health Care and Emergencies)*

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.

*(cf. 5138 - Conflict Resolution/Peer Mediation)*

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary
2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened
3. Keeping the student under continuous adult supervision and providing comfort to the student until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene
4. Removing other students from the immediate area as soon as possible

*(cf. 0450 - Comprehensive Safety Plan)*

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

*(cf. 5125 - Student Records)*

**SUICIDE PREVENTION** (continued)

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether it is necessary, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate steps to ensure the student's readiness for return to school and determine the need for ongoing support.

**Postvention**

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. The Superintendent or designee shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. Students significantly affected by suicide death and those at risk of imitative behavior should be identified and closely monitored. School staff may receive assistance from school counselors or other mental health professionals in determining how to best discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

*(cf. 1112 - Media Relations)*

**SUICIDE PREVENTION** (continued)

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.



**SAFE ROUTES TO SCHOOL PROGRAM**

The Governing Board recognizes that walking, bicycling, and other forms of active transport to school increase students' physical activity and reduce vehicle traffic and air pollution in the vicinity of schools. As part of the district's coordinated approach to supporting student wellness and safety and enhancing student learning and achievement, the Superintendent or designee shall develop and implement strategies to establish and encourage safe routes to school program activities.

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 3510 - Green School Operations)*

*(cf. 3514 - Environmental Safety)*

*(cf. 5030 - Student Wellness)*

*(cf. 5142 - Safety)*

All students shall have equitable access and opportunity to participate in the district's safe routes to school program.

*(cf. 0415 - Equity)*

The Superintendent or designee may appoint a program coordinator and identify or establish district and/or school site committees to oversee and coordinate related activities.

The Superintendent or designee may collaborate with local public works and public safety departments, transportation agencies, other city and county agencies, school staff, students, parents/guardians and parent organizations, health organizations, community organizations, and/or businesses in the development, implementation, and evaluation of strategies.

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 1230 - School-Connected Organizations)*

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

*(cf. 1700 - Relations Between Private Industry and the Schools)*

*(cf. 6020 - Parent Involvement)*

Strategies in support of the safe routes to school program shall be based on the grade levels of the students and an assessment of the conditions and needs of each school and the surrounding neighborhoods.

The Superintendent or designee shall explore the availability of grant funds and other sources of funding to support related projects and activities.

*(cf. 1260 - Educational Foundation)*

*(cf. 3100 - Budget)*

*(cf. 3290 - Gifts, Grants and Bequests)*

*(cf. 3470 - Debt Issuance and Management)*

*(cf. 3471 - Parcel Taxes)*

*(cf. 7110 - Facilities Master Plan)*

**SAFE ROUTES TO SCHOOL PROGRAM** (continued)

The Superintendent or designee shall periodically report to the Board on the implementation of program activities and progress toward program goals. Such reports may include, but are not limited to, levels of participation in promotional and educational activities, survey results of parent/guardian attitudes about allowing their child to walk or bicycle to school, tallies of the numbers of students using various modes of travel to and from school and how these numbers have changed over time, records of student attendance and on-time arrival, and injury data within the school and/or district attendance boundaries.

(cf. 0500 - Accountability)

*Legal Reference:*EDUCATION CODE

32282 Comprehensive safety plan

44808 Liability for conduct or safety of students when not on district property

45450-45451 Crossing guards

GOVERNMENT CODE

65352.2 General planning; communication between cities, counties and school districts

STREETS AND HIGHWAYS CODE

2380-2385 Active Transportation Program

VEHICLE CODE

21200-21213 Operation of bicycles, especially:

21212 Helmet required for bicycle, nonmotorized scooter, skateboard, skates

21949-21971 Pedestrian rights and duties

UNITED STATES CODE, TITLE 23

133 Surface transportation block grant program

148 Highway safety improvement program

UNITED STATES CODE, TITLE 42

1758b Local wellness policy

COURT DECISIONS

Cerna v. City of Oakland, (2008) 161 Cal.App.4<sup>th</sup> 1340

*Management Resources:*CALIFORNIA DEPARTMENT OF TRANSPORTATION PUBLICATIONS

Active Transportation Program Fact Sheet, January 2020

ATP Purpose and Goals as Defined by the State Legislature and SB 99, March 2015

NATIONAL CENTER FOR SAFE ROUTES TO SCHOOL PUBLICATIONS

Safe Routes to School Guide

NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION PUBLICATIONS

Advancing Pedestrian and Bicyclist Safety: A Primer for Highway Safety Professionals, April 2016

SAFE ROUTES TO SCHOOL NATIONAL PARTNERSHIP PUBLICATIONS

Safe Routes to School by the Numbers: Using Data to Foster Walking and Biking to School, June 2016

Safe Routes to School 2009 Policy Report: Moving to the Future: Building on Early Achievements, March 2009

*Management Resources continued: (see next page)*

## **SAFE ROUTES TO SCHOOL PROGRAM** (continued)

### *Management Resources: (continued)*

#### **WEB SITES**

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

*California Department of Transportation, Safe Routes to School:*

*<http://www.dot.ca.gov/hq/LocalPrograms/saferoutes/saferoutes.htm>*

*National Center for Safe Routes to School: <http://www.saferoutesinfo.org>*

*National Highway Traffic Safety Administration: <http://www.nhtsa.gov>*

*Safe Routes Partnership: <http://www.saferoutespartnership.org>*

*U.S. Department of Transportation, Federal Highway Administration, Safe Routes to School:*

*[https://www.fhwa.dot.gov/environment/safe\\_routes\\_to\\_school](https://www.fhwa.dot.gov/environment/safe_routes_to_school)*

**SAFE ROUTES TO SCHOOL PROGRAM**

District strategies to improve student safety along routes to school and to promote walking, bicycling, and other forms of active transport to school by students may include:

1. Education activities that promote safety and awareness, such as:
  - a. Instructing students about pedestrian, bicycle, and personal safety
  - b. Instructing students about the health, academic, and environmental benefits of walking, bicycling, and other forms of active transport to school

*(cf. 3510 - Green School Operations)*

*(cf. 5030 - Student Wellness)*

*(cf. 6142.7 - Physical Education and Activity)*

*(cf. 6142.8 - Comprehensive Health Education)*

- c. Offering driver safety information to high school students, parents/guardians, and the community to promote safety around school campuses and routes
2. Encouragement strategies designed to generate interest in active transport to school, such as:
  - a. Organizing or facilitating "walking school buses" and/or "bicycle trains" whereby students walk or bike to school in groups escorted by parents/guardians or other volunteers as needed
  - b. Organizing special events and activities, such as Walk or Bike to School Day, International Walk to School Month, or year-round competitions
  - c. Publicizing the district's efforts in order to build support of parents/guardians and the community, including providing information about the district's safe routes to school program in parent/guardian communications and in any notifications about transportation options

*(cf. 1112 - Media Relations)*

*(cf. 1113 - District and School Web Sites)*

*(cf. 1114 - District Sponsored Social Media)*

*(cf. 3540 - Transportation)*

*(cf. 3541 - Transportation Routes and Services)*

3. Enforcement strategies to deter unsafe behaviors of drivers, pedestrians, and bicyclists, such as:
  - a. Initiating or expanding crossing guard, student safety patrol, and/or parent/guardian safety patrol programs

*(cf. 5142 - Safety)*

**SAFE ROUTES TO SCHOOL PROGRAM** (continued)

- b. Partnering with local law enforcement to help ensure that traffic laws are obeyed in the vicinity of schools and to implement appropriate measures such as placement of speed feedback monitors, ticketing, and/or driver safety campaigns
  - c. Monitoring to ensure that students who bicycle to school or who use skateboards, skates, or nonmotorized scooters wear helmets in accordance with Vehicle Code 21212
- 4. Engineering strategies that address the design, implementation, operation, and maintenance of traffic control devices or physical measures, such as:
  - a. Working with local government agencies, parents/guardians, school staff, and others as appropriate to gather data about environmental conditions and hazards along routes to school

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 1230 - School-Connected Organizations)*

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

*(cf. 1700 - Relations Between Private Industry and the Schools)*

*(cf. 6020 - Parent Involvement)*

- b. Working with local government agencies to make operational and physical improvements that reduce or eliminate hazards, such as reducing motor vehicle traffic speeds in the area and establishing safer and fully accessible crosswalks, walkways, trails, and bikeways
    - c. Assessing the adequacy, accessibility, and safety of bicycle parking at schools and making modifications as needed, such as increasing the number of or relocating bicycle racks and/or equipment storage areas

*(cf. 7111 - Evaluating Existing Buildings)*

- d. Considering safe routes to school when making decisions about siting and designing of new schools

*(cf. 7110 - Facilities Master Plan)*

*(cf. 7150 - Site Selection and Development)*

- 5. Evaluation to assess progress toward program goals, including:
  - a. Gathering and interpreting data based on indicators established by the Superintendent and the Governing Board

**SAFE ROUTES TO SCHOOL PROGRAM** (continued)

- b. Presenting data to the Board, program partners, and the public
- c. Recommending program modifications as needed
- 6. Emerging technologies that aid in the prevention and mitigation of accidents
- 7. Emergency response in managing injuries after an accident occurs, including, but not limited to, training staff, crossing guards, student and/or parent/guardian safety patrols, and other volunteers who assist with drop-off and pick-up in emergency procedures

*(cf. 0450 - Comprehensive Safety Plan)*

- 8. Equity, such that resources are distributed in a manner that provides safe access and participation in an equitable manner

*(cf. 0415 - Equity)*

**SEARCH AND SEIZURE**

The Governing Board is fully committed to promoting a safe learning environment and, to the extent possible, eliminating the possession and use of weapons, illegal drugs, and other controlled substances by students on school premises and at school activities. As necessary to protect the health and welfare of students and staff, and only as authorized by law, Board policy, and administrative regulation, school officials may search students, their property, and/or district property under their control and may seize illegal, unsafe, or otherwise prohibited items. School officials shall exercise discretion and use good judgment when conducting searches.

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

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 1312.1 - Complaints Concerning District Employees)*

*(cf. 3515 - Campus Security)*

*(cf. 3515.3 - District Police/Security Department)*

*(cf. 5131 - Conduct)*

*(cf. 5131.7 - Weapons and Dangerous Instruments)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

The Superintendent or designee shall ensure that staff who conduct student searches receive training regarding the requirements of the district's policy and administrative regulation and other legal issues, as appropriate.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

**Searches Based on Individualized Suspicion**

School officials may search an individual student, the student's property, or district property under the student's control when there is a reasonable suspicion that the search will uncover evidence that the student is violating the law, Board policy, administrative regulation, or other rules of the district or the school. Reasonable suspicion shall be based on specific and objective facts that the search will produce evidence related to the alleged violation.

Any search of a student, the student's property, or district property under the student's control shall be limited in scope and designed to produce evidence related to the alleged violation. Factors to be considered by school officials when determining the scope of the search shall include the danger to the health or safety of students or staff, such as the possession of weapons, drugs, or other dangerous instruments, and whether the item(s) to be searched by school officials are reasonably related to the contraband to be found. In addition, school officials shall consider the intrusiveness of the search in light of the student's age, gender, and the nature of the alleged violation.

## **SEARCH AND SEIZURE (continued)**

The types of student property that may be searched by school officials include, but are not limited to, lockers, desks, purses, backpacks, and student vehicles parked on district property.

A student's personal electronic device may be searched only if a school official, in good faith, believes that an emergency involving danger of death or serious physical injury to the student or others requires access to the electronic device information.

*(cf. 6163.4 - Student Use of Technology)*

Employees shall not conduct strip searches or body cavity searches of any student. (Education Code 49050)

Searches of individual students shall be conducted in the presence of at least two district employees.

The principal or designee shall notify the parent/guardian of a student subjected to an individualized search as soon as possible after the search.

*(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)*

### **Searches of Student Lockers and Desks**

All student lockers and desks are the property of the district. The principal or designee may conduct a general inspection of school properties that are within the control of students, such as lockers and desks, on a regular, announced basis, with students standing by their assigned lockers or desks. Any items contained in a locker or desk shall be considered to be the property of the student to whom the locker or desk was assigned.

### **Use of Metal Detectors**

The Board finds that the presence of weapons in the schools threatens the district's ability to provide the safe and orderly learning environment to which district students and staff are entitled. The Board also finds that metal detector searches offer a reasonable means to keep weapons out of the schools and mitigate the fears of students and staff.

The Superintendent or designee shall use metal detectors as necessary to keep weapons out of schools and help provide a safe learning environment. The Superintendent or designee shall establish a plan to ensure that metal detector searches are conducted in a uniform and consistent manner.



## **SEARCH AND SEIZURE** (continued)

### **Use of Contraband Detection Dogs**

In an effort to keep the schools free of dangerous contraband, the district may use specially trained, nonaggressive dogs to sniff out and alert staff to the presence of substances prohibited by law or Board policy. The dogs may sniff the air around lockers, desks, or vehicles on district property or at district-sponsored events. Dogs shall not sniff within the close proximity of students or other persons and may not sniff any personal items on those persons without individualized suspicion.

*Legal Reference: (see next page)*

## SEARCH AND SEIZURE (continued)

### Legal Reference:

#### EDUCATION CODE

32280-32289 School safety plans

35160 Authority of governing boards

35160.1 Broad authority of school districts

48900-48927 Suspension and expulsion

49050-49051 Searches by school employees

49330-49334 Injurious objects

#### PENAL CODE

626.9 Firearms

626.10 Dirks, daggers, knives or razor

1546-1546.1 Production of or access to electronic communication information

#### CALIFORNIA CONSTITUTION

Article I, Section 28(c) Right to Safe Schools

#### COURT DECISIONS

*In G.C. v. Owensboro Public Schools* (6th Cir. 2013) 711 F.3d 623

*In re Sean A.* (2010) 191 Cal. App. 4th 182

*Redding v. Safford Unified School District*, (2009) 557 U.S. 364

*Jennings v. Joshua Independent School District* (5th Cir. 1992) 948 F.2d 194

*In re Cody S.*, 121 Cal. App. 4th 86, 92 (2004)

*Klump v. Nazareth Area School District* (E.D. Pa. 2006) 425 F. Supp. 2d 622, 640

*In Re William V.* (2003) 111 Cal.App.4th 1464

*B.C. v. Plumas* (9th Cir. 1999) 192 F.3d 1260

*In re Latasha W.* (1998), 60 Cal. App. 4th 1524

*O'Connor v. Ortega*, (1987) 480 U.S. 709

*In re William G* (1985) 40 Cal. 3d 550

*New Jersey v. T.L.O.*, (1985) 469 U.S. 325

*Horton v. Goose Creek Independent School District*, (5th Cir. 1982) 690 F.2d 470

*Zamora v. Pomeroy*, (10th Cir. 1981) 639 F.2d 662

#### ATTORNEY GENERAL OPINIONS

83 *Ops.Cal.Atty.Gen.* 257 (2000)

75 *Ops.Cal.Atty.Gen.* 155 (1992)

### Management Resources:

#### NATIONAL INSTITUTE OF JUSTICE PUBLICATIONS

*The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and*

*Law Enforcement Agencies*, 1999

#### WEB SITES

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

California Attorney General's Office: <http://caag.state.ca.us>

California Department of Education, Safe Schools: <http://www.cde.ca.gov/lss>

National Institute of Justice: <http://www.ojp.usdoj.gov/nij>

**HATE-MOTIVATED BEHAVIOR**

The Governing Board is committed to providing a respectful, inclusive, and safe learning environment that protects students from discrimination, harassment, intimidation, bullying, or any other type of behavior that is motivated by hate.

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

*(cf. 0415 - Equity)*

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 3515.4 - Recovery for Property Loss or Damage)*

*(cf. 5131- Conduct)*

*(cf. 5131.2 - Bullying)*

*(cf. 5131.5 - Vandalism and Graffiti)*

*(cf. 5136 - Gangs)*

*(cf. 5137 - Positive School Climate)*

*(cf. 5141.52 - Suicide Prevention)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

*Hate-motivated behavior* is any behavior intended to cause emotional suffering, physical injury, or property damage through intimidation, harassment, bigoted slurs or epithets, force or threat of force, or vandalism motivated in part or in whole by bias or hostility toward the victim's real or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55.

The Superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents in a timely manner when they occur.

The Superintendent or designee shall collaborate with regional programs and community organizations to promote an environment where diversity is celebrated and hate-motivated behavior is not tolerated. Such collaborative efforts shall focus on the development of effective prevention strategies and response plans, provision of assistance to students affected by hate-motivated behavior, and/or education of students who have perpetrated hate-motivated acts.

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

*(cf. 1700 - Relations Between Private Industry and the Schools)*

*(cf. 5148.2 - Before/After School Programs)*

The district shall provide students with age-appropriate instruction that:

1. Includes the development of social-emotional learning

**HATE-MOTIVATED BEHAVIOR** (continued)

2. Promotes an understanding, awareness, appreciation, and respect for human rights, human relations, diversity, and acceptance in a multicultural society
3. Explains the harm and dangers of explicit and implicit biases
4. Discourages discriminatory attitudes and practices
5. Provides strategies to manage conflicts constructively

*(cf. 5138 - Conflict Resolution/Peer Mediation)*

*(cf. 6142.3 - Civic Education)*

*(cf. 6142.4 - Service Learning/Community Service Classes)*

*(cf. 6142.94 - History-Social Science Instruction)*

As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

*(cf. 6164.2 - Guidance/Counseling Services)*

When appropriate, students who engage in hate-motivated behavior shall be disciplined.

*(cf. 5144 - Discipline)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

The Superintendent or designee shall provide staff with training that:

1. Promotes an understanding of diversity, equity, and inclusion
2. Discourages the development of discriminatory attitudes and practices
3. Includes social-emotional learning and nondiscriminatory instructional and counseling methods
4. Supports the prevention, recognition, and response to hate-motivated behavior
5. Raises the awareness and sensitivity of staff to potentially prejudicial and discriminatory behavior
6. Includes effective enforcement of rules for appropriate student conduct

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

## **HATE-MOTIVATED BEHAVIOR** (continued)

Employees who engage in hate-motivated behavior shall be subject to disciplinary action, up to and including dismissal.

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

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

Rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident shall be provided to students, staff, and parents/guardians.

This policy shall be posted in a prominent location on the district's web site in a manner that is readily and easily accessible to parents/guardians and students. (Education Code 234.6)

*(cf. 1113 - District and School Web Sites)*

### **Complaints**

Any staff member who is notified that hate-motivated behavior has occurred, observes such behavior, or otherwise becomes aware of an incident shall immediately contact the compliance officer responsible for coordinating the district's response to complaints and complying with state and federal civil rights laws. As appropriate, the staff member shall also contact law enforcement.

*(cf. 3515.3 - District Police/Security Department)*

*(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)*

A student or parent/guardian who believes the student is a victim of hate-motivated behavior is encouraged to report the incident to a teacher, the principal, the district's compliance officer, or other staff member.

Any complaint of hate-motivated behavior shall be investigated and, if determined to be discriminatory, shall be resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures or other applicable procedure. If, during the investigation, it is determined that a complaint is about nondiscriminatory behavior, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

*(cf. 1312.1 - Complaints Concerning District Employees)*

*(cf. 1312.3 - Uniform Complaint Procedures)*

*(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)*

*Legal Reference: (see next page)*

## **HATE-MOTIVATED BEHAVIOR (continued)**

### *Legal Reference:*

#### EDUCATION CODE

200-262.4 Prohibition of discrimination

32282 School safety plans

48900.3 Suspension for hate violence

48900.4 Suspension or expulsion for harassment, threats, or intimidation

#### GOVERNMENT CODE

11135 Prohibition of discrimination in programs or activities

#### PENAL CODE

422.55 Definition of hate crime

422.6 Crimes, harassment

#### CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

#### CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

#### CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.30 Discrimination on the basis of sex in education programs and activities; definitions

106.44 Recipient's response to sexual harassment

106.45 Grievance process for formal complaints of sexual harassment

110.25 Prohibition of discrimination based on age

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Bullying at School, 2003

#### CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

#### HUMAN RIGHTS CAMPAIGN FOUNDATION PUBLICATIONS

California LGBTQ Youth Report, 2019

#### U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Harassment and Bullying, October 2010

Dear Colleague Letter: Prohibited Disability Harassment, July 2000

#### WEB SITES

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

California Association of Human Relations Organizations: <http://www.cahro.org>

California Department of Education: <http://www.cde.ca.gov>

California Office of the Attorney General: <http://oag.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Department of Health and Human Services: <http://www.stopbullying.gov>

U.S. Department of Justice: <https://www.justice.gov>

**CHILD CARE AND DEVELOPMENT**

The Governing Board desires to provide child care and development services which meet the developmental needs of children and offer a convenient child care alternative for parents/guardians in the community.

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 5148.3 - Preschool/Early Childhood Education)*

*(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)*

*(cf. 6175 - Migrant Education Program)*

The Board may enter into a contract with the California Department of Social Services (CDSS) for the provision of child care and development services by the district.

*(cf. 3312 - Contracts)*

The district may work cooperatively with the local child care and development planning council, public and private agencies, parents/guardians, and other community members to assess child care needs in the community, establish program priorities, obtain ongoing feedback on program quality, and supply information about child care options.

*(cf. 1020 - Youth Services)*

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

*(cf. 1700 - Relations Between Private Industry and the Schools)*

The Board shall approve for the district's child care and development program a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR 18272-18281 and the accompanying administrative regulation. (5 CCR 18271)

*(cf. 0000 - Vision)*

*(cf. 0100 - Philosophy)*

*(cf. 0200 - Goals for the School District)*

**Eligibility and Enrollment**

Child care admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the child care center's program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and health examination requirements. (5 CCR 18105; 22 CCR 101218)

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

*(cf. 3540 - Transportation)*

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

*(cf. 5141.22 - Infectious Diseases)*

*(cf. 5141.3 - Health Examinations)*

*(cf. 5141.31 - Immunizations)*

## **CHILD CARE AND DEVELOPMENT (continued)**

The Superintendent or designee shall ensure that subsidized child care is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8263 and 5 CCR 18106.

To the extent that space is available after the enrollment of children who are eligible for subsidized services, priority for admissions shall be given to district students, children of district students, and children of district employees.

*(cf. 5111.1 - District Residency)*

*(cf. 5146 - Married/Pregnant/Parenting Students)*

### **Staffing**

The Superintendent or designee shall ensure that individuals working in child care and development programs have the necessary qualifications and have satisfied all legal requirements.

*(cf. 1240 - Volunteer Assistance)*

*(cf. 4112.2 - Certification)*

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

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

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

### **Facilities**

Upon recommendation of the Superintendent or designee, the Board may approve any of the following for the provision of child care and development services:

1. The use of existing district facilities that have capacity
2. Renovation or improvement of district facilities to make them suitable for such services
3. Purchase of relocatable child care facilities
4. Inclusion of child care facilities in any new construction
5. Agreement with a public agency or community organization for the use of community facilities

*(cf. 1330.1 - Joint Use Agreements)*

*(cf. 7110 - Facilities Master Plan)*



## **CHILD CARE AND DEVELOPMENT (continued)**

The Superintendent or designee shall ensure that facilities used for child care services meet all applicable health and safety standards. (5 CCR 18020; 22 CCR 101238-101239.2)

### **Complaints**

For a licensed child care center, any complaint alleging health and safety violations shall be referred to CDSS. (5 CCR 4611)

Any other alleged violation of state or federal laws governing child care and development programs shall be investigated and resolved using the district's procedures in BP/AR 1312.3 - Uniform Complaint Procedures.

*(cf. 1312.3 - Uniform Complaint Procedures)*

### **Program Evaluation**

The Superintendent or designee shall annually conduct an evaluation of the district's child care and development services in accordance with state requirements. The results of the evaluation shall be used to develop an action plan which establishes program goals and objectives for the coming year and addresses any areas identified as needing improvement. (5 CCR 18279-18281)

*(cf. 0500 - Accountability)*

*Legal Reference: (see next page)*

## **CHILD CARE AND DEVELOPMENT (continued)**

*Legal Reference:*

**EDUCATION CODE**

8200-8499.10 *Child Care and Development Services Act, especially:*  
8200-8209 *General provisions for child care and development services*  
8210-8216 *Resource and referral program*  
8220-8226 *Alternative payment program*  
8230-8233 *Migrant child care and development program*  
8235-8239 *California state preschool program*  
8240-8244 *General child care programs*  
8250-8252 *Programs for children with special needs*  
8263 *Eligibility and priorities for subsidized child development services*  
8263.3 *Disenrollment of families due to reduced funding levels*  
8263.4 *Enrollment of students ages 11-12 years*  
8273-8273.3 *Fees*  
8360-8370 *Personnel qualifications*  
8400-8409 *Contracts*  
8482-8484.65 *After-school education and safety program*  
8484.7-8484.8 *21st Century community learning centers*  
8493-8498 *Facilities*  
8499-8499.7 *Local planning councils*  
49540-49546 *Child care food program*  
49570 *National School Lunch program*  
56244 *Staff development funding*

**HEALTH AND SAFETY CODE**

1596.70-1596.895 *California Child Day Care Act*  
1596.90-1597.21 *Day care centers*  
120325-120380 *Immunization requirements*

**WELFARE AND INSTITUTIONS CODE**

10200-10206 *Early Childhood Development Act of 2020*

**CODE OF REGULATIONS, TITLE 5**

4610-4687 *Uniform complaint procedures*  
18000-18434 *Child care and development programs, especially:*  
18012-18122 *General requirements*  
18180-18192 *Federal and state migrant programs*  
18210-18213 *Severely handicapped program*  
18220-18231 *Alternative payment program*  
18240-18248 *Resource and referral program*  
18270-18281 *Program quality, accountability*  
18290-18292 *Staffing ratios*  
18295 *Waiver of qualifications for site supervisor*  
18300-18308 *Appeals and dispute resolution*  
80105-80125 *Commission on Teacher Credentialing, child care and development permits*

*Legal Reference continued: (see next page)*

## **CHILD CARE AND DEVELOPMENT (continued)**

### *Legal Reference: (continued)*

#### CODE OF REGULATIONS, TITLE 22

101151-101239.2 *General requirements, licensed child care centers, especially:*

101151-101163 *Licensing and application procedures*

101212-101231 *Continuing requirements*

101237-101239.2 *Facilities and equipment*

#### UNITED STATES CODE, TITLE 42

1751-1769j *National School Lunch Programs*

9831-9852 *Head Start programs*

9858-9858q *Child care and development block grant*

#### CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 *National School Lunch program*

#### CODE OF FEDERAL REGULATIONS, TITLE 45

98.2-98.93 *Child care and development fund*

#### COURT DECISIONS

*CBS Inc. v. The Superior Court of Los Angeles County, State Department of Social Services, (2001)*

91 Cal.App.4th 892

### *Management Resources:*

#### WEB SITES

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

California Association for the Education of Young Children: <http://www.caeyc.org>

California Child Development Administrators Association: <http://www.cddaa.org>

California Department of Education, Early Education and Support Division:

<http://www.cde.ca.gov/sp/cd>

California Department of Education, Early Education Management Bulletins:

<http://www.cde.ca.gov/sp/cd/ci/allmbs.asp>

California Department of Social Services: <https://www.cdss.ca.gov>

California Head Start Association: <http://caheadstart.org>

California School-Age Consortium: <http://calsac.org>

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

National Association for the Education of Young Children: <http://www.naeyc.org>

U.S. Department of Education: <http://www.ed.gov>

Policy  
adopted:

CSBA MANUAL MAINTENANCE SERVICE  
June 2021

**CHILD CARE AND DEVELOPMENT**

**Licensing**

All district child care and development services shall be licensed by the California Department of Social Services, unless exempted pursuant to Health and Safety Code 1596.792 or 22 CCR 101158.

The license shall be posted in a prominent, publicly accessible location in the facility. (Health and Safety Code 1596.8555)

Licensed child care centers shall be subject to the requirements of Health and Safety Code 1596.70-1597.21, 22 CCR 101151-101239.2, and, when applicable, 22 CCR 101451-101539.

**Program Components**

The district's child care and development program shall include the following components:

1. The use of a developmental profile reflecting each child's physical, cognitive, social, and emotional development to plan and conduct developmentally and age appropriate activities (Education Code 8203.5; 5 CCR 18272)

Program staff shall complete the developmental profile for each child who is enrolled in the program for at least 10 hours per week and for any child with disabilities regardless of the number of hours enrolled. The profile shall be completed within 60 days of enrollment and at least once every six months thereafter for children of all ages. (Education Code 8203.5; 5 CCR 18270.5, 18272)

2. An educational program that complies with 5 CCR 18273, including the provision of services that are developmentally, linguistically, and culturally appropriate and inclusive of children with special needs

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 5148.3 - Preschool/Early Childhood Education)*

*(cf. 6159 - Individualized Education Program)*

*(cf. 6164.6 - Identification and Education Under Section 504)*

*(cf. 6174 - Education for English Learners)*

3. A staff development program which complies with 5 CCR 18274

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

**CHILD CARE AND DEVELOPMENT** (continued)

4. Parent/guardian involvement and education that comply with 5 CCR 18275 and include an orientation, at least two individual conferences per year, meetings with program staff, an advisory committee, participation in daily activities, and information regarding their child's progress

*(cf. 6020 - Parent Involvement)*

5. A health and social services component that complies with 5 CCR 18276 and includes referrals to appropriate community agencies as needed

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

*(cf. 5141 - Health Care and Emergencies)*

*(cf. 5141.23 - Asthma Management)*

*(cf. 5141.6 - School Health Services)*

6. A community involvement component that complies with 5 CCR 18277

7. As applicable, a nutrition component that ensures children in the program are provided nutritious meals, beverages, and snacks that meet state and federal standards and have access to drinking water throughout the day, including meal times (Health and Safety Code 1596.808; 5 CCR 18278; 42 USC 1766)

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

*(cf. 5030 - Student Wellness)*

*(cf. 5141.27 - Food Allergies/Special Dietary Needs)*

8. Programs that promote age-appropriate structured and unstructured opportunities for physical activity and that limit the amount of time spent in sedentary activities to an appropriate level

9. An annual plan for program evaluation which conforms with the state's system and includes a self-evaluation, parent/guardian survey, and environment rating scale (5 CCR 18270.5, 18279, 18280)

*(cf. 0500 - Accountability)*

**Health and Safety**

When a child enrolls or reenrolls in a licensed child care program, the center shall provide the child's parent/guardian with written information on the risks and effects of lead exposure, blood lead testing recommendations and requirements, and options for obtaining blood lead testing, including any state or federally funded programs that offer free or discounted tests. (Health and Safety Code 1596.7996)

*(cf. 5145.6 - Parental Notifications)*

**CHILD CARE AND DEVELOPMENT** (continued)

If a licensed child care center is located in a building that was constructed before January 1, 2010, the center shall have its drinking water tested for lead contamination every five years following an initial test conducted between January 1, 2020 and January 1, 2023. The center shall notify the parents/guardians of enrolled children of the requirement to test a facility's drinking water and of the test results. If notified of elevated lead levels, the center shall immediately make inoperable and cease using the fountains and faucets where elevated lead levels may exist and shall obtain a potable source of water for children and staff at that location. (Health and Safety Code 1597.16)

**Staffing**

The district's child care and development program shall maintain at least the minimum adult-child and teacher-child ratios specified in 5 CCR 18290-18292 based on the ages of the children served.

All persons employed at a licensed district child care center and all volunteers who provide care and supervision to children at such a center shall be immunized against influenza, pertussis, and measles. If they meet all other requirements for employment or volunteering, as applicable, but need additional time to obtain and provide immunization records, they may be employed or volunteer conditionally for a maximum of 30 days upon signing and submitting a written statement attesting that they have been immunized as required. In addition, employees and volunteers shall receive an influenza vaccination between August 1 and December 1 of each year. A person shall be exempt from these requirements only under any of the following circumstances: (Health and Safety Code 1596.7995)

1. The person submits a written statement from a licensed physician declaring either that immunization is not safe because of the person's physical condition or medical circumstances or that the person has evidence of current immunity to influenza, pertussis, and measles.
2. In the case of the influenza vaccine, the person submits a written declaration declining the vaccination.
3. In the case of the influenza vaccine required during the first year of employment or volunteering, the vaccine is not timely because the person was hired after December 1 of the previous year and before August 1 of the current year.

(cf. 1240 - Volunteer Assistance)

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

Documentation of the required immunizations or exemptions from immunization shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

**CHILD CARE AND DEVELOPMENT** (continued)

In addition to the above immunization requirements, teachers employed in a licensed child care center shall present evidence of a current tuberculosis clearance and meet other requirements specified in Health and Safety Code 1597.055. (Health and Safety Code 1597.055)

**Eligibility and Enrollment**

The district's subsidized child care and development services may be available to infants and children through 12 years of age and to individuals with disabilities through 21 years of age in accordance with their individualized education program and Education Code 8208. (Education Code 8208, 8263.4; 5 CCR 18089, 18407, 18422)

Eligible families shall be those who document both an eligibility basis and a need for care, as follows: (Education Code 8263, 8263.1)

1. The family is eligible for subsidized services on the basis of being a current aid recipient, income eligible, or homeless and/or the family's children are recipients of protective services or have been identified as being or at risk of being abused, neglected, or exploited.
2. The family has a need for child care based on either of the following:
  - a. The unavailability of the parents/guardians to care for and supervise their children for some portion of the day because they are participating in vocational training leading directly to a recognized trade, paraprofession, or profession; are engaged in an educational program for English language learners or to attain a high school diploma or general educational development certificate; are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated
  - b. The child is identified by a legal, medical, or social services agency, the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of protective services, as being or at risk of being neglected, abused, or exploited, or as being homeless

The Superintendent or designee shall maintain a district waiting list in accordance with admission priorities. As vacancies occur, applicants shall be contacted in order of their priority. (5 CCR 18106)

First priority for enrollment shall be given to neglected or abused children who are recipients of child protective services, or children who are at risk of being neglected or abused, upon written referral from a legal, medical, or social services agency. If unable to enroll a child in

**CHILD CARE AND DEVELOPMENT** (continued)

this category, the district shall refer the child's parent/guardian to local resource and referral services so that services for the child can be located. (Education Code 8263)

Second priority for enrollment shall be given to families who are income eligible, as defined in Education Code 8263.1. Families with the lowest gross monthly income in relation to family size shall be admitted first. If two or more families are in the same priority in relation to income, the family that has a child with disabilities shall be admitted first or, if there is no child with disabilities, the family that has been on the waiting list for the longest time shall be admitted first. (Education Code 8263, 8263.1)

The district shall allow eligible children 11-12 years of age to combine enrollment in a before-school or after-school program with subsidized child care services during the time that the before-school or after-school program does not operate. Children 11-12 years of age, except for children with disabilities, shall be eligible for subsidized child care services only for the portion of care needed that is not available in a before-school or after-school program. (Education Code 8263.4)

After all children eligible for subsidized services have been enrolled, the district may enroll children in accordance with the priorities established by the Governing Board.

The district's decision to approve or deny services shall be communicated to the parent/guardian through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 18094, 18118)

Upon establishing eligibility for services, a family shall be eligible for and shall receive services for not less than 12 months before having the family's eligibility or need recertified and shall not be required to report changes to income or other changes for at least 12 months. However, a family establishing eligibility on the basis of income shall report any increases in income that exceed the threshold for ongoing income eligibility specified in Education Code 8263.1, and the family's ongoing eligibility shall be recertified at that time. At any time a family may voluntarily report income or other changes, which shall be used, as applicable, to reduce the family's fees, increase the family's services, or extend the period of eligibility before recertification. (Education Code 8263)

The Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 18095, 18119)

1. A determination made during recertification or the update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified



**CHILD CARE AND DEVELOPMENT** (continued)

2. Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing
3. An indication by the parent/guardian that the service is no longer wanted
4. The death of a parent/guardian or child
5. The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate

The Superintendent or designee shall establish and maintain a basic data file for each family receiving child care and development services containing the completed and signed application for services, documentation used to determine the child's eligibility and need, and copies of all Notices of Action. (5 CCR 18081, 18095)

**Fees and Charges**

Except when offering a program that is prohibited by law from charging any fees, the Superintendent or designee may charge fees for services according to the state fee schedule, the actual cost of services, or the maximum daily/hourly rate specified in the contract, whichever is least. (Education Code 8250, 8263, 8273, 8273.1, 8447; 5 CCR 18078, 18108-18110)

However, no fee shall be charged to a family that is receiving CalWORKS cash aid, an income-eligible family whose child is enrolled in a part-day California State Preschool Program, or a family whose income level, in relation to family size, is less than the first entry in the fee schedule. (Education Code 8273.1; 5 CCR 18110)

In addition, any family receiving child care on the basis of having a child who is a recipient of child protective services, or having a certification by a county child welfare agency that child care services continue to be necessary, may be exempt from these fees for up to 12 months. (Education Code 8273.1)

Fees shall be assessed at initial enrollment and reassessed when a family is recertified or experiences a change in status. Fees shall be considered delinquent after seven days from the date that fees are due. Parents/guardians shall be notified in the event that fees are delinquent. If a reasonable plan for payment of the delinquent fees has not been provided by the parents/guardians, services shall be terminated if all delinquent fees are not paid within two weeks of such notification. Parents/guardians shall receive a copy of the district's regulations regarding fee collection at the time of initial enrollment into the program. (Education Code 8273; 5 CCR 18082, 18114, 18115)

**CHILD CARE AND DEVELOPMENT** (continued)

The Superintendent or designee shall establish a process that involves parents/guardians in determining whether to require parents/guardians to provide diapers. This process shall also be used to determine whether and how much to charge parents/guardians for field trip expenses, within the limit specified in law. A child shall not be denied participation in a field trip due to the parent/guardian's inability or refusal to pay the fee, and no adverse action shall be taken against a parent/guardian for that inability or refusal. (Education Code 8273.3)

**Disenrollment**

When necessary due to a reduction in state reimbursements, families shall be disenrolled from subsidized child care and development services in the following order: (Education Code 8263.3)

1. Families with the highest income in relation to family size shall be disenrolled first.
2. If two or more families have the same income ranking, children without disabilities who have been enrolled in child care services the longest shall be disenrolled first. After all children without disabilities have been disenrolled, children with disabilities shall be disenrolled, with those who have been enrolled in child care services the longest being disenrolled first.
3. Families whose children are receiving child protective services or are at risk of neglect, abuse, or exploitation, regardless of family income, shall be disenrolled last.

**Health Examination and Immunizations**

Prior to or within six weeks of enrollment, a child enrolling in a child care center shall obtain a physical examination and evaluation and receive age-appropriate immunizations. (Education Code 8263)

*(cf. 5141.3 - Health Examinations)*

*(cf. 5141.31 - Immunizations)*

The requirement for a physical examination and evaluation shall be waived if a parent/guardian submits a letter stating that such examination is contrary to the parent/guardian's religious beliefs. (Education Code 8263)

A child may be exempted from the immunization requirements only if: (Health and Safety Code 120335)

1. A licensed physician indicates that immunization is not safe due to the physical condition or medical circumstances of the child.

**CHILD CARE AND DEVELOPMENT** (continued)

A medical exemption shall be submitted using the standardized medical exemption certification form developed by California Department of Public Health and transmitted using the California Immunization Registry. The request shall include, but not be limited to, a description of the medical basis for which the exemption for each individual immunization is sought and whether the medical exemption is permanent or temporary, including the date upon which a temporary medical exemption will expire. A temporary exemption shall not exceed one year. (Health and Safety Code 120372)

2. The parent/guardian submitted a letter or affidavit prior to January 1, 2016 stating that such examination is contrary to the parent/guardian's personal beliefs. An exemption from immunization granted for personal beliefs is effective only until the next grade span (i.e., birth through preschool, grades K-6, and grades 7-12).

If there is good cause to believe that a child is suffering from a recognized contagious or infectious disease, the child shall be temporarily excluded from the child care and development program until it is determined that the child is not suffering from that contagious or infectious disease. (Education Code 8263)

*(cf. 5141.22 - Infectious Diseases)*

**Attendance**

Sign-in and sign-out sheets shall be used daily for all children for attendance accounting purposes. Attendance records shall include verification of excused absences, including the child's name, date(s) of absence, specific reason for absence, and signature of parent/guardian or district representative. (5 CCR 18065, 18066)

Absences shall be excused for the following reasons:

1. Illness or quarantine of the child or of the parent/guardian (Education Code 8208)
2. Family emergency (Education Code 8208)

A family emergency shall be considered to exist when unforeseen circumstances cause the need for immediate action, such as may occur in the event of a natural disaster or when a member of the child's immediate family dies, has an accident, or is required to appear in court.

3. Time spent with a parent/guardian or other relative as required by a court of law (Education Code 8208)

**CHILD CARE AND DEVELOPMENT** (continued)

4. Time spent with a parent/guardian or other relative which is clearly in the best interest of the child (Education Code 8208)

An absence shall be considered to be in the best interest of the child when the time is spent with the child's parent/guardian or other relative for reasons deemed justifiable by the program coordinator or site supervisor.

Except for children who are recipients of child protective services or are at risk of abuse or neglect, excused absences in the best interest of the child shall be limited to 10 days during the contract period. (5 CCR 18066)

Any absence due to a reason other than any of those stated above, or without the required verification, shall be considered an unexcused absence. After three unexcused absences during the year, the program coordinator or site supervisor shall notify the child's parent/guardian. Children who continue to have excessive unexcused absences may be removed from the program at the discretion of the program coordinator in order to accommodate other families on the waiting list for admission.

Parents/guardians shall be notified of the policies and procedures related to excused and unexcused absences for child care and development services. (5 CCR 18066)

**Rights of Parents/Guardians**

At the time a child is accepted into a licensed child care and development center, the child's parent/guardian or authorized representative shall be notified of the rights specified in 22 CCR 101218.1, including, but not limited to, the right to enter and inspect the child care facility and the right to be informed, upon request, of the name and type of association to the center of any adult who has been granted a criminal record exemption. (Health and Safety Code 1596.857; 22 CCR 101218.1)

The written notice of parent/guardian rights also shall be permanently posted within the facility in a location accessible to parents/guardians. Notwithstanding these rights, access to the facility may be denied to an adult whose behavior presents a risk to children present in the facility or to noncustodial parents/guardians when so requested by the responsible parent/guardian. (Health and Safety Code 1596.857)

In addition, if a parent/guardian disagrees with any district action to deny a child's eligibility for subsidized child care services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, the parent/guardian may file a request for a hearing with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for a hearing, the Superintendent

**CHILD CARE AND DEVELOPMENT** (continued)

or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR 18120)

The hearing shall be conducted in accordance with the procedures specified in 5 CCR 18120 by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, the parent/guardian may, within 14 calendar days, appeal the decision to the CDE. (5 CCR 18120-18122)

**Records**

The Superintendent or designee shall maintain records of enrollment, attendance, types of families served, income received from all families participating in the district's child care and development program, and any other records required under the state contract.

*(cf. 3580 - District Records)*

*(cf. 5125 - Student Records)*

**ENVIRONMENTAL EDUCATION**

The Governing Board recognizes that schools play a crucial role in educating students about the relationship between humans and the natural world and in preparing them to have the skills, knowledge, and principles needed to solve environmental problems. The Board believes that all students should understand ecological systems and the impact of human action on such systems, including, but not limited to, climate change. The district's environmental education program shall promote environmental literacy and shall prepare students to be stewards of natural resources and live an environmentally sustainable lifestyle.

*(cf. 6000 - Concepts and Roles)*

*(cf. 6142.3 - Civic Education)*

The district's local control and accountability plan may include local goals and priorities for environmental literacy.

*(cf. 0460 - Local Control and Accountability Plan)*

The district's environmental education program may be taught across the district curriculum in science, history-social science, English language arts, health, and, to the extent practicable, mathematics. Such instruction shall be aligned with state-adopted standards and curriculum frameworks and may include, but not be limited to, the interactions and interdependence of human societies and natural systems, people's dependence and influence on natural systems, the ways that natural systems change and how people can benefit and influence that change, the fact that there are no boundaries to prevent matter from flowing between systems, and the fact that decisions affecting resources and natural systems are complex and involve many factors.

*(cf. 6011 - Academic Standards)*

*(cf. 6141 - Curriculum Development and Evaluation)*

*(cf. 6142.93 - Science Instruction)*

*(cf. 6143 - Courses of Study)*

The district's program may also provide for active student participation in onsite resource conservation and management programs and the promotion of service learning partnerships. The Superintendent or designee may collaborate with other local educational agencies and/or community-based organizations to enhance the curriculum and learning experiences provided to students.

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

*(cf. 3511 - Energy and Water Management)*

*(cf. 3511.1 - Integrated Waste Management)*

*(cf. 3514 - Environmental Safety)*

*(cf. 5030 - Student Wellness)*

*(cf. 6142.4 - Service Learning/Community Service Classes)*

*(cf. 6153 - School-Sponsored Trips)*

**ENVIRONMENTAL EDUCATION** (continued)

The Superintendent or designee shall ensure that environment-based learning experiences are made available on an equitable basis and that the environmental literacy curriculum reflects the linguistic, ethnic, and socioeconomic diversity of California.

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

(cf. 0415 - Equity)

As appropriate, the Superintendent or designee shall provide professional development for teachers in the development and effective implementation of curriculum and activities inside and outside of the classroom that promote environmental literacy.

*Legal Reference:*EDUCATION CODE

8700-8707 Environmental education

8720-8723 Conservation education service

8760-8773 Outdoor science, conservation, and forestry

33541 Science requirements

37222 John Muir; recognition of his contributions

51210 Areas of study, grades 1-6

51220 Areas of study, grades 7-12

51227.3 Environmental principles and concepts

51795-51797 School instructional gardens

60041 Ecological systems and their protection

PUBLIC RESOURCES CODE

71300-71305 Statewide environmental education

*Management Resources:*WEB SITES

California Department of Education, Environmental Education and Environmental Literacy:

<http://www.cde.ca.gov/pd/ca/sc/oeintrod.asp>

California Education and the Environment Initiative: <https://www.californiaeei.org>

California Regional Environmental Education Community: <http://www.creec.org>

Green Schoolyards America: <https://www.greenschoolyards.org>

Green Schoolyards America, National COVID-19 Outdoor Learning Initiative:

<https://www.greenschoolyards.org/covid-learn-outside>

North American Association for Environmental Education:

<https://naaee.org/our-work/programs/eeworks>

**STATE ACADEMIC ACHIEVEMENT TESTS**

The Superintendent or designee shall administer the California Assessment of Student Performance and Progress (CAASPP) to all district students at applicable grade levels, except those students exempted by law.

The students of any charter school that receives its state funding allocation through the district shall be tested in coordination with the testing of district students. In addition, the Superintendent or designee shall arrange for the testing of students in any alternative education program or program conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or nonpublic, nonsectarian schools. No test shall be administered in a home or hospital except by a test administrator or test examiner. (5 CCR 851)

*(cf. 0420.4 - Charter School Authorization)*

*(cf. 0420.41 - Charter School Oversight)*

*(cf. 6158 - Independent Study)*

*(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)*

*(cf. 6181 - Alternative Schools/Programs of Choice)*

*(cf. 6183 - Home and Hospital Instruction)*

*(cf. 6184 - Continuation Education)*

*(cf. 6185 - Community Day School)*

On or before July 1 of each year, the Superintendent or designee shall identify any district school(s) with students who are unable to access the computer-based assessment of a CAASPP test and shall report the number of such students to the test contractor. If available, a paper and pencil version of the assessment may be administered to such students. (5 CCR 853, 857)

On or before July 1 of each year, the Superintendent or designee shall designate a district coordinator who shall oversee all matters related to the testing program and serve as the district representative and liaison with the test contractor and the California Department of Education (CDE). The Superintendent or designee shall also designate a coordinator for each test site. The duties of the district and site test coordinators shall include those specified in 5 CCR 857-858. (5 CCR 857-858)

The Superintendent or designee also shall appoint trained test administrator(s) to administer the CAASPP achievement tests and test examiner(s) to administer the California Alternate Assessments. A test examiner shall be a certificated or licensed employee or contractor of the district or county office of education. (5 CCR 850)

*(cf. 4112.2 - Certification)*

*(cf. 4113 - Assignment)*

As appropriate, the Superintendent or designee shall assign a specially trained district employee to serve as a test proctor to assist the test examiner; a specially trained district



**STATE ACADEMIC ACHIEVEMENT TESTS** (continued)

employee, or other person supervised by a district employee, to serve as a translator to translate the test directions into a student's primary language; and a district employee to serve as a scribe to transcribe a student's responses to the format required by the test. A student's parent/guardian or sibling shall not be eligible to be that student's translator or scribe. (5 CCR 850)

All test administrators, test examiners, proctors, translators, scribes, district and site test coordinators, and other persons having access to any of the CAASPP achievement tests and corresponding test materials, assessment technology platform, or tests administered pursuant to Education Code 60640 shall acknowledge the limited purpose of their access to the achievement tests by signing a test security affidavit. In addition, all district and site test coordinators shall sign a test security agreement before receiving any CAASPP achievement tests and corresponding test materials. The test security affidavit and test security agreement shall be those set forth in 5 CCR 859. (5 CCR 850, 859)

**Tests Included in the State Assessment System**

The district shall administer the following CAASPP assessments: (Education Code 60640; 5 CCR 851.5)

1. The Smarter Balanced summative assessments for English language arts and mathematics in grades 3-8 and 11, except that:

*(cf. 6142.91 - Reading/Language Arts Instruction)*

*(cf. 6142.92 - Mathematics Instruction)*

- a. Recently arrived English learners, defined pursuant to Education Code 60603 as English learners who are in their first 12 months of attending a school in the United States, shall be exempted from taking the English language arts assessment to the extent allowed by federal law. A recently arrived English learner may be administered the test upon request by the student's parent/guardian.

*(cf. 6174 - Education for English Learners)*

- b. Students with disabilities who are unable to participate in the English language arts and mathematics assessments, even with the resources described in the section "Testing Variations" below, shall be provided an alternate test when designated in their individualized education program (IEP), as provided in item #3 below.

*(cf. 6159 - Individualized Education Program)*

*(cf. 6164.6 - Identification and Education Under Section 504)*

**STATE ACADEMIC ACHIEVEMENT TESTS** (continued)

2. The California Science Test (CAST) at grades 5, 8, and once in grades 10-12

However, students with disabilities who are unable to participate in the CAST, even with the resources described in the "Testing Variations" section below, shall be provided an alternate test when designated in their IEP, as provided in item #3 below.

*(cf. 6142.93 - Science Instruction)*

3. The California Alternate Assessments (CAA) in English language arts, mathematics, and science for students with significant cognitive disabilities who are unable to take the tests specified in items #1-2 above, even with appropriate accommodations or other testing resources, and who have an IEP that designates the use of alternate tests at the applicable grade levels

In addition, the Superintendent or designee may administer the California Spanish Assessment (CSA) to English learners. Administration of this test shall not replace the administration of the above tests, administered in English, to English learners. (Education Code 60640)

The CSA also may be used to assess students in a dual language immersion program who are not limited English proficient or who are redesignated fluent English proficient, subject to approval by CDE of an agreement between the district and the state testing contractor. (Education Code 60640)

Throughout the school year, schools may use Smarter Balanced interim assessments and formative assessment tools at any grade level to provide timely feedback regarding students' progress toward mastery of the skills measured by the summative assessments in English language arts and mathematics and to assist teachers in continually adjusting instruction to improve learning. The Superintendent or designee may determine the timing and frequency of the administration of such assessments.

**Exemptions**

Each year the Superintendent or designee shall notify parents/guardians of their child's participation in the CAASPP and of the provisions of Education Code 60615 related to exemptions from testing. (5 CCR 852)

*(cf. 5145.6 - Parental Notifications)*

Parents/guardians may annually submit to the school a written request to excuse their child from any or all parts of the CAASPP assessments for the school year, and such a request

**STATE ACADEMIC ACHIEVEMENT TESTS** (continued)

shall be granted by the Superintendent or designee. However, district employees shall not solicit or encourage any exemption request on behalf of any student or group of students. (Education Code 60615; 5 CCR 852)

If a parent/guardian submits an exemption request after testing has begun, any test(s) completed before the request is submitted will be scored and the results reported to the parent/guardian and included in the student's records. (5 CCR 852)

**Testing Period**

The Superintendent or designee shall establish testing days for district students within the following available testing windows: (5 CCR 855)

1. Unless otherwise specified in state regulations, assessments shall be administered between the date on which at least 66 percent of the school's or track's annual instructional days have been completed, but no earlier than the second Tuesday in January, and the last day of instruction for the regular annual calendar of the school or track, but no later than July 15 or, if July 15 is not a weekday, then the next weekday following July 15.
2. The CAA for science shall be administered annually beginning on a date in September as determined by CDE through the last day of instruction for the regular annual calendar of the school or track, but no later than July 15 or, if July 15 is not a weekday, then the next weekday following July 15.
3. The CSA shall be administered to English learners within the testing window specified in item #1.

Within the above testing windows, the Superintendent or designee may designate one testing period for each school or track or, if a school has multiple tracks, a selected testing period for each track. The district shall not exceed six selected testing periods within the available testing window. The testing period shall be no fewer than 25 consecutive instructional days and may be extended up to an additional 10 consecutive instructional days if still within the available testing window set forth in items #1-2 above. (5 CCR 855)

Students who are absent during testing shall be provided an opportunity to take the tests within the testing window.

**Testing Variations**

All CAASPP tests shall be administered in accordance with the manuals or other instructions provided by the test contractor or CDE except that, as appropriate, the following testing variations may be used: (5 CCR 850, 853-854.4)

**STATE ACADEMIC ACHIEVEMENT TESTS** (continued)

1. Universal tools specified in 5 CCR 854.1-854.4 may be used with any student.
2. Designated supports specified in 5 CCR 854.1-854.4 may be used with a student for whom the need has been indicated by an educator or team of educators, with parent/guardian and student input as appropriate, or for whom the need is specified in the student's IEP or Section 504 plan.
3. Accommodations specified in 5 CCR 854.1-854.4 may be used with a student with disabilities when included in the student's IEP or Section 504 plan as resources that are regularly used in the classroom for the student's instruction and/or assessment(s). Such accommodations shall be either utilized in the assessment environment or consist of changes in procedures or materials that increase equitable access during the assessment.
4. An unlisted resource that has not been specifically identified as an approved universal tool, designated support, or accommodation may be used with a student who has an IEP or Section 504 plan provided that the resource is one that is regularly used in the classroom for instruction and/or assessment and CDE has approved its use. At least 10 business days prior to the student's first day of CAASPP testing, the district or school site test coordinator may electronically submit a request to CDE for approval to use that unlisted resource during that year. If CDE determines that the unlisted resource changes the construct being measured, the unlisted resource may nevertheless be used with the student in order to generate an individual score report even though the student shall not be counted in the participation rate for accountability measures. (5 CCR 854.9)

In the administration of the CAA to a student with significant cognitive disabilities, the student may have all instructional supports that may be used in daily instruction or assessment, including language and physical supports, with the exception of any inappropriate test practices listed in test administration manuals. (5 CCR 850, 854.5)

**Report of Test Results**

For any state assessments that produce valid individual student results, the Superintendent or designee shall forward or transmit the student's test results to the student's parents/guardians within 20 working days from receipt of the results from the test contractor or, if the district receives the results from the contractor after the last day of instruction for the school year, then within the first 20 working days of the next school year. The report shall include a clear explanation of the purpose of the test, the student's score, and its intended use by the district. An individual student's scores shall also be reported to the school and teacher(s) and shall be included in the student record. (Education Code 60641; 5 CCR 863)

*(cf. 5125 - Student Records)*

**STATE ACADEMIC ACHIEVEMENT TESTS** (continued)

With parent/guardian consent, the Superintendent or designee may release a student's test results to a postsecondary educational institution for the purposes of credit, placement, determination of readiness for college-level coursework, or admission. (Education Code 60641)

The Superintendent or designee shall present districtwide, school-level, and grade-level results to the Governing Board at a regularly scheduled meeting. The Board shall not receive individual students' scores or the relative position of any individual student. (Education Code 49076, 60641)

**DEVELOPER FEES**

In order to finance the construction or reconstruction of school facilities needed to accommodate increased student enrollment resulting from new development, the Governing Board may establish, levy, and collect developer fees on residential, commercial, and industrial construction within the district, subject to restrictions specified by law.

**Level 1 Fees: Residential, Commercial and Industrial Construction**

Before taking action to establish, increase, or impose Level 1 developer fees, the Board shall conduct a fee justification study which: (Government Code 66001)

1. Identifies the purpose of the fee and the use to which the fee will be put
2. Determines a reasonable relationship between the fee's use and the type of development project for which the fee is imposed
3. Determines a reasonable relationship between the need for the facility and the type of development project for which the fee is imposed
4. Determines a reasonable relationship between the amount of the fee and the cost of the facility or portion of the facility attributed to the development for which the fee is imposed

Before levying developer fees or prior to increasing an existing fee, the Board shall hold a public hearing. The Superintendent or designee shall mail notice of the time and place of the meeting at which a public hearing shall occur, including a general explanation of the matter to be considered and a statement that the required data are available, at least 14 days prior to the meeting to any interested party who has requested such information. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The district may charge a fee reasonably related to the cost of providing these materials. (Government Code 66016)

Information on the anticipated amount of fees, other available funds and funding sources, and the estimated cost of planning, land acquisition, and school construction shall be made available to the public at least 10 days before the hearing. (Government Code 66016)

At the hearing, the Board shall adopt a resolution for the levying of the developer fees. (Government Code 66016)

The resolution shall set forth:

1. The purpose of the fee, the use to which the fee is to be put, and the public improvement(s) that the fee will be used to finance (Government Code 66001, 66006)

**DEVELOPER FEES** (continued)

2. The Board's findings of reasonable relationship which justify the fees pursuant to Government Code 66001
3. If the district requires payment of the fee at a time earlier than the date of final inspection or the issuance of a certificate of occupancy, the district's determination of either of the following conditions which allow collection of the fees at the time when building permits are issued: (Government Code 66007)
  - a. That the fees are to reimburse the district for previous expenditures
  - b. That the fees shall be collected for public improvements or facilities for which an account has been established, funds have been appropriated, and the district has adopted a proposed construction schedule or plan

In the case of any commercial or industrial development, the Board shall make findings on either an individual project basis or on the basis of categories of commercial or industrial development. Those categories may include, but are not limited to, the following uses: office, retail, transportation, communications and utilities, light industrial, heavy industrial, research and development, and warehouse. The Board shall also conduct a study to determine the impact of the increased number of employees anticipated to result from the commercial or industrial development upon the cost of providing school facilities within the district. (Education Code 17621)

**Level 2 Fees: Residential Construction**

In order to impose Level 2 residential construction fees within the limits of Government Code 65995.5, the Board shall, in addition to fulfilling the requirements above for Level 1 fees, undertake the following: (Government Code 65995.5)

1. Make a timely application to the State Allocation Board (SAB) for new construction funding and be determined to be eligible by SAB
2. Conduct and adopt a school facility needs analysis pursuant to Government Code 65995.6
3. Satisfy at least two of the requirements set forth in Government Code 65995.5(b)(3)(A-D)

At least 45 days prior to completion of the school facility needs analysis, the Board shall notify and provide copies of the analysis to the planning commission or agency of the city or county with land use jurisdiction within the district. Upon request of either party, the Board and city or county shall meet within 15 days following notification. (Government Code 65352.2)

## **DEVELOPER FEES (continued)**

*(cf. 7131 - Relations with Local Agencies)*

The Board shall adopt the school facility needs analysis by resolution at a public hearing. (Government Code 65995.6)

This analysis shall not be adopted until the analysis, in its final form, has been made available to the public for a period of not less than 30 days. Prior to its adoption, the public shall have the opportunity to review and comment on the analysis and the Board shall respond to written comments it receives regarding the analysis. (Government Code 65995.6)

Not less than 30 days prior to the hearing, notice of the time and place of the hearing, including the location and procedure for viewing or requesting a copy of the proposed analysis, shall be published in at least one newspaper of general circulation within the jurisdiction of the district. If there is no paper of general circulation, the notice shall be posted in at least three conspicuous places within the district's jurisdiction not less than 30 days prior to the hearing. (Government Code 65995.6)

In addition, the Superintendent or designee shall mail a copy of the needs analysis not less than 30 days prior to the hearing to any person who has made a written request if the written request was made 45 days prior to the hearing. The district may charge a fee reasonably related to the cost of providing these materials. (Government Code 65995.6)

During the period of public review, the analysis shall be provided to the local agency responsible for land use planning for its review and comment. (Government Code 65995.6)

The school facility needs analysis may be revised at any time. The revision is subject to the same conditions and requirements applicable to the adoption of the analysis. The existing school building capacity shall be recalculated as part of any revision to the needs analysis. (Government Code 65995.6)

The fees authorized by Government Code 65995.6 and 65995.7 shall be adopted by resolution as part of the adoption or revision of the school facilities needs analysis. The fees shall take effect immediately upon adoption of the resolution and may not be effective for more than one year. (Government Code 65995.6)

### **Level 3 Fees: Residential Construction**

When Level 3 fees are authorized by law and the district qualifies for Level 2 fees pursuant to Government Code 65995.5, the Board may assess a fee on residential construction pursuant to Government Code 65995.7.



**DEVELOPER FEES** (continued)

The notice and hearing requirements, resolution requirement, and term of effectiveness for Level 3 fees shall be the same as the requirements for Level 2 fees as specified above. (Government Code 65995.7)

**Use of Fees**

The Board shall review information provided by the Superintendent or designee pursuant to Government Code 66006 regarding each account or fund into which developer fees have been deposited, at the first regularly scheduled public Board meeting which occurs 15 days after the information is made available to the public. Fifteen-day prior notice of this meeting shall be mailed to any parties filing a written request pursuant to Government Code 66006. (Government Code 66006)

In addition to discharging its public disclosure duties regarding the levying of developer fees, the Board shall, for the fifth fiscal year after the first deposit into the account or fund and every five years thereafter, make all of the following findings with respect to the portion of the account or fund that remains unexpended, whether committed or uncommitted: (Government Code 66001)

1. Identify the purpose to which the fee is to be put
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged
3. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements originally identified
4. Designate the approximate dates on which the funding referred to in item #3 is expected to be deposited into the appropriate account or fund

*Legal Reference: (see next page)*

## DEVELOPER FEES (continued)

### *Legal Reference:*

#### EDUCATION CODE

17070.10-17079.30 *Leroy F. Greene School Facilities Act of 1998*

17582 *District deferred maintenance fund*

17620-17626 *Levies against development projects by school districts*

101122 *Schedule for allocation of proceeds from sale of bonds*

#### GOVERNMENT CODE

6061 *One time notice*

6066 *Two weeks' notice*

65352.2 *Level 2 funding notification requirement*

65864-65869.5 *Development agreements*

65995-65998 *Payment of fees against a development project*

66000-66008 *Fees for development projects*

66016-66019 *Procedures for adopting various fees*

66020-66025 *Protests, legal actions, and audits*

#### CODE OF REGULATIONS, TITLE 2

1859-1859.108 *School facility program*

#### COURT DECISIONS

*Tanimura & Antle Fresh Foods, Inc. v. Salinas Union High School District* (2019) 34 Cal. App. 5th 775

*Summerhill Winchester LLC v. Campbell Union School District* (2018) 30 Cal. App. 5th 545

*Cresta Bella, LP v. Poway Unified School District* (2013) 218 Cal.App.4th 438

*Warmington Old Town Associates* (2002) 101 Cal.App.4th 840

*Dolan v. City of Tigard* (1994) 114 S.Ct. 2309

*Garrick Development Company v. Hayward Unified School District* (1992) 3 Cal.App.4th 320

### *Management Resources:*

#### WEB SITES

*Department of General Services, Office of Public School Construction:* <https://www.dgs.ca.gov/OPSC>

**DEVELOPER FEES**

The district shall send a copy of any Governing Board resolution adopting or increasing Level 1, 2, or 3 developer fees to the city and county, accompanied by all relevant supporting documentation and a map indicating the boundaries of the area subject to the fee. (Education Code 17621)

In cooperation with local governmental agencies issuing building permits, the Superintendent or designee shall establish a means by which all of the following shall be accomplished:

1. The project applicant shall receive a written statement of the amount of the fees and notification that the 90-day approval period during which the applicant may protest has begun. (Government Code 66020)
2. The Superintendent or designee shall receive and retain acknowledgment that the above notification was received.
3. Before a permit is issued and upon the payment of the applicable fee or requirement, the Board shall immediately certify that the fee has been paid or that the district has determined that the fee does not apply to the development project. (Education Code 17620)

Developer fees shall be deposited, invested, accounted for, and expended pursuant to Government Code 66006. Developer fees shall be deposited in a separate capital facilities account, except for temporary investments allowed by law, and shall be used only for the purpose for which they were collected. Interest income earned by the capital facilities account shall also be deposited in that account and used only for the purpose for which the fee was originally collected. (Government Code 66006)

For each separate account so established, the Superintendent or designee shall, within 180 days after the last day of each fiscal year, make available to the public and the Board the following information for the fiscal year: (Government Code 66006)

1. A brief description of the type of fee in the account or fund
2. The amount of the fee
3. The beginning and ending balance of the account or fund
4. The amount of the fees collected and the interest earned
5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees

**DEVELOPER FEES (continued)**

6. An identification of an approximate date by which the construction of the public improvement will commence if the district determines that sufficient funds have been collected to complete financing on an incomplete public improvement
7. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan
8. The amount of refunds made pursuant to Government Code 66001(e) and any allocations made pursuant to Government Code 66001(f)

When sufficient funds have been collected to complete the financing of public improvements but such improvements remain incomplete, the district shall, within 180 days of the date that a determination of sufficient funding was made, either identify an approximate date by which construction will begin or refund the unexpended revenues in accordance with Government Code 66001. (Government Code 66001)

**Appeals Process for Protests by Developers**

The Superintendent or designee shall establish an appeals process for the handling of protests by developers. (Education Code 17621)

Developers of residential, commercial, and industrial projects who claim that the developer fee has been inappropriately levied shall use the following procedures: (Government Code 66020)

1. The developer shall tender any required payment in full or provide satisfactory evidence of arrangements to pay the fee when due or ensure performance of the conditions necessary to meet the requirements of the imposition.
2. The developer shall serve written notice to the Board which shall include:
  - a. A statement that the required payment is tendered or will be tendered when due, or that any conditions which have been imposed are provided for or satisfied, under protest
  - b. A statement informing the Board of the factual elements of the dispute and the legal theory forming the basis for the protest
3. The protest shall be filed at the time of approval or conditional approval of the development or within 90 days after the date of the imposition of the fees.

**DEVELOPER FEES** (continued)

At the time of the imposition of the fee, the Superintendent or designee shall provide each project applicant written notice that the 90-day period in which the applicant may initiate a protest has begun. The developer may file an action to attack, review, set aside, void, or annul the imposition of the fees imposed on the development project within 180 days of delivery of the notice. (Government Code 66020)

*Eureka City Schools Board of Education*

**AGENDA ITEM**

Agenda Title: Approval of Personnel Action Report No. 6

Meeting Date: November 18, 2021

Item: Consent

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is asked to approve Personnel Action Report No. 6

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

N/A

**STRATEGIC PLAN/PRIORITY AREA:**

Priority Area 3: RECRUITMENT, SELECTION, PROFESSIONAL DEVELOPMENT, AND RETENTION OF QUALITY STAFF

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

N/A

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

N/A

**WHO** *(list the name of the contact person(s), job title, and site location)*

Renae M. Will

Director Personnel Services and Public Affairs, District Office

**ATTACHMENTS:**

Description

- ▣ Personnel Report

**EUREKA CITY SCHOOLS  
PERSONNEL REPORT NO. 6  
November 18, 2021**

The following personnel are submitted to the Board of Education of the Eureka City Schools for approval:

**CERTIFICATED PERSONNEL**

**ASSIGNMENTS**

De Mario, Rachel	Probationary I Teacher, 1.0 FTE, (Winship), eff. 11/08/21
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**CHANGE OF STATUS**

Couch, Steven	From: Teacher, 1.0 FTE, (Winship) To: Care Specialist – TOSA, 1.0 FTE, (Winship), eff. 11/18/21
Wilson, Holly	From: Medical Leave, 1.0 FTE To: Teacher, 1.0 FTE, (Alice Birney), eff. 10/25/21
Sanchez, Tera	From: Teacher, 1.0 FTE, (EHS) To: Medical Leave, 1.0 FTE, eff. 11/16/21 – 12/6/21
Sullivan, Deena	From: Medical Leave, 1.0 FTE To: Teacher, 1.0 FTE, (Washington), eff. 11/08/21

**DAY TO DAY SUBSTITUTE TEACHERS**

Bordeaux, Sarai	Day to Day Substitute Teacher, eff. 10/28/21 – 6/17/22
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**CLASSIFIED PERSONNEL**

**ASSIGNMENTS**

Keffer, Michael	Monitor (Winship), 1 hr/day, eff. 10/1/21
Khounsinvong, Chellyn	Food Service Worker (Alice Birney), 3 hrs/week, eff. 10/20/21
Loua, Lee	Monitor (Washington), 4.75 hrs/day, eff. 10/26/21
Lujan, Frances	Sec Library/Textbook Technician (Winship), 8 hrs/day, eff. 11/8/21
Nino-Hood, Dana	English Learner Technician (Lafayette), 3 hrs/day, eff. 10/25/21
Nino-Hood, Dana	Classroom Aide (Lafayette), 3 hrs/day, eff. 10/25/21
Ralston, Kevin	Director of Food Services (Food Services) 8 hrs/day, eff. 11/15/21
Resendez, Amelia	Classroom Aide (Alice Birney), 5 hrs/day, eff. 10/12/21
Thomas, Richard	Custodian (EHS), 8 hrs/day, eff. 10/26/21
Webb, Hannah	Secondary Math Tech (Zane), 1.25 hrs/day, eff. 9/27/21

**SPECIAL APPOINTMENTS**

Ewald, Angela	Monitor Sub, eff. 11/4/21
Flores, Viviana	Monitor Sub, eff. 11/5/21

Loua, Lee  
Waters, Shelesia

After-School Prog Asst (Washington), 2.5 hrs/day, eff. 10/26/21 – 6/16/22  
Custodian Sub, eff. 10/28/21

CHANGE OF STATUS

Kamberg, Debra

From: Sec Sch Att Clerk (Zoe), 6 hrs/day and Monitor (Lincoln), 1 hr/day  
To: Sec Sch Att Clerk (Zoe), 7 hrs/day and Monitor (Lincoln), 1 hr/day,  
eff. 8/23/21 - 6/24/22

Vasquez, Josie

From: Elem Lib Tech (Washington), 4 hrs/day  
To: Elem Lib Tech (Washington), 5.5 hrs/day, eff. 9/27/21 - 6/16/22



*Eureka City Schools Board of Education*

**AGENDA ITEM**

Agenda Title: Approval and Receipt of Grant Award Notice: 2021-22 Agricultural Career Technical Education Incentive Grant

Meeting Date: November 18, 2021

Item: Consent

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is asked to accept the grant notice of award amendment for the 2021-22 Agricultural Career Technical Education Incentive Grant .

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

This grant will be used to fund supplemental services and supplies to the Agriculture Program at Eureka High School.

**STRATEGIC PLAN/PRIORITY AREA:**

Priority Area 6: CAREER AND TECHNICAL EDUCATION PROGRAMS

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

This is an annual grant.

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

The grant is \$10,963.

**WHO** *(list the name of the contact person(s), job title, and site location)*

Paul Ziegler, Assistant Superintendent of Business Services

**ATTACHMENTS:**

Description

▢ GAN

## Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Fred Van Vleck, Superintendent Eureka City Schools 2100 J Street Eureka, CA 95501	<b>CDE GRANT NUMBER</b>			
	<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
	21	23068	75515	00
<b>Attention</b> Fred Van Vleck	<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b>	<b>Resource Code</b>	<b>Revenue Object Code</b>		12
<b>Telephone</b> 707-441-2414	7010	8590		<b>INDEX</b>

**Name of Grant Program**  
2021–22 Agricultural Career Technical Education Incentive Grant

<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>
	\$10,963		\$10,963		7/1/21	6/30/22
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>	

I am pleased to inform you that you have been funded for the 2021–22 Agricultural Career Technical Education Incentive Grant.


This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Diane Wong, Associate Governmental Program Analyst  
Career and College Transition Division  
California Department of Education  
1430 N Street, Suite 4202  
Sacramento, CA 95814-5901

<b>California Department of Education Contact</b> Diane Wong	<b>Job Title</b> Associate Governmental Program Analyst
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<b>E-mail Address</b> dwong@cde.ca.gov	<b>Telephone</b> 916-319-0484
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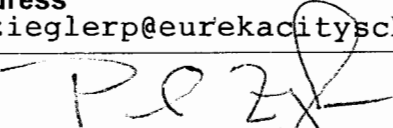
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 	<b>Date</b> October 19, 2021
--	---------------------------------

### CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

<b>Printed Name of Authorized Agent</b> Paul Ziegler	<b>Title</b> Asst. Superintendent
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<b>E-mail Address</b> zieglerp@eurekacityschools.org	<b>Telephone</b> 707-441-2413
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<b>Signature</b> 	<b>Date</b> 10/26/21
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**GRANT AWARD NOTIFICATION (Continued)**

Eureka City Schools has been funded for the 2021-22 Agricultural Career Technical Education Incentive Grant. If the school(s) listed on the schedule complies with the established outcome identified in the grant, the state agrees to pay the school district the allocated amount(s) as indicated. The allocation(s) is based on the amount requested on the application(s) from the eligible site(s) in your district and any adjustments based on availability of funds. The first allocation reflects approximately 75 percent of your total allocation. The release of this payment will be done in anticipation of the 2020-21 Agricultural Career Technical Education Incentive Grant Report of Expenditures being received. This report is due in the Regional Supervisor's Office by October 15, 2021. The report instructions and form may be downloaded from the California Agricultural Education Web site at <http://www.cde.ca.gov/fg/fo/r17/agin21rfa.asp>.

Questions regarding grant allocations should be directed to the Regional Supervisor:

- North Coast Region  
JessaLee Goehring                      209-639-2828 [jgoehring@cde.ca.gov](mailto:jgoehring@cde.ca.gov)
- Central Region  
Jill Sperling                              559-303-3148 [jsperling@cde.ca.gov](mailto:jsperling@cde.ca.gov)
- San Joaquin Region  
Shay Williams-Hopper                  559-740-3686 [swilliamshopper@cde.ca.gov](mailto:swilliamshopper@cde.ca.gov)
- South Coast Region  
Greg Beard                                805-756-2402 [gbeard@calpoly.edu](mailto:gbeard@calpoly.edu)
- Southern Region  
Jackie Ioimo Jones                      805-863-8481 [jioimo@cde.ca.gov](mailto:jioimo@cde.ca.gov)
- Superior Region  
Hugh Mooney                              209-712-6692 [hmooney@cde.ca.gov](mailto:hmooney@cde.ca.gov)

Funds will be distributed per the following schedule and expended in accordance with the district's approved 2021-22 application and original guidelines. The final 25 percent payment is expected to be released in April 2022.

School	1 <sup>st</sup> Payment	2 <sup>nd</sup> Payment	Total
Eureka HS	\$8,222	\$2,741	\$10,963

Conditions and assurances previously agreed upon as part of the original application and included as part of this grant award packet are still applied as part of the conditions of this award.

**To accept this award, the AO-400 must be signed and returned to the California Department of Education within ten days of receipt.** The AO-400 must contain the original signature of an authorized agent for the school district. Grant funds cannot be released until this AO-400 is returned.

*Eureka City Schools Board of Education*

**AGENDA ITEM**

Agenda Title: Acceptance of the Williams Visit Report

Meeting Date: November 18, 2021

Item: Consent

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is being asked to receive summary results of our 2021 Williams compliance site visits at Alice Birney and Lafayette.

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

The purpose of the on-site review as specified by California Education Code 1240 is three-fold; 1. To determine if students have sufficient standards-aligned instructional materials, 2. Determine if there is any facility condition that poses an emergency or urgent threat to pupil or staff safety, and 3. Determine if the school has provided accurate data on the annual school accountability report card related to the sufficiency of instructional materials and the safety, cleanliness, and adequacy of school facilities, including "good repair."

**STRATEGIC PLAN/PRIORITY AREA:**

1, 2, 11, and 12

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

This is an annual review.

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

There is no cost associated with this item.

**WHO** *(list the name of the contact person(s), job title, and site location)*

Fred Van Vleck, Superintendent

**ATTACHMENTS:**

Description

- ▣ Williams Visit Report

October 22, 2021

Lisa Ollivier, Board President  
Eureka City Schools  
2100 "J" Street  
Eureka, CA 95501

Subject: 2021-2022 Williams Settlement Site Visit Report

Dear Ms. Ollivier and Board Members:

As you may know, California Education Code Section 1240 requires that I visit schools identified in our county, review information in the areas noted below, and report to you the results of my visits and reviews. I am pleased to provide, for submission to the district's governing board at a regularly scheduled November meeting, the annual report for fiscal year 2021-2022 as required by Education Code section 1240(c)(2)(B) pursuant to the Williams Settlement. This report presents the results of the visit and review of Alice Birney and Lafayette Elementary Schools.

The purpose of my visit(s), as specified in California Education Code 1240, was to:

1. Determine if students have *sufficient* standards-aligned instructional materials;
2. Determine if there is any facility condition that *poses an emergency or urgent threat to the health or safety of pupils or staff*; and
3. Determine if the school has provided accurate data on the annual school accountability report card related to the sufficiency of instructional materials and the safety, cleanliness, and adequacy of school facilities, including "good repair."

The law further requires that I annually monitor and review teacher misassignments and teacher vacancies. Misassignment information is now publicly reported on the CalSAAS platform. According to district staff, there are no teacher vacancies at Alice Birney and Lafayette Elementary Schools.

Before proceeding with the report, let me define some basic terms:

- *Sufficient textbooks or instructional materials* means each pupil, including English language learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home.
- A school facility condition that poses an *emergency or urgent threat* is a *condition that poses a threat to the health or safety of pupils or staff while at school*. *Good Repair* means the school facilities are clean, safe and functional as determined pursuant to the school Facility Inspection Tool (FIT).

#### Alice Birney Elementary School

##### **Instructional Materials**

As reported by classroom teachers, a schoolwide instructional materials inventory verified by the site administrator, a purchase order, and the virtual site visit, instructional materials were found to be sufficient.

**School Facilities**

The school was very clean with minimal signs of wear and tear. On the exterior, several areas with rust and peeling paint should be monitored. Overall the school is well maintained and in *Good Repair*; however, there are five areas with deficiencies noted on the attached FIT report that should be addressed.

**School Accountability Report Card**

Information on the SARC was available on the website at the time of the visit and contained information for the required elements.

**Lafayette Elementary School****Instructional Materials**

As reported by classroom teachers, a schoolwide instructional materials inventory verified by the site administrator, purchase orders, and the virtual site visit, instructional materials were found to be sufficient.

**School Facilities**

The classrooms and common areas were all found to be clean and free of clutter. The exterior showed signs of rust and age, but no major issues were identified. The bathrooms also showed signs of age but were clean and operational. Overall the school is in *Good Repair*; however, there are six areas with deficiencies noted on the attached FIT report that should be addressed.

**School Accountability Report Card**

Information on the SARC was available on the website at the time of the visit and contained information for the required elements.

Please extend to your governing board, administration and site staff my appreciation for their professionalism in addressing the compliance requirements for the Williams Settlement Legislation. If you need any clarification or assistance in regard to this report, please feel free to call me at (707) 445-7030.

Sincerely,



Chris N. Hartley, Ed.D.  
County Superintendent of Schools

CH:jl

Attachments: Williams Settlement Site Visit Form  
Facilities Inspection Tool

cc: Fred VanVleck, Superintendent  
Kristen Sobilo, Principal  
Quincy Brownfield, Principal  
Humboldt County Board of Education  
Humboldt County Board of Supervisors, with Attachments

### Williams Settlement 2021-2022 Site Visit

District & School Site	ECS, Alice Birney Elementary School
District Liaison (name, phone, email)	Jennifer Burger 707-441-0279 burgerj@eurekacityschools.org
Site Liaison (name, phone, email)	Jeanine Resendez 707-441-2495 resendezj@eurekacityschools.org
HCOE Team Members	Janice Lourenzo, Instructional Materials; Jed Watts, Facilities
Date of Visit	9/7/21 9:45am

#### A. Instructional Materials

- ☒ Instructional Materials inventory shows sufficient materials for enrollment. (with a purchase order)
- ☒ Sufficient district approved instructional materials were verified by teachers

Instructional Material Met ☒

#### B. School Facilities

- ☒ HCOE Completed Facilities Inspection Tool (FIT)  
Date: 9/9/21  
Rating: Good  
Average Percentage: 95.92%

School Facilities Met ☒

#### C. School Accountability Report Card

- ☒ 2019-20 SARC was reviewed prior to visit and found to include required information

School Accountability Report Card Met ☒

#### D. Uniform Complaint Procedures

- ☒ Teacher surveys indicate correct UCP posted in all classrooms
- ☒ LEAs Williams UCP policies and procedures are available to the public as reported by the site administrator
- ☒ Translated per CDE 15% requirement; Required languages: Spanish

#### E. Teacher Vacancies

- ☒ The school reported that there are no teacher vacancies.



SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION		COUNTY	
Eureka City Schools		Humboldt	
SCHOOL SITE		SCHOOL TYPE (GRADE LEVELS)	
Alice Birney		24	
INSPECTOR'S NAME		NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE)	
Jedd Watts		Charley Batini	
TIME OF INSPECTION		WEATHER CONDITION AT TIME OF INSPECTION	
6:00 AM		overcast	

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)																		
TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL			
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/DOORS/ GATES/FENCES		
		21	21	21	19	20	20	20	20	20	21	21	20	21	21	19		
		0	0	0	2	0	0	0	0	0	0	0	1	0	0	2		
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
21	Number of "OK"s:	0	0	0	0	1	1	1	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	90.48%		
	Number of "D"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
21	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Number of N/A's:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Percent of System in Good Repair																		
Number of "OK"s divided by (Total Areas - "NA"s)*																		
Total Percent per Category (average of above)*		100.00%			100.00%		100.00%		100.00%		100.00%		94.74%		97.62%		95.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR		GOOD		GOOD		GOOD		GOOD		GOOD		GOOD	

\*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:	DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE	SCHOOL RATING**
	95.92%	GOOD

\*\*For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75. %-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:

The school was very clean with minimal signs of wear and tear. On the exterior, several areas with rust and peeling paint should be monitored.



PART II: EVALUATION DETAIL

Date of Inspection: 09/09/21

School Name: Alice Birney

CATEGORY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
AREA	GAS LEAKS	MECH/VAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOM	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/ DOORS/ GATES/FENCES
Cafeteria	OK	OK	OK	OK	OK	OK	OK	NA	NA	OK	OK	OK	OK	OK	OK
	COMMENTS:														
Classroom A	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
Office	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
C-3	OK	OK	OK	D	OK	OK	OK	NA	OK	OK	OK	OK	OK	OK	OK
	COMMENTS: bubble in the tile floor														
C-4	OK	OK	OK	D	OK	OK	OK	NA	OK	OK	OK	OK	OK	OK	D
	COMMENTS: window latch needs repair, floor tile bubbled														
C-5	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
C-7	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
C-16	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
C-19	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
Boys Playground Restroom	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
Girls Playground Restroom	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
Boys Kindergarten Restroom	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
Girls Kindergarten Restroom	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
Staff Workroom	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	OK	D
	COMMENTS: window latch needs repair														
Staff Restroom	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
Library	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
C-20	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
C-21	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
C-22	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
C-23	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
Playground	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	D	OK	OK	OK
	COMMENTS: Stairs need repair														

Marks: OK = Good Repair; D = Deficiency; X = Extreme Deficiency; NA = Not Applicable

Use additional Area Lines as necessary.

Williams Settlement 2021-2022 Site Visit	
District & School Site	ECS, Lafayette Elementary School
District Liaison (name, phone, email)	Jennifer Burger 707-441-0279 burgerj@eurekacityschools.org
Site Liaison (name, phone, email)	Megan Teagarden 707-441-2482 teagardenm@eurekacityschools.org
HCOE Team Members	Janice Lourenzo, Instructional Materials; Jed Watts, Facilities
Date of Visit	9/7/21 9:45am
<b>A. Instructional Materials</b>	
<input checked="" type="checkbox"/>	Instructional materials inventory shows sufficient materials for enrollment. (with purchase orders)
<input checked="" type="checkbox"/>	Sufficient district approved instructional materials were verified by teachers
Instructional Material Met <input checked="" type="checkbox"/>	
<b>B. School Facilities</b>	
<input checked="" type="checkbox"/>	HCOE Completed Facilities Inspection Tool (FIT) Date: 9/28/21 Rating: Good Average Percentage: 97.84%
School Facilities Met <input checked="" type="checkbox"/>	
<b>C. School Accountability Report Card</b>	
<input checked="" type="checkbox"/>	2019-20 SARC was reviewed prior to visit and found to include required information
School Accountability Report Card Met <input checked="" type="checkbox"/>	
<b>D. Uniform Complaint Procedures</b>	
<input checked="" type="checkbox"/>	Teacher surveys indicate correct UCP posted in all classrooms
<input checked="" type="checkbox"/>	LEAs Williams UCP policies and procedures are available to the public as reported by the site administrator
<input checked="" type="checkbox"/>	Translated per CDE 15% requirement; Required languages: Spanish
<b>E. Teacher Vacancies</b>	
<input checked="" type="checkbox"/>	The school reported that there are no teacher vacancies.

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION		COUNTY	
Eureka City Schools		Humboldt	
SCHOOL SITE	SCHOOL TYPE (GRADE LEVELS)	NUMBER OF CLASSROOMS ON SITE	
Lafayette	K-5	19	
Jed Watts	NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE)		
	Charley Batini		
INSPECTOR'S TITLE			
Director of Maintenance			
WEATHER CONDITION AT TIME OF INSPECTION			
overcast			
TIME OF INSPECTION			
7:00 AM			

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)																
TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/DOORS/ GATES/FENCES
↓  26	Number of "OK"s:	26	26	26	25	26	24	22	26	26	25	25	25	25	25	
	Number of "D"s:	0	0	0	1	0	2	0	0	0	0	0	1	1	1	
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Number of N/A's:	0	0	0	0	0	0	0	16	4	0	0	0	0	0	
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	96.15%	100.00%	92.31%	100.00%	100.00%	100.00%	100.00%	100.00%	96.15%	96.15%	96.15%	
Total Percent per Category (average of above)†		100.00%			96.15%	100.00%	92.31%	100.00%	100.00%	100.00%	98.08%	96.15%				
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD				

\*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:

DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE

97.84%

SCHOOL RATING\*\*

GOOD

\*\*For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75 %-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:

The classrooms and common areas were all found to be clean and free of clutter. The exterior showed signs of rust and age, but no major issues were identified. The bathrooms also showed signs of age but were clean and operational.

PART II: EVALUATION DETAIL		Date of Inspection: 09/28/21			School Name: Lafayette										
CATEGORY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
AREA	GAS LEAKS	MECHANICAL	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOM	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WALLS/ DOORS/ PARTITIONS
Cafeteria	OK	OK	OK	OK	OK	OK	OK	NA	NA	OK	OK	OK	D	OK	OK
	COMMENTS: gutter rusted above the back door														
Kitchen	OK	OK	OK	D	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS: Painting needed on chipped wall														
Staff Restroom	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
Boy's Restroom	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
Girl's Restroom	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
Staff Workroom	OK	OK	OK	OK	OK	OK	D	NA	OK	OK	OK	OK	OK	OK	OK
	COMMENTS: Electric panel door latch														
Classroom 7	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
Classroom 8	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
Classroom 9	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
Classroom 10	OK	OK	OK	OK	OK	OK	OK	NA	NA	OK	OK	OK	OK	OK	D
	COMMENTS: Door latch needs repair														
Classroom 11	OK	OK	OK	OK	OK	OK	OK	NA	NA	OK	OK	OK	OK	OK	OK
	COMMENTS:														
Girl's Playground Restroom	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
Boy's playground Restroom	OK	OK	OK	OK	OK	OK	D	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS: Need GFI outlet above the sink														
Playground storage Room	OK	OK	OK	OK	OK	OK	OK	NA	NA	OK	OK	OK	OK	OK	OK
	COMMENTS:														
Classroom 12	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
Classroom 13	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
Classroom 14	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
Classroom 15	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
Classroom 18	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
Classroom 19	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
Library	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
Classroom 21	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	D	OK
	COMMENTS: Normal signs of wear and tear, matting														
Classroom 22	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
Room 23	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
Room 24	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
Room 25	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														

*Eureka City Schools Board of Education*

**AGENDA ITEM**

Agenda Title: Approval of the Memorandum of Understanding (MOU) Between Humboldt County Office of Education as LEA for the Transition Partnership Program Consortium and ECS

Meeting Date: November 18, 2021

Item: Consent

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is being asked to approve the Memorandum of Understanding (MOU) between Eureka City Schools and the Humboldt County Office of Education (HCOE) as LEA for the Transition Partnership Program (TPP) Consortium.

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

The Goal of TPP is to support high school students with barriers to employment with an opportunity to explore and prepare for the world of work.

**STRATEGIC PLAN/PRIORITY AREA:**

Priority Area 14: ALTERNATIVE AND OPTIONAL EDUCATION PROGRAMS AND SERVICES

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

TPP has a well-established presence at ECS. Services for students are facilitated in-part by TPP Vocational Caseworkers to potentially eligible (PE) students in 5 designated areas (Job Exploration Counseling, Workplace Readiness Training, Work-based Learning Experiences, Self-Advocacy Instruction, and Counseling on Post-secondary Education). These services are designed to support students with disabilities in exploring transition from school and preparing for successful employment and/or post-secondary education.

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

The HCOE TPP Consortium will reimburse Eureka City Schools up to \$122,050 in fiscal year 2021-22, \$115, 333 in 2022-23, and \$114,412 in 2023-24 to fund program salaries, benefits, instructional materials, supplies and indirect costs.

**WHO***(list the name of the contact person(s), job title, and site location)*

Fred Van Vleck, Superintendent

Angela Shull, District Administrative Liaison for TPP

**ATTACHMENTS:**

Description

▯ MOU



**MEMORANDUM OF UNDERSTANDING (MOU)**  
**Between the Humboldt County Office of Education (HCOE) as LEA for the**  
**Transition Partnership Program Consortium and the**  
**Eureka City School District (ECS)**

- I.** The Consortium consists of six high school districts: **Eureka City Schools**, Ferndale Unified School District, Fortuna Union High School District, Klamath-Trinity Joint Unified School District, Northern Humboldt Union High School District, Southern Humboldt Unified School District, and the **Humboldt County Office of Education** as the LEA for the Consortium.
- II.** The purpose of this MOU is to set forth, define, and establish mutual agreements, understandings, and obligations by and between **HCOE** and its consortium partner, **ECS** with the intent to work together in jointly serving the mutual clients of **Department of Rehabilitation (DOR)**, **Redwood Empire District, Eureka Branch**, and the **ECS**.
- III.** The Cooperative Contract covers a period of three years: **July 1, 2021 through June 30, 2024**. The **HCOE TPP Consortium** will reimburse **ECS** up to:
- \$122,050 – 2021/22
  - \$115,333 – 2022/23
  - \$114,412 – 2023/24
- to provide for salaries, benefits, instructional materials, office supplies, and indirect costs for the **Direct Service** positions listed below and described in **ATTACHMENT A**

**RECITALS**

- I. ECS agrees to:**
- a. Assign the following positions to provide **Direct Service** to TPP/DOR clients as described in **ATTACHMENT A**:
1. Assign a **0.10 FTE TPP District Administrator** to monitor budget, provide program oversight & coordination of the contract, and provide training to district staff of contract services.
  2. Assign a **0.05 FTE TPP Vocational Program Fiscal Clerk** to assist in the development and monitoring of the TPP contract budget, preparation and submission of invoices and contract payroll documents;
  3. Assign a **TPP Vocational Caseworker** to deliver contract services to TPP/DOR clients in ECS, Charter Schools within ECS boundaries as well as Aldergrove, NU-HCS, and Pacific View Charters and maintain necessary documentation in coordination with the DOR counselor. This position will provide direct contract service at: **0.80 FTE during 2021/22, 0.66 FTE during 2022/23 and 0.60 FTE for 2023/24;**
  4. Assign a **TPP Vocational Caseworker** to deliver direct contract services to TPP/DOR clients in ECS, Charter Schools within ECS boundaries as well as Aldergrove, NU-HCS, and Pacific View Charters and maintain necessary documentation in coordination with the DOR counselor. This position will provide direct contract service at **0.80 FTE** for the three years of the contract.

- b. Provide the following **CERTIFIED services for MATCH** to TPP/DOR clients as described in **ATTACHMENT B**:
1. Assign a **TPP Vocational Caseworker** to deliver contract services to TPP/DOR clients in ECS, Charter Schools within ECS boundaries as well as Aldergrove, NU-HCS, and Pacific View Charters and maintain necessary documentation in coordination with the DOR counselor. This position will provide Certified MATCH at:  
**0.17 FTE during 2021/22,**  
**0.31 FTE during 2022/23 and**  
**0.37 FTE for 2023/24;**
  2. Assign a **TPP Vocational Caseworker** to deliver contract services to TPP/DOR clients in ECS, Charter Schools within ECS boundaries as well as Aldergrove, NU-HCS, and Pacific View Charters and maintain necessary documentation in coordination with the DOR counselor. This position will provide Certified MATCH at **0.17 FTE** for the three years of the contract.
  3. Assign **three TPP Vocational Specialists** to deliver contract services to **TPP/DOR clients** in ECS Charters and maintain necessary documentation in coordination with the ECS TPP Vocational Caseworkers and DOR counselor. These position will provide Certified MATCH at **0.15 FTE during 2021/22** and **0.10 FTE** for the remaining two contract years.
- c. **Provide annual security and privacy training** for all individuals who have access to confidential, sensitive or personal information obtained in the performance of this contract. The following training has been approved by the DOR and is recommended for all TPP staff: Keenan SafeSchools – FERPA: Confidentiality of Records (18 minutes)

**II. HCOE, as Consortium LEA agrees to provide the following support to Consortium members** as described in **ATTACHMENT C**:

- a. Assign **HCOE TPP Administrator** to oversee the Consortium contract and serve as liaison between the Consortium Administration and the Department of Rehabilitation;
- b. Assign **HCOE TPP Coordinator** to serve as a coordinator of contract services;
- c. Assign **HCOE TPP Fiscal Clerk** to assist with the development and monitoring of contract budgets an TPP Work Experience Payroll;
- d. Assign **HCOE TPP IT Programmer** to provide technical support, programming and maintenance of the TPP online reporting and database system;
- e. Assign **HCOE TPP Lead Vocational Caseworker** to serve as direct support to the Consortium and as a liaison between TPP and DOR contract staff;
- f. Assign **HCOE TPP Staff Secretary** to provide direct clerical services for the Consortium;
- g. Assign **HCOE TPP Staff Support** to provide additional support for the Consortium;



**MEMORANDUM OF UNDERSTANDING (MOU)**  
**Between the Humboldt County Office of Education (HCOE) as LEA for the**  
**Transition Partnership Program Consortium and the**  
**Eureka City School District (ECS)**

**TERMS**

**I. ECS will be responsible for the following program deliverables:**

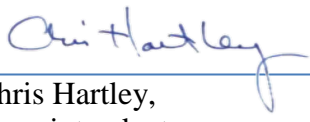
- a. 64 unduplicated TPP/DOR clients will receive services annually;
  - i. Open 26 new Potentially Eligible cases annually
- b. 30 TPP/DOR clients will receive Job Exploration Counseling services annually;
- c. 30 TPP/DOR clients will receive Workplace Readiness Training services annually;
- d. 30 TPP/DOR clients will receive Work-Based Learning Experiences annually;  
Of those, 20 will participate in a Work Experience Placement
- e. 30 TPP/DOR clients will receive Instruction in Self-Advocacy services annually;
- f. 30 TPP/DOR clients will receive Counseling on Post-Secondary Education services annually;

**II. TERMINATION**

- a. This MOU will terminate at midnight on June 30, 2024.
- b. Either party may terminate this agreement at any time prior to June 30, 2024 and for any reason upon giving **90 days** written notice to the Consortium LEA.

**IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representative.**

\_\_\_\_\_  
Michael Davies-Hughes,  
Assistant Superintendent of Educational Services  
Eureka City School District

  
\_\_\_\_\_  
Chris Hartley,  
Superintendent  
Humboldt County Office of Education

\_\_\_\_\_  
Date

10/18/2021  
\_\_\_\_\_

Date

*Eureka City Schools Board of Education*

**AGENDA ITEM**

Agenda Title: Approval of the Memorandum of Understanding (MOU) Between Big Brothers Big Sisters of the North Coast and Eureka City Schools  
Meeting Date: November 18, 2021  
Item: Consent

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is being asked to approve the Memorandum of Understanding between Eureka City Schools and Big Brothers Big Sisters for the North Coast (BBBSNC).

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

The MOU will establish a partnership between ECS and BBBSNC that will allow for free mentoring to students attending a school within the District. The goal is to increase student school attendance, academic performance, and self-esteem.

**STRATEGIC PLAN/PRIORITY AREA:**

Areas 1, 2, and 3

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

This is the first MOU between ECS and BBBSNC. This is a multi year MOU from October 2021 through July 2024.

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

There is no cost associated with this item.

**WHO** *(list the name of the contact person(s), job title, and site location)*

Fred Van Vleck, Superintendent

**ATTACHMENTS:**

Description

▢ MOU



**Big Brothers  
Big Sisters®**  
OF THE NORTH COAST

## INTERAGENCY MEMORANDUM OF UNDERSTANDING

This agreement is between **Big Brothers Big Sisters of the North Coast (BBBSNC)** and **Eureka City Schools**. The purpose is to establish and maintain an effective partnership to collaborate on the provision of free mentoring services to students attending schools within the district. The goal is to increase students' self-esteem and social skills, as well as improve students' school attendance and performance.

### TERMS

The term of this Memorandum of Understanding shall be **October 2021 through July 2024**

## DESCRIPTION OF SERVICES

### **Big Brothers Big Sisters of the North Coast agrees to:**

- A. **Work collaboratively with Eureka City Schools After School Program staff** in the recruitment of student participants.
- B. **Conduct appropriate screening (including fingerprinting/background checks) of recruited mentors** and initiate mentor-youth matches with parental permission.
- C. **Provide insurance coverage for all youth and volunteer participants.**
- D. **Engage parents with support services** and resources as needed.
- E. **Provide mentors with ongoing training and support**, specifically in alignment with safety procedures per school site.
- F. **Provide** match incentives and activities to support developmental relationships.
- G. **Contact both the child and the volunteer on a regular basis and provide support to each match.** Plan and coordinate summer communication between volunteers and youth, or transition to Community Based Program.
- H. **Collect school and other relevant data** in order to evaluate the project's effectiveness in meeting goals and objectives.
- I. **Collaborate monthly and at the end of the school year**, in-person or by telephone with Afterschool Program staff, to evaluate effectiveness of partnership.
- J. **Allow school personnel to know which students are being seen.** Provide names of students to be receiving services ahead of time to school administration.

### **Eureka City Schools agrees to:**

- A. **Provide a site liaison** who champions the program and assists matches with their interactions.
- B. **Provide on-site space for a BBBSNC Match Support Specialist** appropriate for conducting private meetings, and access to a copy machine.
- C. **Identify and recruit children to participate**, including aiding BBBSNC staff with obtaining parent/guardian permission forms.
- D. **Provide meeting space for matches on the school campus**, especially when the weather is inclement. Provide snacks to participants as resources allow.
- E. **Allow access via District staff to student records (i.e. grades, attendance, disciplinary actions, etc.) of participating students whose parents have given written consent.** To be utilized by BBBSNC staff only to determine student outcome data and support needs.
- F. **Disseminate program information in school newsletters and bulletins.**

- G. **Collaborate monthly and at the end of the school year**, in-person or by telephone with program staff, to evaluate effectiveness of partnership.

X \_\_\_\_\_

**Eureka City Schools**

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

X \_\_\_\_\_

**Big Brothers Big Sisters of the North Coast**

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Eureka City Schools Board of Education*

**AGENDA ITEM**

Agenda Title: Approval of Minutes from the Regular Meeting on October 28, 2021

Meeting Date: November 18, 2021

Item: Consent

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is asked to approve the minutes from the regular meeting on October 28, 2021.

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

Not applicable.

**STRATEGIC PLAN/PRIORITY AREA:**

Subject does not apply to a Strategic Plan Priority Area

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

Not applicable.

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

Not applicable.

**WHO** *(list the name of the contact person(s), job title, and site location)*

Fred Van Vleck, Ed.D. - Superintendent

**ATTACHMENTS:**

Description

- ▢ Draft Meeting Minutes - 10.28.21

**Eureka City Schools | Board of Education**  
District Office - 2100 J Street - Eureka, CA 95501  
(Room 116)

**Regular Meeting**  
6:30 PM  
**October 28, 2021**  
**MINUTES**

**A. Employee Recognition Reception (4:15 p.m. | Location: Eureka High School Cafeteria - 1915 J Street, Eureka, CA)**

**B. CALL TO ORDER OF OPEN SESSION (4:30 p.m. | Location: Eureka High School Cafeteria - 1915 J Street, Eureka, CA)**

President Ollivier called the open session to order at 4:30 p.m.

Members Present: Duncan, Johnson, Ollivier, Taplin

Members Absent: Fernandez

Staff Present: Van Vleck, Ziegler, Davies-Hughes, Will, Leonard, Harris

**C. BOARD RECOGNITION**

(1) Newly Hired, Newly Permanent Certificated and Classified Employees

**D. RECONVENING OF OPEN SESSION (District Office - 2100 J Street - Room 116)**

President Ollivier called the open session to order at 5:05 p.m.

Members Present: Duncan, Johnson, Ollivier, Taplin

Members Absent: Fernandez

Staff Present: Van Vleck, Ziegler, Davies-Hughes, Will, Leonard, Harris

**E. PUBLIC COMMENT ON CLOSED SESSION ITEMS**

Byron Zinselmeir provided public comment to the Board. He states he would be hard-pressed to find teachers who feel positive about working for ECS. Teachers are talking negatively about the District. If the District wants to be a destination District, they are going about it all wrong. He challenged the Board to prove their appreciation for the teachers. The next round of negotiations if scheduled for November 4<sup>th</sup>. He notes concern with continued division and the possibility of a major action. The Trustees need to be doing their best for everyone in the District. He requests the Board direct the Superintendent to settle negotiations.

**F. CLOSED SESSION (Closed to Public) (Room 118)**

President Ollivier moved the meeting to closed session to discuss closed session Items.

(2) Employee Discipline, Dismissal, Release, Accept the Resignation of a Public Employee (GC § 54957)

- (3) Public Employee Appointment (Gov. Code §54957) - See Personnel Action Report Consent Agenda Item No. N(11)
- (4) Public Employment (Gov. Code §54957) - See Personnel Action Report Consent Agenda Item No. N(11)
- (5) Conference with Labor Negotiator Superintendent Van Vleck Regarding Eureka Teachers Association, Classified White and Blue Collar Units, and/or Unrepresented Employees (Confidential and Classified and Certificated Management) (GC § 54957.6)

**G. RECONVENING OF OPEN SESSION**

President Ollivier reconvened the meeting at 6:35 p.m.

Members Present: Johnson, Ollivier, Fernandez, Duncan, Taplin, Watson

Members Absent: None

Staff Present: Van Vleck, Ziegler, Davies-Hughes, Will, Leonard, Harris

**H. REPORT OUT FROM CLOSED SESSION**

There was no action to report on closed session Items F(2), F(3), F(4), and F(5).

**I. PLEDGE OF ALLEGIANCE TO THE FLAG – Alice Birney Elementary School**

Students from Alice Birney Student Council led the Board in the pledge of allegiance and presented on diversity.

**J. BOARD RECOGNITION**

- (6) Recognition of Students Who Received a Perfect Score on California Assessment of Student Performance and Progress (CAASPP)

Michael Davies-Hughes provided awards to ECS students who received a perfect score on the CAASPP assessment. The students and their respective 2020-2021 schools are Willow Dinning - Washington Elementary School, Rina Ferroggiaro - Zane Middle School, and Alyson Johnson - Eureka High School.

**K. ADJUSTMENTS TO THE AGENDA**

- (7) Approval of the Agenda

No adjustments to the Agenda.

It was M/S by Duncan/Fernandez to approve the Agenda. Student Board Representative: yes 1, no 0, absent 0. Governing Board: yes 5, noes 0, absent 0. Motion carried.

**L. INFORMATION**

- (8) Student Reports

Robert Norris provided an update to the Board on behalf of Eureka FFA. He updated the Board on recent activities including profits on the sales of animals, this year's theme (Branching Out), and recent meetings.

- (9) Superintendent's Report – Van Vleck congratulated Michael Davies-Hughes on becoming the new County Superintendent. He will be sworn in on Tuesday at 4:30 p.m. The employee reception earlier today went well and Van Vleck thanked everyone for attending. Tonight's Board meeting has been a great opportunity to recognize students.

(10) Board Members' Reports

Watson attended the Student Board Training through CBSA, which was exciting. She enjoyed speaking with other student Board members and finding out more about her role.

Johnson congratulated Davies-Hughes on the new position. The County will be in good shape with him at the helm.

Taplin agreed with Susan and notes Davies-Hughes will be missed. She enjoyed attending the Homecoming Parade at EHS and it was a beautiful day. Everyone had a great time.

Fernandez was unable to attend the employee recognition and the homecoming festivities due to his work schedule. He recently took on a new position and is looking forward to less travel and more time spent locally. Recently, he was able to read a book he donated to students at Grant Elementary. It was a fun experience. He also congratulated Davies-Hughes on the new position.

Duncan enjoyed homecoming and watching soccer and football games. He also noted the athletes and cheerleaders did really well and it was a fun event.

Ollivier also attended the homecoming parade with her son. She enjoyed seeing the large number of royalty from each of the clubs. She is going to be working on a substance abuse committee to help support activities at ECS. The employee recognition went well and there was a good turnout. She congratulated Davies-Hughes on the new position and is sad to see him go.

**M. PUBLIC COMMENT ON NON-AGENDA ITEMS**

**Ruth Mitchell** provided a library update to the Board. The Library Tech at Grant is taking a course to help empower library staff to support student achievement. She has already incorporated some of the things she's learned into her lessons. Mitchell reviewed library updates from various sites including Alice Birney, Washington, and EHS. There was a pumpkin patch in the library at Alice Birney



and it was enjoyed by students and staff. She is concerned about the time library techs spend on chromebook distribution, etc. She thanked Michael Davies-Hughes for his support and guidance over the years.

**Brian Boeing** provided public comment to the Board on the NASA Launch Event. He has taught for 12 years and this is his 4<sup>th</sup> year teaching science at EHS. He notes the whole science department at EHS is putting in a lot of hours and are doing their best to adapt the science department with the new standards. The NASA Launch is a community event (6:00-7:30 p.m.) and a school event (earlier in the day). There will be a NASA Engineer there to do a Q&A.

## **N. CONSENT CALENDAR**

It was M/S by Johnson/Duncan to approve the following Consent Calendar items:

- (11) Approval of Minutes from the Regular Meeting on October 7, 2021  
Referred to the Board by:  
Fred Van Vleck, Ed.D., Superintendent
- (12) Approval of Personnel Action Report No. 5  
Referred to the Board by:  
Rena Will, Director of Personnel Services and Public Affairs
- (13) Approval of September 2021 Warrants  
Referred to the Board by:  
Paul Ziegler, Assistant Superintendent of Business Services
- (14) Approval of Receipt of Grant Award Notification: 2021-22 Fresh Fruit and Vegetables Program  
Referred to the Board by:  
Paul Ziegler, Assistant Superintendent of Business Services
- (15) Approval and Receipt of Grant Award Notice: Education for Homeless Children and Youth  
Referred to the Board by:  
Paul Ziegler, Assistant Superintendent of Business Services
- (16) Approval of Declaration of Equipment as Surplus and Authorization to Sell  
Referred to the Board by:  
Paul Ziegler, Assistant Superintendent of Business Services
- (17) Approval of the 2021-2022 Career and Technical Education Advisory Committee  
Referred to the Board by:  
Michael Davies-Hughes, Assistant Superintendent Educational Services
- (18) Approval of the Memorandum of Understanding (MOU) Between Taffy Stockton Consulting and Eureka City Schools  
Referred to the Board by:

Michael Davies-Hughes, Assistant Superintendent Educational Services

Student Board Representative: yes 1, no 0, absent 0. Governing Board: yes 5, noes 0, absent 0. Motion carried.

**O. DISCUSSION/ACTION**

- (19) Approval of Criteria for Murals at Eureka City Schools  
Referred to the Board by:  
Michael Davies-Hughes, Assistant Superintendent Educational Services

Davies-Hughes presented to the Board on parameters and procedures for murals at school sites within Eureka City Schools. The proposed procedures were created through suggestions by the Inter Club Council (ICC) and collaboration with District staff.

Van Vleck notes the Board can choose to adopt as presented, modify, take no action, or ask staff to make changes and bring this item back to the Board for consideration and potential approval. Van Vleck strongly conveyed the importance of capturing the correct language in the adopted criteria, as this will be the framework for future murals in the District. Any adopted criteria will be the voice of the Board and murals will be approved based on the criteria. Murals will not be brought to the Board for individual approval and will instead be approved based on adopted criteria.

Trustees notes the criteria needs to include a reference to size and more information on where murals can go, i.e. only on sides of building, designated areas, the quad, etc. It is also noted the City uses a one per wall method. The Board discussed various criteria and ideas including the possibility of multiple murals per wall. Sometimes what a club sees in the mural may be different than what others see. Concerns are noted that micromanaging murals may limit the voices of the students.

Suggestions include looking at the different sites to determine appropriate locations, having the murals up for a set term (not into perpetuity), not doing murals at all (may create too much conflict/controversy), the importance of public art and sharing, concerns with staff not having oversight and final approval at EHS, discussion regarding safeguards in place to protect independence of the students, etc. The ICC is made up of all the Club Presidents from various clubs at EHS. It was noted that not every student at EHS is being represented in a club and some may not have a voice. The Superintendent notes the option of not allowing murals, as there will be controversy either way, as evident in the Board's discussion.

It was M/S by Fernandez to approve the Criteria for Murals at Eureka City Schools, as presented. Motion failed due to lack of second.

The Board would like staff to revise the proposal to include additional information on appropriate sizing and placement, designated areas, and one mural per club. The intent of the murals should be to bring people together. Staff will bring back a revised criteria proposal at the Board meeting on November 18<sup>th</sup>. No action taken.

- (20) Approval of the 2021 ESSER III Expenditure Plan  
Referred to the Board by:  
Michael Davies-Hughes, Assistant Superintendent Educational Services

Davies-Hughes notes this is the District's plan for meeting the social, emotional, and mental health needs of students. The ESSER III Expenditure Plan outlines strategies for continuous and safe in-person learning.

It was M/S by Duncan/Johnson to approve the 2021 ESSER III Expenditure Plan. Student Board Representative: aye 1, no 0, absent 0. Governing Board: ayes 5, noes 0, absent 0. Motion carried.

- (21) Resolution 21-22-007 of Recruitment Efforts and Credential Assignment Option and Approval of the Local Assignment Option for hiring a Math Teacher, Rachel DeMario, under EC 44256(b)  
Referred to the Board by:  
Rena Will, Director of Personnel Services and Public Affairs

Will reviewed the requirement efforts to-date relating to hiring math teachers. After extensive recruitment efforts, the Board is asked to approve a local assignment option in order to hire an applicant at Winship. This will allow other staff to move into other roles.

It was M/S by Duncan/Ollivier to approve the Resolution 21-22-007 of Recruitment Efforts and Credential Assignment Option and Approval of the Local Assignment Option for hiring a Math Teacher, Rachel DeMario, under EC 44256(b). Student Board Representative: aye 1, no 0, absent 0. Governing Board: ayes 5, noes 0, absent 0. Motion carried.

## **P. DISCUSSION**

- (22) Annual Report to the Board on the English Learner Progress (as per BP 6174 (g))  
Referred to the Board by:  
Michael Davies-Hughes, Assistant Superintendent Educational Services

Davies-Hughes presented the annual report to the Board on progress for English language learner students. Davies-Hughes notes a high amount of students have reclassified as English proficient, which is exciting, and a credit to the hard work being done. He reviewed the 2020 EL LCAP goals.

- (23) Equipment Replacement Needs  
Referred to the Board by:  
Paul Ziegler, Assistant Superintendent of Business Services

Ziegler provided an update to the Board on equipment replacement needs. The list is thorough but does not include all items. Ziegler reviewed items that need replacement in various departments including transportation, the school bus fleet, operations and maintenance, additional maintenance (including roofs, playgrounds, etc.), food services, technology, sites, etc.

- (24) Policy Updates from CSBA - June 2021 (First Review)  
Referred to the Board by:  
Fred Van Vleck, Ed.D., Superintendent

This is the first review of the June 2021 policies from CSBA. This item will be brought back to the Board on the Consent Calendar at the next Board meeting.

**Q. CLOSED SESSION**

Closed session did not continue.

**R. RECONVENING OF OPEN SESSION**

Not applicable. Closed session did not continue.

**S. REPORT OUT FROM CLOSED SESSION**

Not applicable. Closed session did not continue.

**T. INFORMATIONAL ONLY ITEMS**

**U. ADJOURNMENT**

President Ollivier adjourned the meeting at 8:28 p.m.

Respectfully submitted,

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Fred Van Vleck, Ed.D.  
Secretary of the Board of Education

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Micalyn Harris, Recording Secretary

*Eureka City Schools Board of Education*

**AGENDA ITEM**

Agenda Title: Approval of the Memorandum of Understanding (MOU) between the Humboldt County Office of Education and Eureka City Schools for Differentiated Assistance Plan

Meeting Date: November 18, 2021

Item: Consent

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is being asked to approve the MOU between HCOE and Eureka City Schools regarding the Differentiated Assistance Plan (DAP) for the 2021-2022 school year.

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

This MOU is an agreement that HCOE will fund .5 FTE for Toni Smart, a Teacher on Special Assignment (CARE Specialist) at Alice Birney, for 2021-2022.

**STRATEGIC PLAN/PRIORITY AREA:**

This applies to all strategic plan/priority areas.

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

This is the third year of the plan.

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

Eureka City Schools will request a transfer of funds for \$48,561.30 for salary and benefits for the 2021-2022 fiscal year.

**WHO** *(list the name of the contact person(s), job title, and site location)*

Fred Van Vleck, Superintendent

**ATTACHMENTS:**

Description

▣ MOU

Memorandum of Understanding  
Humboldt County Office of Education

Differentiated Assistance: Instructional Coach Position

**This Memorandum of Understanding (MOU)** is between the Humboldt County Office of Education (HCOE) and the Eureka City School (ECS). HCOE and ECS have come together to collaborate by sharing identified services outlined in the Differentiated Assistance Plan (DAP). This MOU is an agreement that HCOE will fund .5 FTE of, Toni Smart, a CARE Specialist Teacher on Special Assignment "TOSA" position from August 18, 2021-June 17, 2022.

**Eureka City Schools Responsibilities:**

ECS will request a Transfer of Funds of \$48,561.30 for salary and benefits for the time frame listed above from HCOE. The transfer will be made in two installments.

ECS understands the CARE Specialist will participate in the HCOE Instructional Coach NIC program and that the district will cover travel costs incurred by the CARE Specialist.

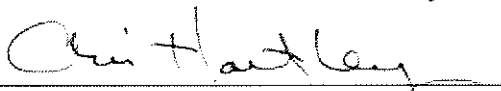
**Humboldt County Office of Education Responsibilities:**

HCOE will complete the Transfer of Fund request in two installments, the first will be January 31, 2022 and the second will be May 31, 2022. The amount of transfer may be amended, pending updated Statutory Benefits and Health and Welfare rates, along with negotiated settlements.

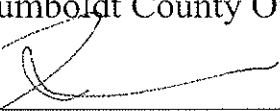
HCOE will facilitate and organize the Instructional Coach NIC program.

**Terms of Agreement:**

This MOU will remain in effect from July 1, 2021 to June 17, 2022.

Signature:   
Chris Hartley, Ed.D., Superintendent  
Humboldt County Office of Education

Date: 10/22/2021

Signature:   
Fred VanVleck, Superintendent  
Eureka City Schools

Date: 10/26/21

*Eureka City Schools Board of Education*

**AGENDA ITEM**

Agenda Title: Approval of Grant Intent to Apply: AB 841 Funding, Indoor Air Quality Engineering Services

Meeting Date: November 18, 2021

Item: Consent

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is asked to approve the grant intent to apply for AB 841 funding, indoor air quality engineering services.

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

The California Energy Commission was authorized by Assembly Bill (AB) 841 (Chapter 372, Statutes of 2020) to design, administer, and implement the California Schools Healthy Air, Plumbing, and Efficiency Program (CalSHAPE). CalSHAPE includes two grant programs, CalSHAPE Plumbing and CalSHAPE Ventilation, for eligible parties within the service territories of the large electric and natural gas utilities in California.

If approved for CalSHAPE Ventilation grant funding, the district will implement a variety of initiatives allowed under the initial round of the grant, including site assessment, testing, and maintenance, replacement of filtration systems, installation of CO2 monitors, and other potential repairs of ventilation systems. The district may also elect to submit application for various plumbing projects separate from this application under the CalSHAPE Plumbing program. Approval of first round funding further positions the district to apply for round two funding, which would be used to augment heating and ventilation system upgrades for the Eureka High School Science Building modernization project.

**STRATEGIC PLAN/PRIORITY AREA:**

Priority Area 12: NEW AND MODERNIZED FACILITIES

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

Not applicable.

**HOW MUCH***(list the revenue amount \$ and/or the expense amount \$)*

The award is estimated at \$531,000.

**WHO***(list the name of the contact person(s), job title, and site location)*

Paul Ziegler, Assistant Superintendent of Business Services

**ATTACHMENTS:**

Description

- ▢ Summary of Award
- ▢ Independent Study Proposal
- ▢ Lafayette Proposal
- ▢ EHS Proposal
- ▢ Zane Proposal
- ▢ Alice Birney Proposal
- ▢ Grant Proposal
- ▢ Zoe Barnum Proposal





### Eureka AB 841 Complete Summary of Award

<b>AB 841 Assessment, Testing, Maintenance</b> (Includes initial assessment – then allowed repairs, adjustments, maintenance routines at all sites per AB841 guidelines- see below for typical repairs work scope)	<b>Filtration</b> MERV8 to MERV13 (varies)	<b>CO2 Monitors</b> Pelican TS250 or other	<b>AB 841 Contingency Fund (20%)</b> (Additional repairs and emergency purchases at all sites per AB 841 guidelines - see below for typical repairs, purchases work scope)	<b>Estimated Total AB 841 Grant Award</b>
<b>\$317,000 (max award)</b>	<b>\$22,849(Set)</b>	<b>\$103,627 (Set)</b>	<b>\$88,600 (max award)</b>	<b>\$531,000 (10-22-21)</b>
<ol style="list-style-type: none"> <li>1. As found TAB readings of all supply &amp; return grilles &amp; build out a deficiency log <ul style="list-style-type: none"> <li>○ Provide a report of all readings and indicate any deficiencies from original design requirements with recommendations for corrections.</li> <li>○ If the space use has changed since the original design, the report will include recommendations for corrections.</li> </ul> </li> <li>2. Measure all Exhaust flows &amp; build deficiency log <ul style="list-style-type: none"> <li>○ Perform as found TAB readings on all Exhaust air flows and provide a report of all readings</li> <li>○ Indicate any deficiencies from original design requirements.</li> </ul> </li> <li>3. Test Demand Ventilation Systems <ul style="list-style-type: none"> <li>○ Demand systems will be tested for proper operation, including sensor calibration tests.</li> <li>○ Provide a report of findings with recommendations for corrections, maintenance, or adjustments for the proper operation of the systems</li> </ul> </li> <li>4. Control Sequence test &amp; review, verify daily flush, operation times &amp; setpoints <ul style="list-style-type: none"> <li>○ For each HVAC system with a Direct Digital (DDC)control system, inspect the system and review its control sequences,</li> <li>○ Verify outside air control, verify it provides a daily flush of outside air, and document its operating times &amp; setpoints.</li> </ul> </li> </ol>	<ol style="list-style-type: none"> <li>1. Provide Change of filters to MERV 13 if the HVAC systems have less than MERV 13 filters,</li> <li>2. Ensure the system can provide the required pressure for their operation</li> </ol>	<ol style="list-style-type: none"> <li>1. Install CO2 monitors in each classroom that does not presently have any CO2 monitoring capability.</li> <li>2. Stand-alone sensor with a readout so the staff can observe the present CO2 level in the classroom.</li> </ol>	<ol style="list-style-type: none"> <li>1. Economizer repair <ul style="list-style-type: none"> <li>○ Provide Economizer repair as recommended in the assessment or testing reports</li> </ul> </li> <li>2. Repair or maintain demand ventilation system <ul style="list-style-type: none"> <li>○ Repair or maintain the demand ventilation system as recommended in the assessment or testing reports</li> </ul> </li> <li>3. Repair coils <ul style="list-style-type: none"> <li>○ Repair all cooling or heating coils as recommended in the assessment or testing reports</li> </ul> </li> <li>4. HVAC system repair or replace <ul style="list-style-type: none"> <li>○ Provide HVAC system repairs, corrections, or maintenance as recommended in the assessment testing reports</li> </ul> </li> </ol>	



<ul style="list-style-type: none"><li>○ Provide a report of findings with recommended corrections or required maintenance.</li></ul> <p>5. Title 24 verification of ventilation / Outside Air (OSA)</p> <ul style="list-style-type: none"><li>○ Provide Title 24 verification of outside air flow for ventilation by conducting the required startup</li><li>○ Verification with CEC form "CEC-NRCA-MCH-02-A– Outdoor Air Acceptance"</li></ul> <p>6. Title 24 verification of economizers</p> <ul style="list-style-type: none"><li>○ Provide Title 24 verification of economizer operation by conducting the required startup and verification CEC form "CEC-NRCA-MCH-05-A– Air Economizer Controls"</li></ul> <p>7. Title 24 verification of demand ventilation</p> <ul style="list-style-type: none"><li>○ Provide Title 24 verification of existing demand ventilation systems</li><li>○ Conducting the required startup and verification CEC form CEC-NRCA-MCH-06-A–Demand Control Ventilation Systems Acceptance"</li></ul> <p>8. ASHRAE restart procedure for buildings</p> <ul style="list-style-type: none"><li>○ For any facility that has been previously unoccupied for over six months, perform an ASHRAE restart procedure for buildings per <a href="https://www.ashrae.org/technical-resources/building-readiness">https://www.ashrae.org/technical-resources/building-readiness</a>.</li><li>○ Includes verification that all the Basic assessments and testing have been completed.</li><li>○ Provide Building Readiness Plan, verify the pre- and post-building flush with outside air is completed</li><li>○ Verify the building's mode of operation for occupied and unoccupied times.</li></ul>			<ul style="list-style-type: none"><li>○ Work must be supported by AB841 contingency or emergency use funds</li></ul> <p>5. Other emergency fixes or equipment purchases allowed under AB841 requirements or CEC guidelines</p>	
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October 26, 2021

Mr. Fred Van Vleck, Ed.D.  
Superintendent  
Eureka City Unified School District  
2100 J Street  
Eureka, CA 95501

**RE: Proposal for Indoor Air Quality Engineering Services  
Independent Study Humboldt Virtual Academy HVAC Analysis  
216 West Harris Street  
Eureka, CA 95501  
HVAC Analysis of Ventilation Systems, Airflow Distribution, and Quality Monitoring Services  
KFI /LWPP Proposal #21-1334**

Dear Mr. Van Vleck,

KFI Engineers (KFI) and LifeWings Peak Performance (LWPP) are pleased to provide this proposal for Mechanical engineering and Medical management services on the above-referenced Project. This proposal outlines our anticipated scope of work and estimated project costs. Understanding the SARS-CoV-2 virus's physical characteristics, movement, and impact on high-risk infection areas is crucial in reducing risk. Attention to the biological, epidemiological, and virological principles of how respiratory aerosols disseminate, how secondary infection cases identify, and how proper infection control procedures affect transmission risks is critical. It is essential to match building control strategies with space density, consider people's movement, manage indoor air quality and airflow, and account for failure's consequences. This proposal outlines our scope of work and associated compensation. This proposal is valid for 45 days from the proposal date.

**PROJECT UNDERSTANDING**

Eureka City Unified School District is considering individual facility studies for all occupied elementary schools, middle schools, continuation school, independent study school, and high school buildings. The analysis shall identify COVID 19 protocols and improvements for air handling units (AHUs) and building ventilation necessary to:

1. Support improved student/staff cognitive function<sup>1</sup>, which is essential for:
  - Attention and learning
  - Social, emotional development
  - Mental health and well-being
2. Minimize the risk of transmission of COVID-19 and other airborne infectious diseases as a means of:
  - Reducing student and employee absences
  - Maximizing the instruction
  - Lowering costs for substitute employees
  - Reducing costs for employee medical insurance
  - Maximizing apportionment derived from attendance
3. Eliminate other airborne hazards that negatively impact student and employee health

<sup>1</sup> [https://schools.forhealth.org/wp-content/uploads/2020/02/Schools\\_ForHealth\\_UpdatedJan21.pdf](https://schools.forhealth.org/wp-content/uploads/2020/02/Schools_ForHealth_UpdatedJan21.pdf)

This study shall identify protocols and improvements to prevent the spread of viral pathogens with the HVAC systems at each school site. The final assessment report will provide;



- Prioritized recommendations with the benefits and limitations of each option
- Schedule of funding available to local education agencies; ESSER 1,2,3 and Assembly Bill 841 (AB 841 CalSHAPE, California Schools Healthy Air, Plumbing, and Efficiency Program) to support SaferAir
- A checklist for building staff to use for verifying the currently available safety practices
- Review of system/school maintenance practices

#### **BASIC SERVICES SCOPE OF WORK**

LWPP and KFI will perform the following scope of work:

**Part A:** LWPP and KFI provide an expert Clinical and Human Factors assessment of the facilities policies, procedures, and protocols for best practice epidemic response to provide the safest facilities meeting current guidelines and regulatory requirements. Assessment includes:

1. Determine essential operating and maintenance procedures /protocols to attain facility and HVAC "Defense in Depth" ensuring ventilation systems deliver air within design standards, as defined by:
  - a. Preventing deviations from normal HVAC operations
  - b. Detecting and controlling air quality deviations
  - c. Incorporating safety features, techniques, and procedures to avoid occupant exposures or injury
  - d. Mitigating the consequences of outbreaks or illness
2. Determine Hardwired Safety Tools (HST) required to meet identified deficiencies in the highest areas of risk
3. Conduct a current state review of Maintenance system strengths and opportunities.
  - a. Review facility maintenance practices and personnel skills
  - b. Identify maintenance/facilities Key Performance Indicators (KPI) and elements of a Daily Management System (DMS)

**Part B:** KFI Engineers and LWPP provide an expert Engineering Assessment of the facility's building systems characteristics for filtration, outside airflow (OSA), air-cleaning devices, and room airflow patterns for correct response to COVID-19. Building Assessment includes:

1. Reviewing critical exhaust systems and outside air flows of all air handling units
  - a. Inspections to determine OSA are (fully) operational
  - b. Visual inspections of filtration systems
2. Creating a ventilation management matrix in compliance with ASHRAE 62.
  - a. Williams and Bryant furnace units
  - b. International Comfort Units
3. Review of all existing testing and balance (TAB) reports (TAB ensures that HVAC systems are operating properly and delivering the correct air quantities inside a building)
4. Conduct ambient air testing for volatile organic compounds (VOC), particulate, formaldehyde, ozone
5. Evaluation of all activities for compliance with ASHRAE 17
6. Provide AHU zone plans indicating new outside airflow values
7. Provide drawings showing system changes or adjustments for correct COVID-19 response
8. Air Monitoring review

#### **Assessment Deliverables:**

1. Provide a report of findings and recommendations based on the evaluations above. Report formatted as follows:



- a. Introduction and Three sets of Recommendations (Table 1,2,3)
  - i. **Table 1** – Immediate HVAC adjustments implemented by school facilities site team after 2-3 weeks of the pilot process
  - ii. **Table 2** – Secondary HVAC and BAS adjustments, made mainly through the site team; outside help possibly required
  - iii. **Table 3** – Recommendations requiring capital spend and approval (requires ESSER, AB 841 funding)
- b. ASHRAE guidelines and applicability to the school system
- c. Provide a matrix to include the following information. Existing HVAC system design parameters, age, latest test and balance date, code-compliant, and filtration type.
  - i. Create building HVAC zone maps
  - ii. Calculate ventilation requirements based on ASHRAE 62.1 guidelines
  - iii. Evaluate TAB reports for available static pressure for increased filtration
- d. Recommendations to improve filtration based on system designs.
- e. Building Automation System (BAS) system recommended modifications based on ASHRAE guidelines
- f. School system visual review findings (air intake and exhaust separations, air distribution system review for obstacles for optimal distribution)
  - i. Inspection of all airside control systems
  - ii. Report out on selected room/space airflows, airpath movements
  - iii. Provide baseline measurements for ambient air testing (volatile organic compounds, CO2, ozone, particulates, etc.)
- g. Review and provide solutions for nurse's area or other area ventilation system for isolation rooms.
- h. Recommendations for modifications, increased air changes, airflow, air distribution, and addition of HEPA filtration in a room
  - i. Perform calculations for cooling and heating capacity, recommended filtration
  - ii. Provide OSA report, load and filter capabilities report
- i. Identify needed equipment Briefings, Indoor Air Quality (IAQ) Monitoring checklists, Emergency Response & Safety protocols
- j. List Maintenance/Facilities operations immediate future state changes and improvement opportunities:
  - i. List key findings, learnings, and improvement tracks that include:
    - Minimal investment
    - Moderate investment
    - Significant investment
  - ii. Identify scripting and coaching tools needed to hold teams accountable to daily/weekly/monthly routines
  - iii. List minimum elements of a Daily Management System (DMS)
- k. Recommended Monitoring / Measurement Strategy and Immediate actions
  - i. Monitoring strategy and considerations - Climatic zones, indoor air systems, outdoor air, building age, impedance points
  - ii. Equipment - sensors, alarms, calibration, maintenance
  - iii. Measuring IAQ and COVID HVAC success:
    - 1. IAQ monitoring and critical response trends



2. Airflow, exchange rates, outside air
3. Filtration and technology measurements
4. Illness, infection, absence levels (staff, student)
5. Student test scores and achievement trends
6. Workers' comp, medical claims trends (staff)

#### **Additional Project Deliverables, repair, and adjustments**

1. As found TAB readings of all supply & return grilles & build out a deficiency log
  - Provide a report of all readings and indicate any deficiencies from original design requirements with recommendations for corrections.
  - If the space use has changed since the original design, the report will include recommendations for corrections.
2. Measure all Exhaust flows & build deficiency log
  - Perform as found TAB readings on all Exhaust air flows and provide a report of all readings
  - Indicate any deficiencies from original design requirements.
3. Test Demand Ventilation Systems
  - Demand systems will be tested for proper operation, including sensor calibration tests.
  - Provide a report of findings with recommendations for corrections, maintenance, or adjustments for the proper operation of the systems
4. Control Sequence test & review, verify daily flush, operation times & setpoints
  - For each HVAC system with a Direct Digital (DDC) control system, inspect the system and review its control sequences,
  - Verify outside air control, verify it provides a daily flush of outside air, and document its operating times & setpoints.
  - Provide a report of findings with recommended corrections or required maintenance.
5. Title 24 verification of ventilation / Outside Air (OSA)
  - Provide Title 24 verification of outside air flow for ventilation by conducting the required startup
  - Verification with CEC form "CEC-NRCA-MCH-02-A-Outdoor Air Acceptance"
6. Title 24 verification of economizers
  - Provide Title 24 verification of economizer operation by conducting the required startup and verification CEC form "CEC-NRCA-MCH-05-A- Air Economizer Controls"
7. Title 24 verification of demand ventilation
  - Provide Title 24 verification of existing demand ventilation systems
  - Conducting the required startup and verification CEC form CEC-NRCA-MCH-06-A-Demand Control Ventilation Systems Acceptance"
8. ASHRAE restart procedure for buildings
  - For any facility that has been previously unoccupied for over six months, perform an ASHRAE restart procedure for buildings per <https://www.ashrae.org/technical-resources/building-readiness>.



- Includes verification that all the Basic assessments and testing have been completed.
- Provide Building Readiness Plan, verify the pre- and post-building flush with outside air is completed
- Verify the building's mode of operation for occupied and unoccupied times.

## COMPENSATION

### Basic Services Fee

For the Basic Services Scope of Work described above, the Client shall compensate KFI and LifeWings as follows:

**Fixed fee in the amount of \$12,100.** Travel and production expenses are included in the fixed fee.

## COMPENSATION

### Other services fees

#### **Install MERV13 (or highest practical) filters - \$146.00**

1. Provide Change of filters to MERV 13 if the HVAC systems have less than MERV 13 filters,
2. Ensure the system can provide the required pressure for their operation

#### **Install CO2 Monitors - \$1797.00**

1. Install CO2 monitors in each classroom that does not presently have any CO2 monitoring capability.
2. Stand-alone sensor with a readout so the staff can observe the present CO2 level in the classroom.

#### **Additional Repair Efforts covered by Contingency Funds (to be completed as needed) - \$2808.00**

1. Economizer repair
  - Provide Economizer repair as recommended in the assessment or testing reports
2. Repair or maintain demand ventilation system
  - Repair or maintain the demand ventilation system as recommended in the assessment or testing reports
3. Repair coils
  - Repair all cooling or heating coils as recommended in the assessment or testing reports
4. HVAC system repair or replace
  - Provide HVAC system repairs, corrections, or maintenance as recommended in the assessment testing reports
  - Work must be supported by AB841 contingency or emergency use funds
5. Other emergency fixes or equipment purchases allowed under AB841 requirements or CEC guidelines

#### **Information Provided by Others**

1. Existing building plans (HVAC plans in PDF)
2. Access to building automation system remotely
3. Performance and operation data for existing MEP systems (test and balance reports)

## PROJECT SCHEDULE



- TBD based on approval of the contract.

#### EXCLUSIONS

1. Exclusions (*may be provided as an additional service upon request*):
  - Construction documents and bid packages
  - Equipment bidding and procurement
  - Architectural design work and building code review
  - Building enclosure air-tightness testing
  - Detailed cost estimating
  - Special inspections

#### Additional Services

The Client may request KFI to provide additional services beyond the Basic Services Scope of Work (design services for implementation of recommendations, etc.)

Invoicing will occur monthly; payment terms are net 30 days, with no retainage.

If you find this proposal acceptable, we can commence work immediately. Don't hesitate to contact Richard Doss at 952.201.9560 or Randy Christenson at 612.801.0175 if you have any questions.

Thank you for the opportunity to provide engineering and medical management services for this Project. A multiple barriers approach, including enhanced ventilation, particle filtration, air disinfection, and improved PPE, should be considered to reduce viral transmission risks. In addition, findings and recommended HVAC / building improvements to reduce SARS-CoV-2 transmission can also be applied to other respiratory viruses.

Respectfully submitted,

**KFI Engineers**

**Accepted By:**  
**Eureka City Unified School District**

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**Randy P. Christenson, P.E.**  
**Director**

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**Date**

Attachments:  
KFI Terms and Conditions

KFI Engineers CIA S & F template version 2021 0311





## TERMS AND CONDITIONS

1. Acceptance of Proposal: The attached proposal for professional services, together with these terms and conditions, is the “**Proposal**.” This proposal is an offer by KFI that is not binding unless and until CLIENT accepts it. CLIENT may accept this proposal within 45 days after the date of this proposal by returning a fully-executed copy of this Proposal to KFI or by otherwise accepting this proposal in writing. **Acceptance of the proposal and beginning work is contingent upon CLIENT receiving approval of AB841 award in the amount requested/applied for.** Upon CLIENT's acceptance, this proposal will become a binding agreement between CLIENT and KFI (this “**Agreement**”). If CLIENT does not accept this proposal within the 45 days after the date of this proposal, it shall expire and shall no longer be binding. No changes to this proposal will be binding on KFI unless KFI accepts them in writing.
2. Change Requests and Change Orders: This Agreement may not be modified except in writing. If CLIENT wishes to modify the scope of work described in this Agreement, CLIENT must submit a written work scope change request. KFI will respond promptly by stating in writing what effect, if any, the request will have on the price and schedule of delivery of the professional services described by this Agreement (the “**Professional Services**”). If KFI and CLIENT agree on a work scope change request and any adjustment to the price or delivery date, CLIENT and KFI will sign a change request modifying this Agreement.
3. Delays: KFI will not be liable for any delay that results any cause outside of KFI's commercially reasonable control. If the Project covered by this Agreement (the “**Project**”) is delayed for more than 120 days for any reason other than a cause within KFI’s commercially reasonable control, KFI may, at its sole option, cancel this Agreement and the Project by delivering a written termination notice to CLIENT, in which case CLIENT will pay KFI for all fees and charges incurred, and all Professional Services completed, through the date of the termination, and neither party shall have any further rights or obligations under or in connection with this Agreement or the Project.
4. Delivery: KFI will make every commercially reasonable effort to complete the Professional Services by the date or dates stated in this Agreement, but KFI SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL, ARISING OUT OF ANY DELAY IN DELIVERY OF THE PROFESSIONAL SERVICES.
5. Limit of Liability: KFI’s liability to CLIENT for any error or omission (including claims for indemnity or contribution) is limited to KFI’s fee.
6. Cancellation: CLIENT may cancel this Agreement by delivering a written cancellation notice to KFI before the Professional Services are completed, provided that CLIENT must pay KFI at KFI’s current standard billing rates for the time and materials that KFI expended through the date of cancellation. All designs, drawings and specifications shall remain the property of KFI.
7. Reuse of KFI’s Plans, Specifications, and Other Documents: All plans, specifications, and other documents furnished by KFI are instruments of KFI’s services for use solely for the Project, and KFI retains all ownership and property rights in them regardless whether the Project is completed. CLIENT may retain copies for reference in connection with the use and occupancy of the Project, but KFI does not represent that the documents are suitable for reuse on extension of the Project or on other projects. CLIENT will defend and indemnify KFI from all claims or losses arising out of the unauthorized use of the documents.



8. Insurance: KFI will maintain worker's compensation insurance, professional liability insurance, and comprehensive general insurance and will provide CLIENT with a certificate of insurance upon request.
9. Third-party Indemnification: KFI agrees to hold CLIENT harmless from any claim by any person, firm, corporation, or governmental unit that is caused by or arises out of negligent acts or omissions of KFI. CLIENT agrees to hold KFI harmless from any claim by any person, firm, corporation, or governmental unit that is caused by or arises out of negligent acts or omissions of CLIENT.
10. Resolution of Disputes: Any controversy, claim or dispute arising out of or relating in any manner to this Agreement or the Project shall be resolved as follows: Both parties will first attempt in good faith to promptly resolve the controversy, claim or dispute by negotiations between senior executives of the parties who have authority to settle the matter and who do not have direct responsibility for the administration of the Project. If the controversy, claim, or dispute has not been resolved by such negotiations within 60 days after written request by either party, the matter shall upon written request of either party then be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall be experienced in and have knowledge of the professional service(s) discipline KFI has been contracted for. The parties agree that any arbitration hearing shall be held in Saint Paul, Minnesota. Any claim in connection with this Agreement or the Project not made within 2 years after completion of the Professional Services shall be waived.
11. Resolution of Dispute Costs: The prevailing party to any dispute arising out of or relating to this Agreement or the Project shall be entitled to recover its reasonable fees and costs from the other party, including attorney fees and the costs of any arbitration, lawsuit, or other proceeding.
12. Force Majeure: The obligations of KFI and the CLIENT to perform under this Agreement shall be excused during each period of delay caused by matters which are beyond the reasonable control of the party obligated to perform, such as, acts of God, fire, flood and other weather conditions, war, embargo, explosions, riots, laws, rules, regulations and order of any governmental authority.
13. Miscellaneous: This Agreement comprises the final and complete agreement between KFI and CLIENT. It supersedes all previous or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement and shall be binding upon the heirs, executors, administrators, successors and assigns of KFI and CLIENT. Neither KFI nor CLIENT may assign or transfer this Agreement or any rights or interest in this Agreement, and no third party is intended to be benefited by this Agreement.
14. Payment: Fees and charges are due upon CLIENT's receipt of an invoice. CLIENT will pay a late payment charge of 10% per annum on the balance due beginning 30 days from the original invoice date. Each invoice from KFI shall be deemed correct, conclusive, and binding on CLIENT unless CLIENT, within 10 days after receiving that invoice, notifies KFI in writing of any claimed inaccuracies, discrepancies, or errors. If CLIENT fails to pay KFI within 30 days after receiving an invoice, KFI shall have the right to cancel this Agreement, in which case CLIENT shall pay KFI for all fees and charges incurred, and all Professional Services performed, through the date of termination.



October 26, 2021

Mr. Fred Van Vleck, Ed.D.  
Superintendent  
Eureka City Unified School District  
2100 J Street  
Eureka, CA 95501

**RE: Proposal for Indoor Air Quality Engineering Services  
Lafayette Elementary School HVAC Analysis  
3100 Park Street  
Eureka, CA 95501  
HVAC Analysis of Ventilation Systems, Airflow Distribution, and Quality Monitoring Services  
KFI /LWPP Proposal #21-1333**

Dear Mr. Van Vleck,

KFI Engineers (KFI) and LifeWings Peak Performance (LWPP) are pleased to provide this proposal for Mechanical engineering and Medical management services on the above-referenced Project. This proposal outlines our anticipated scope of work and estimated project costs. Understanding the SARS-CoV-2 virus's physical characteristics, movement, and impact on high-risk infection areas is crucial in reducing risk. Attention to the biological, epidemiological, and virological principles of how respiratory aerosols disseminate, how secondary infection cases identify, and how proper infection control procedures affect transmission risks is critical. It is essential to match building control strategies with space density, consider people's movement, manage indoor air quality and airflow, and account for failure's consequences. This proposal outlines our scope of work and associated compensation. This proposal is valid for 45 days from the proposal date.

**PROJECT UNDERSTANDING**

Eureka City Unified School District is considering individual facility studies for all occupied elementary schools, middle schools, continuation school, independent study school, and high school buildings. The analysis shall identify COVID 19 protocols and improvements for air handling units (AHUs) and building ventilation necessary to:

1. Support improved student/staff cognitive function<sup>1</sup>, which is essential for:
  - Attention and learning
  - Social, emotional development
  - Mental health and well-being
2. Minimize the risk of transmission of COVID-19 and other airborne infectious diseases as a means of:
  - Reducing student and employee absences
  - Maximizing the instruction
  - Lowering costs for substitute employees
  - Reducing costs for employee medical insurance
  - Maximizing apportionment derived from attendance
3. Eliminate other airborne hazards that negatively impact student and employee health

<sup>1</sup> [https://schools.forhealth.org/wp-content/uploads/2020/02/Schools\\_ForHealth\\_UpdatedJan21.pdf](https://schools.forhealth.org/wp-content/uploads/2020/02/Schools_ForHealth_UpdatedJan21.pdf)

This study shall identify protocols and improvements to prevent the spread of viral pathogens with the HVAC systems at each school site. The final assessment report will provide;



- Prioritized recommendations with the benefits and limitations of each option
- Schedule of funding available to local education agencies; ESSER 1,2,3 and Assembly Bill 841 (AB 841 CalSHAPE, California Schools Healthy Air, Plumbing, and Efficiency Program) to support SaferAir
- A checklist for building staff to use for verifying the currently available safety practices
- Review of system/school maintenance practices

#### **BASIC SERVICES SCOPE OF WORK**

LWPP and KFI will perform the following scope of work:

**Part A:** LWPP and KFI provide an expert Clinical and Human Factors assessment of the facilities policies, procedures, and protocols for best practice epidemic response to provide the safest facilities meeting current guidelines and regulatory requirements. Assessment includes:

1. Determine essential operating and maintenance procedures /protocols to attain facility and HVAC "Defense in Depth" ensuring ventilation systems deliver air within design standards, as defined by:
  - a. Preventing deviations from normal HVAC operations
  - b. Detecting and controlling air quality deviations
  - c. Incorporating safety features, techniques, and procedures to avoid occupant exposures or injury
  - d. Mitigating the consequences of outbreaks or illness
2. Determine Hardwired Safety Tools (HST) required to meet identified deficiencies in the highest areas of risk
3. Conduct a current state review of Maintenance system strengths and opportunities.
  - a. Review facility maintenance practices and personnel skills
  - b. Identify maintenance/facilities Key Performance Indicators (KPI) and elements of a Daily Management System (DMS)

**Part B:** KFI Engineers and LWPP provide an expert Engineering Assessment of the facility's building systems characteristics for filtration, outside airflow (OSA), air-cleaning devices, and room airflow patterns for correct response to COVID-19. Building Assessment includes:

1. Reviewing critical exhaust systems and outside air flows of all air handling units
  - a. Inspections to determine OSA are (fully) operational
  - b. Visual inspections of filtration systems
2. Creating a ventilation management matrix in compliance with ASHRAE 62.
  - a. Bard units, Williams and Empire direct vent units
  - b. International Comfort Units, Modine, other Gas-fired heaters
3. Review of all existing testing and balance (TAB) reports (TAB ensures that HVAC systems are operating properly and delivering the correct air quantities inside a building)
4. Conduct ambient air testing for volatile organic compounds (VOC), particulate, formaldehyde, ozone
5. Evaluation of all activities for compliance with ASHRAE 17
6. Provide AHU zone plans indicating new outside airflow values
7. Provide drawings showing system changes or adjustments for correct COVID-19 response
8. Air Monitoring review

#### **Assessment Deliverables:**

1. Provide a report of findings and recommendations based on the evaluations above. Report formatted as follows:



- a. Introduction and Three sets of Recommendations (Table 1,2,3)
  - i. **Table 1** – Immediate HVAC adjustments implemented by school facilities site team after 2-3 weeks of the pilot process
  - ii. **Table 2** – Secondary HVAC and BAS adjustments, made mainly through the site team; outside help possibly required
  - iii. **Table 3** – Recommendations requiring capital spend and approval (requires ESSER, AB 841 funding)
- b. ASHRAE guidelines and applicability to the school system
- c. Provide a matrix to include the following information. Existing HVAC system design parameters, age, latest test and balance date, code-compliant, and filtration type.
  - i. Create building HVAC zone maps
  - ii. Calculate ventilation requirements based on ASHRAE 62.1 guidelines
  - iii. Evaluate TAB reports for available static pressure for increased filtration
- d. Recommendations to improve filtration based on system designs.
- e. Building Automation System (BAS) system recommended modifications based on ASHRAE guidelines
- f. School system visual review findings (air intake and exhaust separations, air distribution system review for obstacles for optimal distribution)
  - i. Inspection of all airside control systems
  - ii. Report out on selected room/space airflows, airpath movements
  - iii. Provide baseline measurements for ambient air testing (volatile organic compounds, CO<sub>2</sub>, ozone, particulates, etc.)
- g. Review and provide solutions for nurse's area or other area ventilation system for isolation rooms.
- h. Recommendations for modifications, increased air changes, airflow, air distribution, and addition of HEPA filtration in a room
  - i. Perform calculations for cooling and heating capacity, recommended filtration
  - ii. Provide OSA report, load and filter capabilities report
- i. Identify needed equipment Briefings, Indoor Air Quality (IAQ) Monitoring checklists, Emergency Response & Safety protocols
- j. List Maintenance/Facilities operations immediate future state changes and improvement opportunities:
  - i. List key findings, learnings, and improvement tracks that include:
    - Minimal investment
    - Moderate investment
    - Significant investment
  - ii. Identify scripting and coaching tools needed to hold teams accountable to daily/weekly/monthly routines
  - iii. List minimum elements of a Daily Management System (DMS)
- k. Recommended Monitoring / Measurement Strategy and Immediate actions
  - i. Monitoring strategy and considerations - Climatic zones, indoor air systems, outdoor air, building age, impedance points
  - ii. Equipment - sensors, alarms, calibration, maintenance
  - iii. Measuring IAQ and COVID HVAC success:
    1. IAQ monitoring and critical response trends



2. Airflow, exchange rates, outside air
3. Filtration and technology measurements
4. Illness, infection, absence levels (staff, student)
5. Student test scores and achievement trends
6. Workers' comp, medical claims trends (staff)

#### **Additional Project Deliverables, repair, and adjustments**

1. As found TAB readings of all supply & return grilles & build out a deficiency log
  - Provide a report of all readings and indicate any deficiencies from original design requirements with recommendations for corrections.
  - If the space use has changed since the original design, the report will include recommendations for corrections.
2. Measure all Exhaust flows & build deficiency log
  - Perform as found TAB readings on all Exhaust air flows and provide a report of all readings
  - Indicate any deficiencies from original design requirements.
3. Test Demand Ventilation Systems
  - Demand systems will be tested for proper operation, including sensor calibration tests.
  - Provide a report of findings with recommendations for corrections, maintenance, or adjustments for the proper operation of the systems
4. Control Sequence test & review, verify daily flush, operation times & setpoints
  - For each HVAC system with a Direct Digital (DDC) control system, inspect the system and review its control sequences,
  - Verify outside air control, verify it provides a daily flush of outside air, and document its operating times & setpoints.
  - Provide a report of findings with recommended corrections or required maintenance.
5. Title 24 verification of ventilation / Outside Air (OSA)
  - Provide Title 24 verification of outside air flow for ventilation by conducting the required startup
  - Verification with CEC form "CEC-NRCA-MCH-02-A-Outdoor Air Acceptance"
6. Title 24 verification of economizers
  - Provide Title 24 verification of economizer operation by conducting the required startup and verification CEC form "CEC-NRCA-MCH-05-A- Air Economizer Controls"
7. Title 24 verification of demand ventilation
  - Provide Title 24 verification of existing demand ventilation systems
  - Conducting the required startup and verification CEC form CEC-NRCA-MCH-06-A-Demand Control Ventilation Systems Acceptance"
8. ASHRAE restart procedure for buildings
  - For any facility that has been previously unoccupied for over six months, perform an ASHRAE restart procedure for buildings per <https://www.ashrae.org/technical-resources/building-readiness>.



- Includes verification that all the Basic assessments and testing have been completed.
- Provide Building Readiness Plan, verify the pre- and post-building flush with outside air is completed
- Verify the building's mode of operation for occupied and unoccupied times.

## COMPENSATION

### Basic Services Fee

For the Basic Services Scope of Work described above, the Client shall compensate KFI and LifeWings as follows:

**Fixed fee in the amount of \$41,900.** Travel and production expenses are included in the fixed fee.

## COMPENSATION

### Other services fees

#### **Install MERV13 (or highest practical) filters - \$1825.00**

1. Provide Change of filters to MERV 13 if the HVAC systems have less than MERV 13 filters,
2. Ensure the system can provide the required pressure for their operation

#### **Install CO2 Monitors - \$13,777.00**

1. Install CO2 monitors in each classroom that does not presently have any CO2 monitoring capability.
2. Stand-alone sensor with a readout so the staff can observe the present CO2 level in the classroom.

#### **Additional Repair Efforts covered by Contingency Funds (to be completed as needed) - \$11,500.00**

1. Economizer repair
  - Provide Economizer repair as recommended in the assessment or testing reports
2. Repair or maintain demand ventilation system
  - Repair or maintain the demand ventilation system as recommended in the assessment or testing reports
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  - Repair all cooling or heating coils as recommended in the assessment or testing reports
4. HVAC system repair or replace
  - Provide HVAC system repairs, corrections, or maintenance as recommended in the assessment testing reports
  - Work must be supported by AB841 contingency or emergency use funds
5. Other emergency fixes or equipment purchases allowed under AB841 requirements or CEC guidelines

#### **Information Provided by Others**

1. Existing building plans (HVAC plans in PDF)
2. Access to building automation system remotely
3. Performance and operation data for existing MEP systems (test and balance reports)

## PROJECT SCHEDULE





- TBD based on approval of the contract.

#### EXCLUSIONS

1. Exclusions (*may be provided as an additional service upon request*):
  - Construction documents and bid packages
  - Equipment bidding and procurement
  - Architectural design work and building code review
  - Building enclosure air-tightness testing
  - Detailed cost estimating
  - Special inspections

#### Additional Services

The Client may request KFI to provide additional services beyond the Basic Services Scope of Work (design services for implementation of recommendations, etc.)

Invoicing will occur monthly; payment terms are net 30 days, with no retainage.

If you find this proposal acceptable, we can commence work immediately. Don't hesitate to contact Richard Doss at 952.201.9560 or Randy Christenson at 612.801.0175 if you have any questions.

Thank you for the opportunity to provide engineering and medical management services for this Project. A multiple barriers approach, including enhanced ventilation, particle filtration, air disinfection, and improved PPE, should be considered to reduce viral transmission risks. In addition, findings and recommended HVAC / building improvements to reduce SARS-CoV-2 transmission can also be applied to other respiratory viruses.

Respectfully submitted,

**KFI Engineers**

**Accepted By:**  
**Eureka City Unified School District**

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**Randy P. Christenson, P.E.**  
**Director**

---

**Date**

Attachments:  
KFI Terms and Conditions

KFI Engineers CIA S & F template version 2021 0311





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October 26, 2021

Mr. Fred Van Vleck, Ed.D.  
Superintendent  
Eureka City Unified School District  
2100 J Street  
Eureka, CA 95501

**RE: Proposal for Indoor Air Quality Engineering Services  
Eureka High School HVAC Analysis  
1915 J Street  
Eureka, CA 95501  
HVAC Analysis of Ventilation Systems, Airflow Distribution, and Quality Monitoring Services  
KFI /LWPP Proposal #21-1332**

Dear Mr. Van Vleck,

KFI Engineers (KFI) and LifeWings Peak Performance (LWPP) are pleased to provide this proposal for Mechanical engineering and Medical management services on the above-referenced Project. This proposal outlines our anticipated scope of work and estimated project costs. Understanding the SARS-CoV-2 virus's physical characteristics, movement, and impact on high-risk infection areas is crucial in reducing risk. Attention to the biological, epidemiological, and virological principles of how respiratory aerosols disseminate, how secondary infection cases identify, and how proper infection control procedures affect transmission risks is critical. It is essential to match building control strategies with space density, consider people's movement, manage indoor air quality and airflow, and account for failure's consequences. This proposal outlines our scope of work and associated compensation. This proposal is valid for 45 days from the proposal date.

**PROJECT UNDERSTANDING**

Eureka City Unified School District is considering individual facility studies for all occupied elementary schools, middle schools, continuation school, independent study school, and high school buildings. The analysis shall identify COVID 19 protocols and improvements for air handling units (AHUs) and building ventilation necessary to:

1. Support improved student/staff cognitive function<sup>1</sup>, which is essential for:
  - Attention and learning
  - Social, emotional development
  - Mental health and well-being
2. Minimize the risk of transmission of COVID-19 and other airborne infectious diseases as a means of:
  - Reducing student and employee absences
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3. Eliminate other airborne hazards that negatively impact student and employee health

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This study shall identify protocols and improvements to prevent the spread of viral pathogens with the HVAC systems at each school site. The final assessment report will provide;



- Prioritized recommendations with the benefits and limitations of each option
- Schedule of funding available to local education agencies; ESSER 1,2,3 and Assembly Bill 841 (AB 841 CalSHAPE, California Schools Healthy Air, Plumbing, and Efficiency Program) to support SaferAir
- A checklist for building staff to use for verifying the currently available safety practices
- Review of system/school maintenance practices

#### **BASIC SERVICES SCOPE OF WORK**

LWPP and KFI will perform the following scope of work:

**Part A:** LWPP and KFI provide an expert Clinical and Human Factors assessment of the facilities policies, procedures, and protocols for best practice epidemic response to provide the safest facilities meeting current guidelines and regulatory requirements. Assessment includes:

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  - a. Preventing deviations from normal HVAC operations
  - b. Detecting and controlling air quality deviations
  - c. Incorporating safety features, techniques, and procedures to avoid occupant exposures or injury
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2. Determine Hardwired Safety Tools (HST) required to meet identified deficiencies in the highest areas of risk
3. Conduct a current state review of Maintenance system strengths and opportunities.
  - a. Review facility maintenance practices and personnel skills
  - b. Identify maintenance/facilities Key Performance Indicators (KPI) and elements of a Daily Management System (DMS)

**Part B:** KFI Engineers and LWPP provide an expert Engineering Assessment of the facility's building systems characteristics for filtration, outside airflow (OSA), air-cleaning devices, and room airflow patterns for correct response to COVID-19. Building Assessment includes:

1. Reviewing critical exhaust systems and outside air flows of all air handling units
  - a. Inspections to determine OSA are (fully) operational
  - b. Visual inspections of filtration systems
2. Creating a ventilation management matrix in compliance with ASHRAE 62.
  - a. Williams furnace units
  - b. International Comfort Units, Trane units, Greenheck units
  - c. Central boiler system, baseboard heater systems
  - d. Modine Gas-fired shop heaters
3. Review of all existing testing and balance (TAB) reports (TAB ensures that HVAC systems are operating properly and delivering the correct air quantities inside a building)
4. Conduct ambient air testing for volatile organic compounds (VOC), particulate, formaldehyde, ozone
5. Evaluation of all activities for compliance with ASHRAE 17
6. Provide AHU zone plans indicating new outside airflow values
7. Provide drawings showing system changes or adjustments for correct COVID-19 response
8. Air Monitoring review



**Assessment Deliverables:**

1. Provide a report of findings and recommendations based on the evaluations above. Report formatted as follows:
  - a. Introduction and Three sets of Recommendations (Table 1,2,3)
    - i. **Table 1** – Immediate HVAC adjustments implemented by school facilities site team after 2-3 weeks of the pilot process
    - ii. **Table 2** – Secondary HVAC and BAS adjustments, made mainly through the site team; outside help possibly required
    - iii. **Table 3** – Recommendations requiring capital spend and approval (requires ESSER, AB 841 funding)
  - b. ASHRAE guidelines and applicability to the school system
  - c. Provide a matrix to include the following information. Existing HVAC system design parameters, age, latest test and balance date, code-compliant, and filtration type.
    - i. Create building HVAC zone maps
    - ii. Calculate ventilation requirements based on ASHRAE 62.1 guidelines
    - iii. Evaluate TAB reports for available static pressure for increased filtration
  - d. Recommendations to improve filtration based on system designs.
  - e. Building Automation System (BAS) system recommended modifications based on ASHRAE guidelines
  - f. School system visual review findings (air intake and exhaust separations, air distribution system review for obstacles for optimal distribution)
    - i. Inspection of all airside control systems
    - ii. Report out on selected room/space airflows, airpath movements
    - iii. Provide baseline measurements for ambient air testing (volatile organic compounds, CO2, ozone, particulates, etc.)
  - g. Review and provide solutions for nurse's area or other area ventilation system for isolation rooms.
  - h. Recommendations for modifications, increased air changes, airflow, air distribution, and addition of HEPA filtration in a room
    - i. Perform calculations for cooling and heating capacity, recommended filtration
    - ii. Provide OSA report, load and filter capabilities report
  - i. Identify needed equipment Briefings, Indoor Air Quality (IAQ) Monitoring checklists, Emergency Response & Safety protocols
  - j. List Maintenance/Facilities operations immediate future state changes and improvement opportunities:
    - i. List key findings, learnings, and improvement tracks that include:
      - Minimal investment
      - Moderate investment
      - Significant investment
    - ii. Identify scripting and coaching tools needed to hold teams accountable to daily/weekly/monthly routines
    - iii. List minimum elements of a Daily Management System (DMS)
  - k. Recommended Monitoring / Measurement Strategy and Immediate actions
    - i. Monitoring strategy and considerations - Climatic zones, indoor air systems, outdoor air, building age, impedance points



- ii. Equipment - sensors, alarms, calibration, maintenance
- iii. Measuring IAQ and COVID HVAC success:
  - 1. IAQ monitoring and critical response trends
  - 2. Airflow, exchange rates, outside air
  - 3. Filtration and technology measurements
  - 4. Illness, infection, absence levels (staff, student)
  - 5. Student test scores and achievement trends
  - 6. Workers' comp, medical claims trends (staff)

#### **Additional Project Deliverables, repair, and adjustments**

1. As found TAB readings of all supply & return grilles & build out a deficiency log
  - Provide a report of all readings and indicate any deficiencies from original design requirements with recommendations for corrections.
  - If the space use has changed since the original design, the report will include recommendations for corrections.
2. Measure all Exhaust flows & build deficiency log
  - Perform as found TAB readings on all Exhaust air flows and provide a report of all readings
  - Indicate any deficiencies from original design requirements.
3. Test Demand Ventilation Systems
  - Demand systems will be tested for proper operation, including sensor calibration tests.
  - Provide a report of findings with recommendations for corrections, maintenance, or adjustments for the proper operation of the systems
4. Control Sequence test & review, verify daily flush, operation times & setpoints
  - For each HVAC system with a Direct Digital (DDC) control system, inspect the system and review its control sequences,
  - Verify outside air control, verify it provides a daily flush of outside air, and document its operating times & setpoints.
  - Provide a report of findings with recommended corrections or required maintenance.
5. Title 24 verification of ventilation / Outside Air (OSA)
  - Provide Title 24 verification of outside air flow for ventilation by conducting the required startup
  - Verification with CEC form "CEC-NRCA-MCH-02-A–Outdoor Air Acceptance"
6. Title 24 verification of economizers
  - Provide Title 24 verification of economizer operation by conducting the required startup and verification CEC form "CEC-NRCA-MCH-05-A– Air Economizer Controls"
7. Title 24 verification of demand ventilation
  - Provide Title 24 verification of existing demand ventilation systems
  - Conducting the required startup and verification CEC form CEC-NRCA-MCH-06-A–Demand Control Ventilation Systems Acceptance"
8. ASHRAE restart procedure for buildings



- For any facility that has been previously unoccupied for over six months, perform an ASHRAE restart procedure for buildings per <https://www.ashrae.org/technical-resources/building-readiness>.
- Includes verification that all the Basic assessments and testing have been completed.
- Provide Building Readiness Plan, verify the pre- and post-building flush with outside air is completed
- Verify the building's mode of operation for occupied and unoccupied times.

## COMPENSATION

### Basic Services Fee

For the Basic Services Scope of Work described above, the Client shall compensate KFI and LifeWings as follows:

**Fixed fee in the amount of \$109,700.** Travel and production expenses are included in the fixed fee.

## COMPENSATION

### Other services fees

#### **Install MERV13 (or highest practical) filters - \$13,359.00**

1. Provide Change of filters to MERV 13 if the HVAC systems have less than MERV 13 filters,
2. Ensure the system can provide the required pressure for their operation

#### **Install CO2 Monitors - \$40,133.00**

1. Install CO2 monitors in each classroom that does not presently have any CO2 monitoring capability.
2. Stand-alone sensor with a readout so the staff can observe the present CO2 level in the classroom.

#### **Additional Repair Efforts covered by Contingency Funds (to be completed as needed) - \$32,638.00**

1. Economizer repair
  - Provide Economizer repair as recommended in the assessment or testing reports
2. Repair or maintain demand ventilation system
  - Repair or maintain the demand ventilation system as recommended in the assessment or testing reports
3. Repair coils
  - Repair all cooling or heating coils as recommended in the assessment or testing reports
4. HVAC system repair or replace
  - Provide HVAC system repairs, corrections, or maintenance as recommended in the assessment testing reports
  - Work must be supported by AB841 contingency or emergency use funds
5. Other emergency fixes or equipment purchases allowed under AB841 requirements or CEC guidelines

#### **Information Provided by Others**

1. Existing building plans (HVAC plans in PDF)
2. Access to building automation system remotely





3. Performance and operation data for existing MEP systems (test and balance reports)

#### PROJECT SCHEDULE

- TBD based on approval of the contract.

#### EXCLUSIONS

1. Exclusions (*may be provided as an additional service upon request*):
  - Construction documents and bid packages
  - Equipment bidding and procurement
  - Architectural design work and building code review
  - Building enclosure air-tightness testing
  - Detailed cost estimating
  - Special inspections

#### Additional Services

The Client may request KFI to provide additional services beyond the Basic Services Scope of Work (design services for implementation of recommendations, etc.)

Invoicing will occur monthly; payment terms are net 30 days, with no retainage.

If you find this proposal acceptable, we can commence work immediately. Don't hesitate to contact Richard Doss at 952.201.9560 or Randy Christenson at 612.801.0175 if you have any questions.

Thank you for the opportunity to provide engineering and medical management services for this Project. A multiple barriers approach, including enhanced ventilation, particle filtration, air disinfection, and improved PPE, should be considered to reduce viral transmission risks. In addition, findings and recommended HVAC / building improvements to reduce SARS-CoV-2 transmission can also be applied to other respiratory viruses.

Respectfully submitted,

**KFI Engineers**

**Accepted By:**  
**Eureka City Unified School District**

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**Randy P. Christenson, P.E.**  
**Director**

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**Date**

Attachments:  
KFI Terms and Conditions

KFI Engineers CIA S & F template version 2021 0311





## TERMS AND CONDITIONS

1. Acceptance of Proposal: The attached proposal for professional services, together with these terms and conditions, is the **"Proposal."** This proposal is an offer by KFI that is not binding unless and until CLIENT accepts it. CLIENT may accept this proposal within 45 days after the date of this proposal by returning a fully-executed copy of this Proposal to KFI or by otherwise accepting this proposal in writing. **Acceptance of the proposal and beginning work is contingent upon CLIENT receiving approval of AB841 award in the amount requested/applied for.** Upon CLIENT's acceptance, this proposal will become a binding agreement between CLIENT and KFI (this **"Agreement"**). If CLIENT does not accept this proposal within the 45 days after the date of this proposal, it shall expire and shall no longer be binding. No changes to this proposal will be binding on KFI unless KFI accepts them in writing.
2. Change Requests and Change Orders: This Agreement may not be modified except in writing. If CLIENT wishes to modify the scope of work described in this Agreement, CLIENT must submit a written work scope change request. KFI will respond promptly by stating in writing what effect, if any, the request will have on the price and schedule of delivery of the professional services described by this Agreement (the **"Professional Services"**). If KFI and CLIENT agree on a work scope change request and any adjustment to the price or delivery date, CLIENT and KFI will sign a change request modifying this Agreement.
3. Delays: KFI will not be liable for any delay that results any cause outside of KFI's commercially reasonable control. If the Project covered by this Agreement (the **"Project"**) is delayed for more than 120 days for any reason other than a cause within KFI's commercially reasonable control, KFI may, at its sole option, cancel this Agreement and the Project by delivering a written termination notice to CLIENT, in which case CLIENT will pay KFI for all fees and charges incurred, and all Professional Services completed, through the date of the termination, and neither party shall have any further rights or obligations under or in connection with this Agreement or the Project.
4. Delivery: KFI will make every commercially reasonable effort to complete the Professional Services by the date or dates stated in this Agreement, but KFI SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL, ARISING OUT OF ANY DELAY IN DELIVERY OF THE PROFESSIONAL SERVICES.
5. Limit of Liability: KFI's liability to CLIENT for any error or omission (including claims for indemnity or contribution) is limited to KFI's fee.
6. Cancellation: CLIENT may cancel this Agreement by delivering a written cancellation notice to KFI before the Professional Services are completed, provided that CLIENT must pay KFI at KFI's current standard billing rates for the time and materials that KFI expended through the date of cancellation. All designs, drawings and specifications shall remain the property of KFI.
7. Reuse of KFI's Plans, Specifications, and Other Documents: All plans, specifications, and other documents furnished by KFI are instruments of KFI's services for use solely for the Project, and KFI retains all ownership and property rights in them regardless whether the Project is completed. CLIENT may retain copies for reference in connection with the use and occupancy of the Project, but KFI does not represent that the documents are suitable for reuse on extension of the Project or on other projects. CLIENT will defend and indemnify KFI from all claims or losses arising out of the unauthorized use of the documents.



8. Insurance: KFI will maintain worker's compensation insurance, professional liability insurance, and comprehensive general insurance and will provide CLIENT with a certificate of insurance upon request.
9. Third-party Indemnification: KFI agrees to hold CLIENT harmless from any claim by any person, firm, corporation, or governmental unit that is caused by or arises out of negligent acts or omissions of KFI. CLIENT agrees to hold KFI harmless from any claim by any person, firm, corporation, or governmental unit that is caused by or arises out of negligent acts or omissions of CLIENT.
10. Resolution of Disputes: Any controversy, claim or dispute arising out of or relating in any manner to this Agreement or the Project shall be resolved as follows: Both parties will first attempt in good faith to promptly resolve the controversy, claim or dispute by negotiations between senior executives of the parties who have authority to settle the matter and who do not have direct responsibility for the administration of the Project. If the controversy, claim, or dispute has not been resolved by such negotiations within 60 days after written request by either party, the matter shall upon written request of either party then be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall be experienced in and have knowledge of the professional service(s) discipline KFI has been contracted for. The parties agree that any arbitration hearing shall be held in Saint Paul, Minnesota. Any claim in connection with this Agreement or the Project not made within 2 years after completion of the Professional Services shall be waived.
11. Resolution of Dispute Costs: The prevailing party to any dispute arising out of or relating to this Agreement or the Project shall be entitled to recover its reasonable fees and costs from the other party, including attorney fees and the costs of any arbitration, lawsuit, or other proceeding.
12. Force Majeure: The obligations of KFI and the CLIENT to perform under this Agreement shall be excused during each period of delay caused by matters which are beyond the reasonable control of the party obligated to perform, such as, acts of God, fire, flood and other weather conditions, war, embargo, explosions, riots, laws, rules, regulations and order of any governmental authority.
13. Miscellaneous: This Agreement comprises the final and complete agreement between KFI and CLIENT. It supersedes all previous or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement and shall be binding upon the heirs, executors, administrators, successors and assigns of KFI and CLIENT. Neither KFI nor CLIENT may assign or transfer this Agreement or any rights or interest in this Agreement, and no third party is intended to be benefited by this Agreement.
14. Payment: Fees and charges are due upon CLIENT's receipt of an invoice. CLIENT will pay a late payment charge of 10% per annum on the balance due beginning 30 days from the original invoice date. Each invoice from KFI shall be deemed correct, conclusive, and binding on CLIENT unless CLIENT, within 10 days after receiving that invoice, notifies KFI in writing of any claimed inaccuracies, discrepancies, or errors. If CLIENT fails to pay KFI within 30 days after receiving an invoice, KFI shall have the right to cancel this Agreement, in which case CLIENT shall pay KFI for all fees and charges incurred, and all Professional Services performed, through the date of termination.



October 26, 2021

Mr. Fred Van Vleck, Ed.D.  
Superintendent  
Eureka City Unified School District  
2100 J Street  
Eureka, CA 95501

**RE: Proposal for Indoor Air Quality Engineering Services**  
**Catherine Zane Middle School HVAC Analysis**  
**216 West Harris Street**  
**Eureka, CA 95501**  
**HVAC Analysis of Ventilation Systems, Airflow Distribution, and Quality Monitoring Services**  
**KFI /LWPP Proposal #21-1330**

Dear Mr. Van Vleck,

KFI Engineers (KFI) and LifeWings Peak Performance (LWPP) are pleased to provide this proposal for Mechanical engineering and Medical management services on the above-referenced Project. This proposal outlines our anticipated scope of work and estimated project costs. Understanding the SARS-CoV-2 virus's physical characteristics, movement, and impact on high-risk infection areas is crucial in reducing risk. Attention to the biological, epidemiological, and virological principles of how respiratory aerosols disseminate, how secondary infection cases identify, and how proper infection control procedures affect transmission risks is critical. It is essential to match building control strategies with space density, consider people's movement, manage indoor air quality and airflow, and account for failure's consequences. This proposal outlines our scope of work and associated compensation. This proposal is valid for 45 days from the proposal date.

**PROJECT UNDERSTANDING**

Eureka City Unified School District is considering individual facility studies for all occupied elementary schools, middle schools, continuation school, independent study school, and high school buildings. The analysis shall identify COVID 19 protocols and improvements for air handling units (AHUs) and building ventilation necessary to:

1. Support improved student/staff cognitive function<sup>1</sup>, which is essential for:
  - Attention and learning
  - Social, emotional development
  - Mental health and well-being
2. Minimize the risk of transmission of COVID-19 and other airborne infectious diseases as a means of:
  - Reducing student and employee absences
  - Maximizing the instruction
  - Lowering costs for substitute employees
  - Reducing costs for employee medical insurance
  - Maximizing apportionment derived from attendance
3. Eliminate other airborne hazards that negatively impact student and employee health

<sup>1</sup> [https://schools.forhealth.org/wp-content/uploads/2020/02/Schools\\_ForHealth\\_UpdatedJan21.pdf](https://schools.forhealth.org/wp-content/uploads/2020/02/Schools_ForHealth_UpdatedJan21.pdf)

This study shall identify protocols and improvements to prevent the spread of viral pathogens with the HVAC systems at each school site. The final assessment report will provide;



- Prioritized recommendations with the benefits and limitations of each option
- Schedule of funding available to local education agencies; ESSER 1,2,3 and Assembly Bill 841 (AB 841 CalSHAPE, California Schools Healthy Air, Plumbing, and Efficiency Program) to support SaferAir
- A checklist for building staff to use for verifying the currently available safety practices
- Review of system/school maintenance practices

#### **BASIC SERVICES SCOPE OF WORK**

LWPP and KFI will perform the following scope of work:

**Part A:** LWPP and KFI provide an expert Clinical and Human Factors assessment of the facilities policies, procedures, and protocols for best practice epidemic response to provide the safest facilities meeting current guidelines and regulatory requirements. Assessment includes:

1. Determine essential operating and maintenance procedures /protocols to attain facility and HVAC "Defense in Depth" ensuring ventilation systems deliver air within design standards, as defined by:
  - a. Preventing deviations from normal HVAC operations
  - b. Detecting and controlling air quality deviations
  - c. Incorporating safety features, techniques, and procedures to avoid occupant exposures or injury
  - d. Mitigating the consequences of outbreaks or illness
2. Determine Hardwired Safety Tools (HST) required to meet identified deficiencies in the highest areas of risk
3. Conduct a current state review of Maintenance system strengths and opportunities.
  - a. Review facility maintenance practices and personnel skills
  - b. Identify maintenance/facilities Key Performance Indicators (KPI) and elements of a Daily Management System (DMS)

**Part B:** KFI Engineers and LWPP provide an expert Engineering Assessment of the facility's building systems characteristics for filtration, outside airflow (OSA), air-cleaning devices, and room airflow patterns for correct response to COVID-19. Building Assessment includes:

1. Reviewing critical exhaust systems and outside air flows of all air handling units
  - a. Inspections to determine OSA are (fully) operational
  - b. Visual inspections of filtration systems
2. Creating a ventilation management matrix in compliance with ASHRAE 62.
  - a. Williams furnace units, Bryant units
  - b. International Comfort Units, with economizers
  - c. Direct vent heaters, Central boiler system
3. Review of all existing testing and balance (TAB) reports (TAB ensures that HVAC systems are operating properly and delivering the correct air quantities inside a building)
4. Conduct ambient air testing for volatile organic compounds (VOC), particulate, formaldehyde, ozone
5. Evaluation of all activities for compliance with ASHRAE 17
6. Provide AHU zone plans indicating new outside airflow values
7. Provide drawings showing system changes or adjustments for correct COVID-19 response
8. Air Monitoring review



### Assessment Deliverables:

1. Provide a report of findings and recommendations based on the evaluations above. Report formatted as follows:
  - a. Introduction and Three sets of Recommendations (Table 1,2,3)
    - i. **Table 1** – Immediate HVAC adjustments implemented by school facilities site team after 2-3 weeks of the pilot process
    - ii. **Table 2** – Secondary HVAC and BAS adjustments, made mainly through the site team; outside help possibly required
    - iii. **Table 3** – Recommendations requiring capital spend and approval (requires ESSER, AB 841 funding)
  - b. ASHRAE guidelines and applicability to the school system
  - c. Provide a matrix to include the following information. Existing HVAC system design parameters, age, latest test and balance date, code-compliant, and filtration type.
    - i. Create building HVAC zone maps
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  - d. Recommendations to improve filtration based on system designs.
  - e. Building Automation System (BAS) system recommended modifications based on ASHRAE guidelines
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  - g. Review and provide solutions for nurse's area or other area ventilation system for isolation rooms.
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    - i. Perform calculations for cooling and heating capacity, recommended filtration
    - ii. Provide OSA report, load and filter capabilities report
  - i. Identify needed equipment Briefings, Indoor Air Quality (IAQ) Monitoring checklists, Emergency Response & Safety protocols
  - j. List Maintenance/Facilities operations immediate future state changes and improvement opportunities:
    - i. List key findings, learnings, and improvement tracks that include:
      - Minimal investment
      - Moderate investment
      - Significant investment
    - ii. Identify scripting and coaching tools needed to hold teams accountable to daily/weekly/monthly routines
    - iii. List minimum elements of a Daily Management System (DMS)
  - k. Recommended Monitoring / Measurement Strategy and Immediate actions
    - i. Monitoring strategy and considerations - Climatic zones, indoor air systems, outdoor air, building age, impedance points



- ii. Equipment - sensors, alarms, calibration, maintenance
- iii. Measuring IAQ and COVID HVAC success:
  - 1. IAQ monitoring and critical response trends
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  - 3. Filtration and technology measurements
  - 4. Illness, infection, absence levels (staff, student)
  - 5. Student test scores and achievement trends
  - 6. Workers' comp, medical claims trends (staff)

#### **Additional Project Deliverables, repair, and adjustments**

1. As found TAB readings of all supply & return grilles & build out a deficiency log
  - Provide a report of all readings and indicate any deficiencies from original design requirements with recommendations for corrections.
  - If the space use has changed since the original design, the report will include recommendations for corrections.
2. Measure all Exhaust flows & build deficiency log
  - Perform as found TAB readings on all Exhaust air flows and provide a report of all readings
  - Indicate any deficiencies from original design requirements.
3. Test Demand Ventilation Systems
  - Demand systems will be tested for proper operation, including sensor calibration tests.
  - Provide a report of findings with recommendations for corrections, maintenance, or adjustments for the proper operation of the systems
4. Control Sequence test & review, verify daily flush, operation times & setpoints
  - For each HVAC system with a Direct Digital (DDC) control system, inspect the system and review its control sequences,
  - Verify outside air control, verify it provides a daily flush of outside air, and document its operating times & setpoints.
  - Provide a report of findings with recommended corrections or required maintenance.
5. Title 24 verification of ventilation / Outside Air (OSA)
  - Provide Title 24 verification of outside air flow for ventilation by conducting the required startup
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  - Provide Title 24 verification of existing demand ventilation systems
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8. ASHRAE restart procedure for buildings



- For any facility that has been previously unoccupied for over six months, perform an ASHRAE restart procedure for buildings per <https://www.ashrae.org/technical-resources/building-readiness>.
- Includes verification that all the Basic assessments and testing have been completed.
- Provide Building Readiness Plan, verify the pre- and post-building flush with outside air is completed
- Verify the building's mode of operation for occupied and unoccupied times.

## COMPENSATION

### Basic Services Fee

For the Basic Services Scope of Work described above, the Client shall compensate KFI and LifeWings as follows:

**Fixed fee in the amount of \$46,000.** Travel and production expenses are included in the fixed fee.

## COMPENSATION

### Other services fees

#### **Install MERV13 (or highest practical) filters - \$2336.00**

1. Provide Change of filters to MERV 13 if the HVAC systems have less than MERV 13 filters,
2. Ensure the system can provide the required pressure for their operation

#### **Install CO2 Monitors - \$16,173.00**

1. Install CO2 monitors in each classroom that does not presently have any CO2 monitoring capability.
2. Stand-alone sensor with a readout so the staff can observe the present CO2 level in the classroom.

#### **Additional Repair Efforts covered by Contingency Funds (to be completed as needed) - \$12,901.00**

1. Economizer repair
  - Provide Economizer repair as recommended in the assessment or testing reports
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#### **Information Provided by Others**

1. Existing building plans (HVAC plans in PDF)
2. Access to building automation system remotely





3. Performance and operation data for existing MEP systems (test and balance reports)

#### PROJECT SCHEDULE

- TBD based on approval of the contract.

#### EXCLUSIONS

1. Exclusions (*may be provided as an additional service upon request*):
  - Construction documents and bid packages
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Respectfully submitted,

**KFI Engineers**

**Accepted By:**  
**Eureka City Unified School District**

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**Randy P. Christenson, P.E.**  
**Director**

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**Date**

Attachments:  
KFI Terms and Conditions

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5. Limit of Liability: KFI's liability to CLIENT for any error or omission (including claims for indemnity or contribution) is limited to KFI's fee.
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7. Reuse of KFI's Plans, Specifications, and Other Documents: All plans, specifications, and other documents furnished by KFI are instruments of KFI's services for use solely for the Project, and KFI retains all ownership and property rights in them regardless whether the Project is completed. CLIENT may retain copies for reference in connection with the use and occupancy of the Project, but KFI does not represent that the documents are suitable for reuse on extension of the Project or on other projects. CLIENT will defend and indemnify KFI from all claims or losses arising out of the unauthorized use of the documents.



8. Insurance: KFI will maintain worker's compensation insurance, professional liability insurance, and comprehensive general insurance and will provide CLIENT with a certificate of insurance upon request.
9. Third-party Indemnification: KFI agrees to hold CLIENT harmless from any claim by any person, firm, corporation, or governmental unit that is caused by or arises out of negligent acts or omissions of KFI. CLIENT agrees to hold KFI harmless from any claim by any person, firm, corporation, or governmental unit that is caused by or arises out of negligent acts or omissions of CLIENT.
10. Resolution of Disputes: Any controversy, claim or dispute arising out of or relating in any manner to this Agreement or the Project shall be resolved as follows: Both parties will first attempt in good faith to promptly resolve the controversy, claim or dispute by negotiations between senior executives of the parties who have authority to settle the matter and who do not have direct responsibility for the administration of the Project. If the controversy, claim, or dispute has not been resolved by such negotiations within 60 days after written request by either party, the matter shall upon written request of either party then be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall be experienced in and have knowledge of the professional service(s) discipline KFI has been contracted for. The parties agree that any arbitration hearing shall be held in Saint Paul, Minnesota. Any claim in connection with this Agreement or the Project not made within 2 years after completion of the Professional Services shall be waived.
11. Resolution of Dispute Costs: The prevailing party to any dispute arising out of or relating to this Agreement or the Project shall be entitled to recover its reasonable fees and costs from the other party, including attorney fees and the costs of any arbitration, lawsuit, or other proceeding.
12. Force Majeure: The obligations of KFI and the CLIENT to perform under this Agreement shall be excused during each period of delay caused by matters which are beyond the reasonable control of the party obligated to perform, such as, acts of God, fire, flood and other weather conditions, war, embargo, explosions, riots, laws, rules, regulations and order of any governmental authority.
13. Miscellaneous: This Agreement comprises the final and complete agreement between KFI and CLIENT. It supersedes all previous or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement and shall be binding upon the heirs, executors, administrators, successors and assigns of KFI and CLIENT. Neither KFI nor CLIENT may assign or transfer this Agreement or any rights or interest in this Agreement, and no third party is intended to be benefited by this Agreement.
14. Payment: Fees and charges are due upon CLIENT's receipt of an invoice. CLIENT will pay a late payment charge of 10% per annum on the balance due beginning 30 days from the original invoice date. Each invoice from KFI shall be deemed correct, conclusive, and binding on CLIENT unless CLIENT, within 10 days after receiving that invoice, notifies KFI in writing of any claimed inaccuracies, discrepancies, or errors. If CLIENT fails to pay KFI within 30 days after receiving an invoice, KFI shall have the right to cancel this Agreement, in which case CLIENT shall pay KFI for all fees and charges incurred, and all Professional Services performed, through the date of termination.



October 26, 2021

Mr. Fred Van Vleck, Ed.D.  
Superintendent  
Eureka City Unified School District  
2100 J Street  
Eureka, CA 95501

**RE: Proposal for Indoor Air Quality Engineering Services  
Alice Birney Elementary School HVAC Analysis  
717 South Avenue  
Eureka, CA 95503  
HVAC Analysis of Ventilation Systems, Airflow Distribution, and Quality Monitoring Services  
KFI /LWPP Proposal #21-1329**

Dear Mr. Van Vleck,

KFI Engineers (KFI) and LifeWings Peak Performance (LWPP) are pleased to provide this proposal for Mechanical engineering and Medical management services on the above-referenced Project. This proposal outlines our anticipated scope of work and estimated project costs. Understanding the SARS-CoV-2 virus's physical characteristics, movement, and impact on high-risk infection areas is crucial in reducing risk. Attention to the biological, epidemiological, and virological principles of how respiratory aerosols disseminate, how secondary infection cases identify, and how proper infection control procedures affect transmission risks is critical. It is essential to match building control strategies with space density, consider people's movement, manage indoor air quality and airflow, and account for failure's consequences. This proposal outlines our scope of work and associated compensation. This proposal is valid for 45 days from the proposal date.

**PROJECT UNDERSTANDING**

Eureka City Unified School District is considering individual facility studies for all occupied elementary schools, middle schools, continuation school, independent study school, and high school buildings. The analysis shall identify COVID 19 protocols and improvements for air handling units (AHUs) and building ventilation necessary to:

1. Support improved student/staff cognitive function<sup>1</sup>, which is essential for:
  - Attention and learning
  - Social, emotional development
  - Mental health and well-being
2. Minimize the risk of transmission of COVID-19 and other airborne infectious diseases as a means of:
  - Reducing student and employee absences
  - Maximizing the instruction
  - Lowering costs for substitute employees
  - Reducing costs for employee medical insurance
  - Maximizing apportionment derived from attendance
3. Eliminate other airborne hazards that negatively impact student and employee health

<sup>1</sup> [https://schools.forhealth.org/wp-content/uploads/2020/02/Schools\\_ForHealth\\_UpdatedJan21.pdf](https://schools.forhealth.org/wp-content/uploads/2020/02/Schools_ForHealth_UpdatedJan21.pdf)

This study shall identify protocols and improvements to prevent the spread of viral pathogens with the HVAC systems at each school site. The final assessment report will provide;



- Prioritized recommendations with the benefits and limitations of each option
- Schedule of funding available to local education agencies; ESSER 1,2,3 and Assembly Bill 841 (AB 841 CalSHAPE, California Schools Healthy Air, Plumbing, and Efficiency Program) to support SaferAir
- A checklist for building staff to use for verifying the currently available safety practices
- Review of system/school maintenance practices

#### **BASIC SERVICES SCOPE OF WORK**

LWPP and KFI will perform the following scope of work:

**Part A:** LWPP and KFI provide an expert Clinical and Human Factors assessment of the facilities policies, procedures, and protocols for best practice epidemic response to provide the safest facilities meeting current guidelines and regulatory requirements. Assessment includes:

1. Determine essential operating and maintenance procedures /protocols to attain facility and HVAC "Defense in Depth" ensuring ventilation systems deliver air within design standards, as defined by:
  - a. Preventing deviations from normal HVAC operations
  - b. Detecting and controlling air quality deviations
  - c. Incorporating safety features, techniques, and procedures to avoid occupant exposures or injury
  - d. Mitigating the consequences of outbreaks or illness
2. Determine Hardwired Safety Tools (HST) required to meet identified deficiencies in the highest areas of risk
3. Conduct a current state review of Maintenance system strengths and opportunities.
  - a. Review facility maintenance practices and personnel skills
  - b. Identify maintenance/facilities Key Performance Indicators (KPI) and elements of a Daily Management System (DMS)

**Part B:** KFI Engineers and LWPP provide an expert Engineering Assessment of the facility's building systems characteristics for filtration, outside airflow (OSA), air-cleaning devices, and room airflow patterns for correct response to COVID-19. Building Assessment includes:

1. Reviewing critical exhaust systems and outside air flows of all air handling units
  - a. Inspections to determine OSA are (fully) operational
  - b. Visual inspections of filtration systems
2. Creating a ventilation management matrix in compliance with ASHRAE 62.
  - a. Bard units, Williams and Empire direct vent units
  - b. International Comfort Units, Modine, other Gas-fired heaters
3. Review of all existing testing and balance (TAB) reports (TAB ensures that HVAC systems are operating properly and delivering the correct air quantities inside a building)
4. Conduct ambient air testing for volatile organic compounds (VOC), particulate, formaldehyde, ozone
5. Evaluation of all activities for compliance with ASHRAE 17
6. Provide AHU zone plans indicating new outside airflow values
7. Provide drawings showing system changes or adjustments for correct COVID-19 response
8. Air Monitoring review

#### **Assessment Deliverables:**

1. Provide a report of findings and recommendations based on the evaluations above. Report formatted as follows:



- a. Introduction and Three sets of Recommendations (Table 1,2,3)
  - i. **Table 1** – Immediate HVAC adjustments implemented by school facilities site team after 2-3 weeks of the pilot process
  - ii. **Table 2** – Secondary HVAC and BAS adjustments, made mainly through the site team; outside help possibly required
  - iii. **Table 3** – Recommendations requiring capital spend and approval (requires ESSER, AB 841 funding)
- b. ASHRAE guidelines and applicability to the school system
- c. Provide a matrix to include the following information. Existing HVAC system design parameters, age, latest test and balance date, code-compliant, and filtration type.
  - i. Create building HVAC zone maps
  - ii. Calculate ventilation requirements based on ASHRAE 62.1 guidelines
  - iii. Evaluate TAB reports for available static pressure for increased filtration
- d. Recommendations to improve filtration based on system designs.
- e. Building Automation System (BAS) system recommended modifications based on ASHRAE guidelines
- f. School system visual review findings (air intake and exhaust separations, air distribution system review for obstacles for optimal distribution)
  - i. Inspection of all airside control systems
  - ii. Report out on selected room/space airflows, airpath movements
  - iii. Provide baseline measurements for ambient air testing (volatile organic compounds, CO<sub>2</sub>, ozone, particulates, etc.)
- g. Review and provide solutions for nurse's area or other area ventilation system for isolation rooms.
- h. Recommendations for modifications, increased air changes, airflow, air distribution, and addition of HEPA filtration in a room
  - i. Perform calculations for cooling and heating capacity, recommended filtration
  - ii. Provide OSA report, load and filter capabilities report
- i. Identify needed equipment Briefings, Indoor Air Quality (IAQ) Monitoring checklists, Emergency Response & Safety protocols
- j. List Maintenance/Facilities operations immediate future state changes and improvement opportunities:
  - i. List key findings, learnings, and improvement tracks that include:
    - Minimal investment
    - Moderate investment
    - Significant investment
  - ii. Identify scripting and coaching tools needed to hold teams accountable to daily/weekly/monthly routines
  - iii. List minimum elements of a Daily Management System (DMS)
- k. Recommended Monitoring / Measurement Strategy and Immediate actions
  - i. Monitoring strategy and considerations - Climatic zones, indoor air systems, outdoor air, building age, impedance points
  - ii. Equipment - sensors, alarms, calibration, maintenance
  - iii. Measuring IAQ and COVID HVAC success:
    - 1. IAQ monitoring and critical response trends



2. Airflow, exchange rates, outside air
3. Filtration and technology measurements
4. Illness, infection, absence levels (staff, student)
5. Student test scores and achievement trends
6. Workers' comp, medical claims trends (staff)

#### **Additional Project Deliverables, repair, and adjustments**

1. As found TAB readings of all supply & return grilles & build out a deficiency log
  - Provide a report of all readings and indicate any deficiencies from original design requirements with recommendations for corrections.
  - If the space use has changed since the original design, the report will include recommendations for corrections.
2. Measure all Exhaust flows & build deficiency log
  - Perform as found TAB readings on all Exhaust air flows and provide a report of all readings
  - Indicate any deficiencies from original design requirements.
3. Test Demand Ventilation Systems
  - Demand systems will be tested for proper operation, including sensor calibration tests.
  - Provide a report of findings with recommendations for corrections, maintenance, or adjustments for the proper operation of the systems
4. Control Sequence test & review, verify daily flush, operation times & setpoints
  - For each HVAC system with a Direct Digital (DDC) control system, inspect the system and review its control sequences,
  - Verify outside air control, verify it provides a daily flush of outside air, and document its operating times & setpoints.
  - Provide a report of findings with recommended corrections or required maintenance.
5. Title 24 verification of ventilation / Outside Air (OSA)
  - Provide Title 24 verification of outside air flow for ventilation by conducting the required startup
  - Verification with CEC form "CEC-NRCA-MCH-02-A-Outdoor Air Acceptance"
6. Title 24 verification of economizers
  - Provide Title 24 verification of economizer operation by conducting the required startup and verification CEC form "CEC-NRCA-MCH-05-A- Air Economizer Controls"
7. Title 24 verification of demand ventilation
  - Provide Title 24 verification of existing demand ventilation systems
  - Conducting the required startup and verification CEC form CEC-NRCA-MCH-06-A-Demand Control Ventilation Systems Acceptance"
8. ASHRAE restart procedure for buildings
  - For any facility that has been previously unoccupied for over six months, perform an ASHRAE restart procedure for buildings per <https://www.ashrae.org/technical-resources/building-readiness>.



- Includes verification that all the Basic assessments and testing have been completed.
- Provide Building Readiness Plan, verify the pre- and post-building flush with outside air is completed
- Verify the building's mode of operation for occupied and unoccupied times.

## COMPENSATION

### Basic Services Fee

For the Basic Services Scope of Work described above, the Client shall compensate KFI and LifeWings as follows:

**Fixed fee in the amount of \$43,000.** Travel and production expenses are included in the fixed fee.

## COMPENSATION

### Other services fees

#### **Install MERV13 (or highest practical) filters - \$2117.00**

1. Provide Change of filters to MERV 13 if the HVAC systems have less than MERV 13 filters,
2. Ensure the system can provide the required pressure for their operation

#### **Install CO2 Monitors - \$13,777.00**

1. Install CO2 monitors in each classroom that does not presently have any CO2 monitoring capability.
2. Stand-alone sensor with a readout so the staff can observe the present CO2 level in the classroom.

#### **Additional Repair Efforts covered by Contingency Funds (to be completed as needed) - \$11,779.00**

1. Economizer repair
  - Provide Economizer repair as recommended in the assessment or testing reports
2. Repair or maintain demand ventilation system
  - Repair or maintain the demand ventilation system as recommended in the assessment or testing reports
3. Repair coils
  - Repair all cooling or heating coils as recommended in the assessment or testing reports
4. HVAC system repair or replace
  - Provide HVAC system repairs, corrections, or maintenance as recommended in the assessment testing reports
  - Work must be supported by AB841 contingency or emergency use funds
5. Other emergency fixes or equipment purchases allowed under AB841 requirements or CEC guidelines

#### **Information Provided by Others**

1. Existing building plans (HVAC plans in PDF)
2. Access to building automation system remotely
3. Performance and operation data for existing MEP systems (test and balance reports)

## PROJECT SCHEDULE





- TBD based on approval of the contract.

#### EXCLUSIONS

1. Exclusions (*may be provided as an additional service upon request*):
  - Construction documents and bid packages
  - Equipment bidding and procurement
  - Architectural design work and building code review
  - Building enclosure air-tightness testing
  - Detailed cost estimating
  - Special inspections

#### Additional Services

The Client may request KFI to provide additional services beyond the Basic Services Scope of Work (design services for implementation of recommendations, etc.)

Invoicing will occur monthly; payment terms are net 30 days, with no retainage.

If you find this proposal acceptable, we can commence work immediately. Don't hesitate to contact Richard Doss at 952.201.9560 or Randy Christenson at 612.801.0175 if you have any questions.

Thank you for the opportunity to provide engineering and medical management services for this Project. A multiple barriers approach, including enhanced ventilation, particle filtration, air disinfection, and improved PPE, should be considered to reduce viral transmission risks. In addition, findings and recommended HVAC / building improvements to reduce SARS-CoV-2 transmission can also be applied to other respiratory viruses.

Respectfully submitted,

**KFI Engineers**

**Accepted By:**  
**Eureka City Unified School District**

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**Randy P. Christenson, P.E.**  
**Director**

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**Date**

Attachments:  
KFI Terms and Conditions

KFI Engineers CIA S & F template version 2021 0311





## TERMS AND CONDITIONS

1. Acceptance of Proposal: The attached proposal for professional services, together with these terms and conditions, is the “**Proposal**.” This proposal is an offer by KFI that is not binding unless and until CLIENT accepts it. CLIENT may accept this proposal within 45 days after the date of this proposal by returning a fully-executed copy of this Proposal to KFI or by otherwise accepting this proposal in writing. **Acceptance of the proposal and beginning work is contingent upon CLIENT receiving approval of AB841 award in the amount requested/applied for.** Upon CLIENT's acceptance, this proposal will become a binding agreement between CLIENT and KFI (this “**Agreement**”). If CLIENT does not accept this proposal within the 45 days after the date of this proposal, it shall expire and shall no longer be binding. No changes to this proposal will be binding on KFI unless KFI accepts them in writing.
2. Change Requests and Change Orders: This Agreement may not be modified except in writing. If CLIENT wishes to modify the scope of work described in this Agreement, CLIENT must submit a written work scope change request. KFI will respond promptly by stating in writing what effect, if any, the request will have on the price and schedule of delivery of the professional services described by this Agreement (the “**Professional Services**”). If KFI and CLIENT agree on a work scope change request and any adjustment to the price or delivery date, CLIENT and KFI will sign a change request modifying this Agreement.
3. Delays: KFI will not be liable for any delay that results any cause outside of KFI's commercially reasonable control. If the Project covered by this Agreement (the “**Project**”) is delayed for more than 120 days for any reason other than a cause within KFI’s commercially reasonable control, KFI may, at its sole option, cancel this Agreement and the Project by delivering a written termination notice to CLIENT, in which case CLIENT will pay KFI for all fees and charges incurred, and all Professional Services completed, through the date of the termination, and neither party shall have any further rights or obligations under or in connection with this Agreement or the Project.
4. Delivery: KFI will make every commercially reasonable effort to complete the Professional Services by the date or dates stated in this Agreement, but KFI SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL, ARISING OUT OF ANY DELAY IN DELIVERY OF THE PROFESSIONAL SERVICES.
5. Limit of Liability: KFI’s liability to CLIENT for any error or omission (including claims for indemnity or contribution) is limited to KFI’s fee.
6. Cancellation: CLIENT may cancel this Agreement by delivering a written cancellation notice to KFI before the Professional Services are completed, provided that CLIENT must pay KFI at KFI’s current standard billing rates for the time and materials that KFI expended through the date of cancellation. All designs, drawings and specifications shall remain the property of KFI.
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October 26, 2021

Mr. Fred Van Vleck, Ed.D.  
Superintendent  
Eureka City Unified School District  
2100 J Street  
Eureka, CA 95501

**RE: Proposal for Indoor Air Quality Engineering Services**  
**Grant Elementary School HVAC Analysis**  
**3901 G Street**  
**Eureka, CA 95503**  
**HVAC Analysis of Ventilation Systems, Airflow Distribution, and Quality Monitoring Services**  
**KFI /LWPP Proposal #21-1328**

Dear Mr. Van Vleck,

KFI Engineers (KFI) and LifeWings Peak Performance (LWPP) are pleased to provide this proposal for Mechanical engineering and Medical management services on the above-referenced Project. This proposal outlines our anticipated scope of work and estimated project costs. Understanding the SARS-CoV-2 virus's physical characteristics, movement, and impact on high-risk infection areas is crucial in reducing risk. Attention to the biological, epidemiological, and virological principles of how respiratory aerosols disseminate, how secondary infection cases identify, and how proper infection control procedures affect transmission risks is critical. It is essential to match building control strategies with space density, consider people's movement, manage indoor air quality and airflow, and account for failure's consequences. This proposal outlines our scope of work and associated compensation. This proposal is valid for 45 days from the proposal date.

**PROJECT UNDERSTANDING**

Eureka City Unified School District is considering individual facility studies for all occupied elementary schools, middle schools, continuation school, independent study school, and high school buildings. The analysis shall identify COVID 19 protocols and improvements for air handling units (AHUs) and building ventilation necessary to:

1. Support improved student/staff cognitive function<sup>1</sup>, which is essential for:
  - Attention and learning
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2. Minimize the risk of transmission of COVID-19 and other airborne infectious diseases as a means of:
  - Reducing student and employee absences
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This study shall identify protocols and improvements to prevent the spread of viral pathogens with the HVAC systems at each school site. The final assessment report will provide;



- Prioritized recommendations with the benefits and limitations of each option
- Schedule of funding available to local education agencies; ESSER 1,2,3 and Assembly Bill 841 (AB 841 CalSHAPE, California Schools Healthy Air, Plumbing, and Efficiency Program) to support SaferAir
- A checklist for building staff to use for verifying the currently available safety practices
- Review of system/school maintenance practices

#### **BASIC SERVICES SCOPE OF WORK**

LWPP and KFI will perform the following scope of work:

**Part A:** LWPP and KFI provide an expert Clinical and Human Factors assessment of the facilities policies, procedures, and protocols for best practice epidemic response to provide the safest facilities meeting current guidelines and regulatory requirements. Assessment includes:

1. Determine essential operating and maintenance procedures /protocols to attain facility and HVAC "Defense in Depth" ensuring ventilation systems deliver air within design standards, as defined by:
  - a. Preventing deviations from normal HVAC operations
  - b. Detecting and controlling air quality deviations
  - c. Incorporating safety features, techniques, and procedures to avoid occupant exposures or injury
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2. Determine Hardwired Safety Tools (HST) required to meet identified deficiencies in the highest areas of risk
3. Conduct a current state review of Maintenance system strengths and opportunities.
  - a. Review facility maintenance practices and personnel skills
  - b. Identify maintenance/facilities Key Performance Indicators (KPI) and elements of a Daily Management System (DMS)

**Part B:** KFI Engineers and LWPP provide an expert Engineering Assessment of the facility's building systems characteristics for filtration, outside airflow (OSA), air-cleaning devices, and room airflow patterns for correct response to COVID-19. Building Assessment includes:

1. Reviewing critical exhaust systems and outside air flows of all air handling units
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6. Provide AHU zone plans indicating new outside airflow values
7. Provide drawings showing system changes or adjustments for correct COVID-19 response
8. Air Monitoring review

#### **Assessment Deliverables:**

1. Provide a report of findings and recommendations based on the evaluations above. Report formatted as follows:



- a. Introduction and Three sets of Recommendations (Table 1,2,3)
  - i. **Table 1** – Immediate HVAC adjustments implemented by school facilities site team after 2-3 weeks of the pilot process
  - ii. **Table 2** – Secondary HVAC and BAS adjustments, made mainly through the site team; outside help possibly required
  - iii. **Table 3** – Recommendations requiring capital spend and approval (requires ESSER, AB 841 funding)
- b. ASHRAE guidelines and applicability to the school system
- c. Provide a matrix to include the following information. Existing HVAC system design parameters, age, latest test and balance date, code-compliant, and filtration type.
  - i. Create building HVAC zone maps
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#### **Additional Project Deliverables, repair, and adjustments**

1. As found TAB readings of all supply & return grilles & build out a deficiency log
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  - For each HVAC system with a Direct Digital (DDC) control system, inspect the system and review its control sequences,
  - Verify outside air control, verify it provides a daily flush of outside air, and document its operating times & setpoints.
  - Provide a report of findings with recommended corrections or required maintenance.
5. Title 24 verification of ventilation / Outside Air (OSA)
  - Provide Title 24 verification of outside air flow for ventilation by conducting the required startup
  - Verification with CEC form "CEC-NRCA-MCH-02-A-Outdoor Air Acceptance"
6. Title 24 verification of economizers
  - Provide Title 24 verification of economizer operation by conducting the required startup and verification CEC form "CEC-NRCA-MCH-05-A- Air Economizer Controls"
7. Title 24 verification of demand ventilation
  - Provide Title 24 verification of existing demand ventilation systems
  - Conducting the required startup and verification CEC form CEC-NRCA-MCH-06-A-Demand Control Ventilation Systems Acceptance"
8. ASHRAE restart procedure for buildings
  - For any facility that has been previously unoccupied for over six months, perform an ASHRAE restart procedure for buildings per <https://www.ashrae.org/technical-resources/building-readiness>.



- Includes verification that all the Basic assessments and testing have been completed.
- Provide Building Readiness Plan, verify the pre- and post-building flush with outside air is completed
- Verify the building's mode of operation for occupied and unoccupied times.

## COMPENSATION

### Basic Services Fee

For the Basic Services Scope of Work described above, the Client shall compensate KFI and LifeWings as follows:

**Fixed fee in the amount of \$32,800.** Travel and production expenses are included in the fixed fee.

## COMPENSATION

### Other services fees

#### **Install MERV13 (or highest practical) filters - \$1314.00**

1. Provide Change of filters to MERV 13 if the HVAC systems have less than MERV 13 filters,
2. Ensure the system can provide the required pressure for their operation

#### **Install CO2 Monitors - \$8386.00**

1. Install CO2 monitors in each classroom that does not presently have any CO2 monitoring capability.
2. Stand-alone sensor with a readout so the staff can observe the present CO2 level in the classroom.

#### **Additional Repair Efforts covered by Contingency Funds (to be completed as needed) - \$8500.00**

1. Economizer repair
  - Provide Economizer repair as recommended in the assessment or testing reports
2. Repair or maintain demand ventilation system
  - Repair or maintain the demand ventilation system as recommended in the assessment or testing reports
3. Repair coils
  - Repair all cooling or heating coils as recommended in the assessment or testing reports
4. HVAC system repair or replace
  - Provide HVAC system repairs, corrections, or maintenance as recommended in the assessment testing reports
  - Work must be supported by AB841 contingency or emergency use funds
5. Other emergency fixes or equipment purchases allowed under AB841 requirements or CEC guidelines

#### **Information Provided by Others**

1. Existing building plans (HVAC plans in PDF)
2. Access to building automation system remotely
3. Performance and operation data for existing MEP systems (test and balance reports)

## PROJECT SCHEDULE





- TBD based on approval of the contract.

#### EXCLUSIONS

1. Exclusions (*may be provided as an additional service upon request*):
  - Construction documents and bid packages
  - Equipment bidding and procurement
  - Architectural design work and building code review
  - Building enclosure air-tightness testing
  - Detailed cost estimating
  - Special inspections

#### Additional Services

The Client may request KFI to provide additional services beyond the Basic Services Scope of Work (design services for implementation of recommendations, etc.)

Invoicing will occur monthly; payment terms are net 30 days, with no retainage.

If you find this proposal acceptable, we can commence work immediately. Don't hesitate to contact Richard Doss at 952.201.9560 or Randy Christenson at 612.801.0175 if you have any questions.

Thank you for the opportunity to provide engineering and medical management services for this Project. A multiple barriers approach, including enhanced ventilation, particle filtration, air disinfection, and improved PPE, should be considered to reduce viral transmission risks. In addition, findings and recommended HVAC / building improvements to reduce SARS-CoV-2 transmission can also be applied to other respiratory viruses.

Respectfully submitted,

**KFI Engineers**

**Accepted By:**  
**Eureka City Unified School District**

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**Randy P. Christenson, P.E.**  
**Director**

---

**Date**

Attachments:  
KFI Terms and Conditions

KFI Engineers CIA S & F template version 2021 0311





## TERMS AND CONDITIONS

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2. Change Requests and Change Orders: This Agreement may not be modified except in writing. If CLIENT wishes to modify the scope of work described in this Agreement, CLIENT must submit a written work scope change request. KFI will respond promptly by stating in writing what effect, if any, the request will have on the price and schedule of delivery of the professional services described by this Agreement (the “**Professional Services**”). If KFI and CLIENT agree on a work scope change request and any adjustment to the price or delivery date, CLIENT and KFI will sign a change request modifying this Agreement.
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4. Delivery: KFI will make every commercially reasonable effort to complete the Professional Services by the date or dates stated in this Agreement, but KFI SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL, ARISING OUT OF ANY DELAY IN DELIVERY OF THE PROFESSIONAL SERVICES.
5. Limit of Liability: KFI’s liability to CLIENT for any error or omission (including claims for indemnity or contribution) is limited to KFI’s fee.
6. Cancellation: CLIENT may cancel this Agreement by delivering a written cancellation notice to KFI before the Professional Services are completed, provided that CLIENT must pay KFI at KFI’s current standard billing rates for the time and materials that KFI expended through the date of cancellation. All designs, drawings and specifications shall remain the property of KFI.
7. Reuse of KFI’s Plans, Specifications, and Other Documents: All plans, specifications, and other documents furnished by KFI are instruments of KFI’s services for use solely for the Project, and KFI retains all ownership and property rights in them regardless whether the Project is completed. CLIENT may retain copies for reference in connection with the use and occupancy of the Project, but KFI does not represent that the documents are suitable for reuse on extension of the Project or on other projects. CLIENT will defend and indemnify KFI from all claims or losses arising out of the unauthorized use of the documents.



8. Insurance: KFI will maintain worker's compensation insurance, professional liability insurance, and comprehensive general insurance and will provide CLIENT with a certificate of insurance upon request.
9. Third-party Indemnification: KFI agrees to hold CLIENT harmless from any claim by any person, firm, corporation, or governmental unit that is caused by or arises out of negligent acts or omissions of KFI. CLIENT agrees to hold KFI harmless from any claim by any person, firm, corporation, or governmental unit that is caused by or arises out of negligent acts or omissions of CLIENT.
10. Resolution of Disputes: Any controversy, claim or dispute arising out of or relating in any manner to this Agreement or the Project shall be resolved as follows: Both parties will first attempt in good faith to promptly resolve the controversy, claim or dispute by negotiations between senior executives of the parties who have authority to settle the matter and who do not have direct responsibility for the administration of the Project. If the controversy, claim, or dispute has not been resolved by such negotiations within 60 days after written request by either party, the matter shall upon written request of either party then be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall be experienced in and have knowledge of the professional service(s) discipline KFI has been contracted for. The parties agree that any arbitration hearing shall be held in Saint Paul, Minnesota. Any claim in connection with this Agreement or the Project not made within 2 years after completion of the Professional Services shall be waived.
11. Resolution of Dispute Costs: The prevailing party to any dispute arising out of or relating to this Agreement or the Project shall be entitled to recover its reasonable fees and costs from the other party, including attorney fees and the costs of any arbitration, lawsuit, or other proceeding.
12. Force Majeure: The obligations of KFI and the CLIENT to perform under this Agreement shall be excused during each period of delay caused by matters which are beyond the reasonable control of the party obligated to perform, such as, acts of God, fire, flood and other weather conditions, war, embargo, explosions, riots, laws, rules, regulations and order of any governmental authority.
13. Miscellaneous: This Agreement comprises the final and complete agreement between KFI and CLIENT. It supersedes all previous or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement and shall be binding upon the heirs, executors, administrators, successors and assigns of KFI and CLIENT. Neither KFI nor CLIENT may assign or transfer this Agreement or any rights or interest in this Agreement, and no third party is intended to be benefited by this Agreement.
14. Payment: Fees and charges are due upon CLIENT's receipt of an invoice. CLIENT will pay a late payment charge of 10% per annum on the balance due beginning 30 days from the original invoice date. Each invoice from KFI shall be deemed correct, conclusive, and binding on CLIENT unless CLIENT, within 10 days after receiving that invoice, notifies KFI in writing of any claimed inaccuracies, discrepancies, or errors. If CLIENT fails to pay KFI within 30 days after receiving an invoice, KFI shall have the right to cancel this Agreement, in which case CLIENT shall pay KFI for all fees and charges incurred, and all Professional Services performed, through the date of termination.



October 26, 2021

Mr. Fred Van Vleck, Ed.D.  
Superintendent  
Eureka City Unified School District  
2100 J Street  
Eureka, CA 95501

**RE: Proposal for Indoor Air Quality Engineering Services  
Zoe Barnum Continuation School HVAC Analysis  
216 West Harris Street  
Eureka, CA 95501  
HVAC Analysis of Ventilation Systems, Airflow Distribution, and Quality Monitoring Services  
KFI /LWPP Proposal #21-1331**

Dear Mr. Van Vleck,

KFI Engineers (KFI) and LifeWings Peak Performance (LWPP) are pleased to provide this proposal for Mechanical engineering and Medical management services on the above-referenced Project. This proposal outlines our anticipated scope of work and estimated project costs. Understanding the SARS-CoV-2 virus's physical characteristics, movement, and impact on high-risk infection areas is crucial in reducing risk. Attention to the biological, epidemiological, and virological principles of how respiratory aerosols disseminate, how secondary infection cases identify, and how proper infection control procedures affect transmission risks is critical. It is essential to match building control strategies with space density, consider people's movement, manage indoor air quality and airflow, and account for failure's consequences. This proposal outlines our scope of work and associated compensation. This proposal is valid for 45 days from the proposal date.

**PROJECT UNDERSTANDING**

Eureka City Unified School District is considering individual facility studies for all occupied elementary schools, middle schools, continuation school, independent study school, and high school buildings. The analysis shall identify COVID 19 protocols and improvements for air handling units (AHUs) and building ventilation necessary to:

1. Support improved student/staff cognitive function<sup>1</sup>, which is essential for:
  - Attention and learning
  - Social, emotional development
  - Mental health and well-being
2. Minimize the risk of transmission of COVID-19 and other airborne infectious diseases as a means of:
  - Reducing student and employee absences
  - Maximizing the instruction
  - Lowering costs for substitute employees
  - Reducing costs for employee medical insurance
  - Maximizing apportionment derived from attendance
3. Eliminate other airborne hazards that negatively impact student and employee health

<sup>1</sup> [https://schools.forhealth.org/wp-content/uploads/2020/02/Schools\\_ForHealth\\_UpdatedJan21.pdf](https://schools.forhealth.org/wp-content/uploads/2020/02/Schools_ForHealth_UpdatedJan21.pdf)

This study shall identify protocols and improvements to prevent the spread of viral pathogens with the HVAC systems at each school site. The final assessment report will provide;



- Prioritized recommendations with the benefits and limitations of each option
- Schedule of funding available to local education agencies; ESSER 1,2,3 and Assembly Bill 841 (AB 841 CalSHAPE, California Schools Healthy Air, Plumbing, and Efficiency Program) to support SaferAir
- A checklist for building staff to use for verifying the currently available safety practices
- Review of system/school maintenance practices

#### **BASIC SERVICES SCOPE OF WORK**

LWPP and KFI will perform the following scope of work:

**Part A:** LWPP and KFI provide an expert Clinical and Human Factors assessment of the facilities policies, procedures, and protocols for best practice epidemic response to provide the safest facilities meeting current guidelines and regulatory requirements. Assessment includes:

1. Determine essential operating and maintenance procedures /protocols to attain facility and HVAC "Defense in Depth" ensuring ventilation systems deliver air within design standards, as defined by:
  - a. Preventing deviations from normal HVAC operations
  - b. Detecting and controlling air quality deviations
  - c. Incorporating safety features, techniques, and procedures to avoid occupant exposures or injury
  - d. Mitigating the consequences of outbreaks or illness
2. Determine Hardwired Safety Tools (HST) required to meet identified deficiencies in the highest areas of risk
3. Conduct a current state review of Maintenance system strengths and opportunities.
  - a. Review facility maintenance practices and personnel skills
  - b. Identify maintenance/facilities Key Performance Indicators (KPI) and elements of a Daily Management System (DMS)

**Part B:** KFI Engineers and LWPP provide an expert Engineering Assessment of the facility's building systems characteristics for filtration, outside airflow (OSA), air-cleaning devices, and room airflow patterns for correct response to COVID-19. Building Assessment includes:

1. Reviewing critical exhaust systems and outside air flows of all air handling units
  - a. Inspections to determine OSA are (fully) operational
  - b. Visual inspections of filtration systems
2. Creating a ventilation management matrix in compliance with ASHRAE 62.
  - a. Williams and Bryant furnace units
  - b. International Comfort Units
3. Review of all existing testing and balance (TAB) reports (TAB ensures that HVAC systems are operating properly and delivering the correct air quantities inside a building)
4. Conduct ambient air testing for volatile organic compounds (VOC), particulate, formaldehyde, ozone
5. Evaluation of all activities for compliance with ASHRAE 17
6. Provide AHU zone plans indicating new outside airflow values
7. Provide drawings showing system changes or adjustments for correct COVID-19 response
8. Air Monitoring review

#### **Assessment Deliverables:**

1. Provide a report of findings and recommendations based on the evaluations above. Report formatted as follows:



- a. Introduction and Three sets of Recommendations (Table 1,2,3)
  - i. **Table 1** – Immediate HVAC adjustments implemented by school facilities site team after 2-3 weeks of the pilot process
  - ii. **Table 2** – Secondary HVAC and BAS adjustments, made mainly through the site team; outside help possibly required
  - iii. **Table 3** – Recommendations requiring capital spend and approval (requires ESSER, AB 841 funding)
- b. ASHRAE guidelines and applicability to the school system
- c. Provide a matrix to include the following information. Existing HVAC system design parameters, age, latest test and balance date, code-compliant, and filtration type.
  - i. Create building HVAC zone maps
  - ii. Calculate ventilation requirements based on ASHRAE 62.1 guidelines
  - iii. Evaluate TAB reports for available static pressure for increased filtration
- d. Recommendations to improve filtration based on system designs.
- e. Building Automation System (BAS) system recommended modifications based on ASHRAE guidelines
- f. School system visual review findings (air intake and exhaust separations, air distribution system review for obstacles for optimal distribution)
  - i. Inspection of all airside control systems
  - ii. Report out on selected room/space airflows, airpath movements
  - iii. Provide baseline measurements for ambient air testing (volatile organic compounds, CO<sub>2</sub>, ozone, particulates, etc.)
- g. Review and provide solutions for nurse's area or other area ventilation system for isolation rooms.
- h. Recommendations for modifications, increased air changes, airflow, air distribution, and addition of HEPA filtration in a room
  - i. Perform calculations for cooling and heating capacity, recommended filtration
  - ii. Provide OSA report, load and filter capabilities report
- i. Identify needed equipment Briefings, Indoor Air Quality (IAQ) Monitoring checklists, Emergency Response & Safety protocols
- j. List Maintenance/Facilities operations immediate future state changes and improvement opportunities:
  - i. List key findings, learnings, and improvement tracks that include:
    - Minimal investment
    - Moderate investment
    - Significant investment
  - ii. Identify scripting and coaching tools needed to hold teams accountable to daily/weekly/monthly routines
  - iii. List minimum elements of a Daily Management System (DMS)
- k. Recommended Monitoring / Measurement Strategy and Immediate actions
  - i. Monitoring strategy and considerations - Climatic zones, indoor air systems, outdoor air, building age, impedance points
  - ii. Equipment - sensors, alarms, calibration, maintenance
  - iii. Measuring IAQ and COVID HVAC success:
    - 1. IAQ monitoring and critical response trends



2. Airflow, exchange rates, outside air
3. Filtration and technology measurements
4. Illness, infection, absence levels (staff, student)
5. Student test scores and achievement trends
6. Workers' comp, medical claims trends (staff)

#### **Additional Project Deliverables, repair, and adjustments**

1. As found TAB readings of all supply & return grilles & build out a deficiency log
  - Provide a report of all readings and indicate any deficiencies from original design requirements with recommendations for corrections.
  - If the space use has changed since the original design, the report will include recommendations for corrections.
2. Measure all Exhaust flows & build deficiency log
  - Perform as found TAB readings on all Exhaust air flows and provide a report of all readings
  - Indicate any deficiencies from original design requirements.
3. Test Demand Ventilation Systems
  - Demand systems will be tested for proper operation, including sensor calibration tests.
  - Provide a report of findings with recommendations for corrections, maintenance, or adjustments for the proper operation of the systems
4. Control Sequence test & review, verify daily flush, operation times & setpoints
  - For each HVAC system with a Direct Digital (DDC) control system, inspect the system and review its control sequences,
  - Verify outside air control, verify it provides a daily flush of outside air, and document its operating times & setpoints.
  - Provide a report of findings with recommended corrections or required maintenance.
5. Title 24 verification of ventilation / Outside Air (OSA)
  - Provide Title 24 verification of outside air flow for ventilation by conducting the required startup
  - Verification with CEC form "CEC-NRCA-MCH-02-A-Outdoor Air Acceptance"
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  - Provide Title 24 verification of existing demand ventilation systems
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8. ASHRAE restart procedure for buildings
  - For any facility that has been previously unoccupied for over six months, perform an ASHRAE restart procedure for buildings per <https://www.ashrae.org/technical-resources/building-readiness>.



- Includes verification that all the Basic assessments and testing have been completed.
- Provide Building Readiness Plan, verify the pre- and post-building flush with outside air is completed
- Verify the building's mode of operation for occupied and unoccupied times.

## COMPENSATION

### Basic Services Fee

For the Basic Services Scope of Work described above, the Client shall compensate KFI and LifeWings as follows:

**Fixed fee in the amount of \$34,600.** Travel and production expenses are included in the fixed fee.

## COMPENSATION

### Other services fees

#### **Install MERV13 (or highest practical) filters - \$1752.00**

1. Provide Change of filters to MERV 13 if the HVAC systems have less than MERV 13 filters,
2. Ensure the system can provide the required pressure for their operation

#### **Install CO2 Monitors - \$9584.00**

1. Install CO2 monitors in each classroom that does not presently have any CO2 monitoring capability.
2. Stand-alone sensor with a readout so the staff can observe the present CO2 level in the classroom.

#### **Additional Repair Efforts covered by Contingency Funds (to be completed as needed) - \$9187.00**

1. Economizer repair
  - Provide Economizer repair as recommended in the assessment or testing reports
2. Repair or maintain demand ventilation system
  - Repair or maintain the demand ventilation system as recommended in the assessment or testing reports
3. Repair coils
  - Repair all cooling or heating coils as recommended in the assessment or testing reports
4. HVAC system repair or replace
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#### **Information Provided by Others**

1. Existing building plans (HVAC plans in PDF)
2. Access to building automation system remotely
3. Performance and operation data for existing MEP systems (test and balance reports)

## PROJECT SCHEDULE





- TBD based on approval of the contract.

#### EXCLUSIONS

1. Exclusions (*may be provided as an additional service upon request*):
  - Construction documents and bid packages
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The Client may request KFI to provide additional services beyond the Basic Services Scope of Work (design services for implementation of recommendations, etc.)

Invoicing will occur monthly; payment terms are net 30 days, with no retainage.

If you find this proposal acceptable, we can commence work immediately. Don't hesitate to contact Richard Doss at 952.201.9560 or Randy Christenson at 612.801.0175 if you have any questions.

Thank you for the opportunity to provide engineering and medical management services for this Project. A multiple barriers approach, including enhanced ventilation, particle filtration, air disinfection, and improved PPE, should be considered to reduce viral transmission risks. In addition, findings and recommended HVAC / building improvements to reduce SARS-CoV-2 transmission can also be applied to other respiratory viruses.

Respectfully submitted,

**KFI Engineers**

**Accepted By:**  
**Eureka City Unified School District**

---

**Randy P. Christenson, P.E.**  
**Director**

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**Date**

Attachments:  
KFI Terms and Conditions

KFI Engineers CIA S & F template version 2021 0311





## TERMS AND CONDITIONS

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11. Resolution of Dispute Costs: The prevailing party to any dispute arising out of or relating to this Agreement or the Project shall be entitled to recover its reasonable fees and costs from the other party, including attorney fees and the costs of any arbitration, lawsuit, or other proceeding.
12. Force Majeure: The obligations of KFI and the CLIENT to perform under this Agreement shall be excused during each period of delay caused by matters which are beyond the reasonable control of the party obligated to perform, such as, acts of God, fire, flood and other weather conditions, war, embargo, explosions, riots, laws, rules, regulations and order of any governmental authority.
13. Miscellaneous: This Agreement comprises the final and complete agreement between KFI and CLIENT. It supersedes all previous or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement and shall be binding upon the heirs, executors, administrators, successors and assigns of KFI and CLIENT. Neither KFI nor CLIENT may assign or transfer this Agreement or any rights or interest in this Agreement, and no third party is intended to be benefited by this Agreement.
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*Eureka City Schools Board of Education*

**AGENDA ITEM**

Agenda Title: Revised Mural Criteria and Parameters for Murals in Eureka City Schools

Meeting Date: November 18, 2021

Item: Discussion/Action

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Board is asked to discuss, and possibly approved, the criteria and parameters for approving murals at school sites within the Eureka City Schools.

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

There is ongoing interest and support by the student body for displaying murals that represent the diversity and voice of our school community.

**STRATEGIC PLAN/PRIORITY AREA:**

Priority Area 4: DISTRICT AND SCHOOL CLIMATE (INCLUDING MENTAL AND SOCIO-EMOTIONAL HEALTH)

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

This item was previously discussed by the Board on October 28, 2021 and asked to be modified to reflect the discussion from the Board.

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

The cost of mounting and maintaining murals are not known at this time

**WHO** *(list the name of the contact person(s), job title, and site location)*

Fred Van Vleck, Ed.D., Superintendent

Jennifer Johnson, Principal of Eureka High School

**ATTACHMENTS:**

Description

- ▢ Proposal

## Mural Procedures in Eureka City Schools

### Definition and Intent:

At Eureka City Schools, murals are a public display of art intended for viewing enjoyment and appreciation over an extended period of time. This art belongs to the entire school community. A mural does not always affect people the same way. Murals may produce different opinions and reactions but should not alienate any member of our community. The intent of murals in Eureka City Schools is to reflect our diverse community. Murals are encouraged to be of unique designs and styles. The artwork should be tasteful and transcend the boundaries of time.

### General Requirements:

1. Mural designs at Eureka High School shall be **pre**-approved by the Inter Club Council. At other sites, mural designs shall be **pre**-approved by a committee composed of students, staff, and if appropriate, other members of the school community. Murals designed by clubs shall align with the club's motto or statement as well as align with the school's standards to keep students safe, responsible and respectful.
2. **Final** mural designs must be approved prior to starting the final mural work. At the secondary level, the mural design shall seek to encourage students' participation and future enrollment in clubs and **shall** explain through imagery, symbolism, and/or quotes what and who the club represents and what the club's message is.
3. Designs **shall** have an overall theme or themes that are reinforced by layout, images, and/or words.
4. Designs cannot represent a political standpoint, bias or affiliation, **and shall be designed to include all students and community.**
5. Designs cannot advertise, advocate, or symbolize any type of alcohol, drugs, tobacco, gambling, weapons, gang affiliations or acts that are illegal, violent, obscene, or hazardous.
6. Designs cannot actively discriminate, be offensive or degrading on the basis of race, gender, cultural, religious, or ethnic values.
7. **Each club shall be allowed a maximum of one mural at each site the club is active on.**

Date of Board approval: \_\_\_\_\_

### **Design and Mounting Requirements:**

1. Murals must be painted on plywood panels and be able to be removed from wall mountings for building maintenance.
2. Plywood panel must be primed before painting. Mural grade acrylic paint should be used as well as a varnish layer for preservation and weather protection. For outdoor painted murals follow low VOC requirements.
3. The District's Maintenance Department will have jurisdiction over hanging and mounting murals.
4. Any mural not completed within one year of approval will be subject to removal.
5. Each school site shall have a designated area for murals.
6. No mural shall exceed 64 square feet in size (2 pieces of 4 x 8 plywood)

### **Long-Term Considerations:**

1. If it is determined that a mural is deteriorating, there are two ways to go about addressing this issue:
  - a. At the secondary level, the original artist(s) or club may take on the task of restoring the mural.
  - b. The mural may be removed by the Maintenance Department. If a mural is removed an image of the mural should be archived along with the date of removal.

Date of Board approval: \_\_\_\_\_

*Eureka City Schools Board of Education*

**AGENDA ITEM**

Agenda Title: Employment Contract for the Assistant Superintendent of Educational Services for 2021-2023

Meeting Date: November 18, 2021

Item: Discussion/Action

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is asked to discuss and approve the Employment Contract for the Assistant Superintendent of Educational Services for 2021-2023.

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

Historically, the assistant superintendent positions have been included in the Classified and Certificated Management Salary Schedules. Beginning in April 2014, contracts were established for the positions of Assistant Superintendent to Business Services and Assistant Superintendent of Educational Services.

**STRATEGIC PLAN/PRIORITY AREA:**

Priority Area 3: RECRUITMENT, SELECTION, PROFESSIONAL DEVELOPMENT, AND RETENTION OF QUALITY STAFF

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

Not applicable.

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

See attached contract.

**WHO** *(list the name of the contact person(s), job title, and site location)*

Fred Van Vleck, Superintendent

**ATTACHMENTS:**

Description

- ▢ Employment Contract

**EUREKA CITY SCHOOLS**  
**Assistant Superintendent Employment Agreement**

This Employment Agreement ("Agreement") is made and entered into on November 5, 2021 by and between the Governing Board of Eureka City Schools ("District" or "Board") and Gary Storts, Assistant Superintendent of Educational Services ("Assistant").

1. **Term.** Pursuant to Education Code section 35031, the District hereby employs Assistant for a period commencing on November 15, 2021 and terminating on June 30, 2023, subject to the terms and conditions set forth below.
2. **Salary.**
  - a. Initial Base Salary. For the 2021-22 school year, the Assistant shall be compensated in an amount equal to 77% of the Superintendent's base salary. Based on the 2020-21 school year, it would be \$159,691.07 and will be adjusted as described below for the 2021-22 school year.
  - b. Once the Superintendent's base annual salary is determined for each fiscal year, the annual salary for the Assistant shall be calculated, and applied. The application of the 77% of the Superintendent's base salary shall never result in a decrease in the salary for the Assistant.
  - c. The Assistant's salary represents payment consistent with his duties as a management employee exempt from overtime. Should the application of the factor above result in an increase that exceeds the California Consumer Price Index for Urban Wage Earners and Clerical Workers as calculated by the Department of Industrial Relations, the increase in excess of this amount shall not take effect until action is ratified by a majority of the Board to increase the salary in a public session at a regularly scheduled meeting of the Governing Board.
  - d. The salary shall be payable in twelve (12) equal monthly payments. When only a portion of any year or month is served, the Assistant Superintendent's salary shall be prorated to reflect such service. The Governing Board reserves the right to increase the Assistant Superintendent's contract, with mutual consent of the Assistant

Superintendent and ratification of the Governing Board. It is further provided, however, that by doing so, it shall not be considered that a new contract has been entered into or that the termination date of the existing contract has been extended.

3. **Fringe Benefits.**

- a. **Fringe Benefits.** The Assistant shall receive District-paid health, dental, vision and other fringe benefits, including Post Retirement Employee Benefits, in the same manner and subject to the same limitations as other District administrative employees.
- b. **Auto Allowance.** The Assistant is required to have a vehicle available to exercise the powers and to perform the duties of his position. In order to reimburse the Assistant for this vehicle requirement, the Assistant shall be entitled to a monthly allowance of \$400.
- c. **Necessary Expenses.** The District shall reimburse the Assistant for actual and necessary expenses incurred by the Assistant within the scope of his employment (except mileage reimbursement for automobile travel expenses within Humboldt County) so long as such expenses are permitted by the District policy or incurred with prior approval of the Superintendent. For reimbursement, the Assistant shall submit and complete expense claims in writing in accordance with the District's policies, rules and regulations. The Assistant's expense claims shall be supported by appropriate written documentation verifying the contents of the report prior to authorization for reimbursement.
- d. **Community Service Stipend.** Assistant shall be paid a stipend in the amount of fifty dollars (\$50) per month for expenses incurred incidental to District business which may include, but not be limited to, costs incurred in participating in local community events, including community events that are not specifically tied to the District but which are reasonably related to the District's mission and goals as a public school district. Applicable expenses include but are not limited to meals, membership fees and registration costs and other miscellaneous costs incurred in connection with community events and promoting the District.



- e. Membership and Dues. The District shall pay the annual membership dues for Assistant's membership in the Association of California School Administrators, and one other professional organization, selected by the Assistant and with prior approval by the Superintendent, during each year of this Agreement.
  - f. Data/Cell Phone. With the understanding the Assistant is expected to be available 24/7 by email and phone, the District shall provide a monthly payment of one hundred dollars (\$100) to help offset such expenses.
  - g. Retirement. This position is considered a certificated position and Assistant is provided retirement through CalSTRS.
4. **Duties.** The Assistant shall perform all duties prescribed by law, applicable policies and regulations of the District, all duties specified in the Assistant's job description, and such other duties as may be directed by the Superintendent. This position is considered a certificated position and as such the Assistant is required to maintain an administrative credential. Essential to the duties of this position are the organization, direction, and oversight of the educational program of the District and the Assistant is also responsible for design, direction and implementation of educational programs.
5. **Outside Professional Activities.** By prior approval of the Superintendent, the Assistant may undertake for consideration outside professional activities, including consulting, speaking and writing. The Assistant's outside professional activities shall not interfere with Assistant's ability to satisfactorily perform the duties of the position, as solely and exclusively determined by the Superintendent. The Assistant agrees that he will not utilize District staff or property in performing these outside activities without prior written approval by the Superintendent. In no case will the District be responsible for any expenses attendant to the performance of such outside activities unless prior approval is obtained.
6. **Evaluation.** The Superintendent shall evaluate the performance of the Assistant. The evaluation shall be in writing, include a personal conference, and encompass the duties, goals, and expectations for the position. The

evaluation procedures shall be set forth exclusively by the Superintendent and shall be the exclusive means by which the Assistant is evaluated and are intended to supersede any other provisions concerning evaluation which might exist in applicable law or by virtue of any District rules, regulations, policies or other agreements. Any failure on the part of the Superintendent to meet the requirements or deadlines set forth in this Agreement shall not release the Assistant from fully and faithfully performing the services required to be performed under this Agreement or constitute a default by District of its obligations under this Agreement.

**7. Termination of Agreement.**

- a. Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Board and the Assistant.
- b. Retirement or Death. This Agreement may be terminated at any time upon the Assistant's retirement or death.
- c. Non-Renewal of Agreement by the District. The Board may elect not to renew this Agreement by providing written notice to the Assistant in accordance with Education Code section 35031 (currently 45 days prior notice) in advance of the expiration date of the term as stated in Section 1, Term above. The Assistant shall notify the Superintendent and the President of the Board, in writing, ninety (90) days before expiration of the term of this Agreement that the Agreement will renew for an additional term if a notice is not given forty-five (45) days before expiration of this Agreement. The Assistant's failure to provide the above-mentioned notice may be a material breach of a condition of this Agreement and may constitute grounds for dismissal, independent of any other grounds.
- d. Termination for Cause. The Assistant may be terminated by the Board at any time for, but not limited to, breach of this Agreement, any ground enumerated in the Education Code or Board Policy, the Assistant's unsatisfactory performance, the Assistant's failure to perform his responsibilities, or for other conduct which is seriously prejudicial to the District. The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the charges has first been served

upon the Assistant. The Assistant shall then be entitled to a conference with the Board in closed session, at which time the Assistant shall be given a reasonable opportunity to address the Board's concerns. The conference shall not be conducted as an administrative evidentiary hearing and there shall be no use of witnesses. The Assistant shall have the right to be represented by counsel of the Assistant's choice at the Assistant's expense. The Assistant shall have a reasonable opportunity to fully respond to all matters raised in the statement of charges, and shall have the opportunity to introduce documentary evidence. If the Board, after considering all evidence presented, decides to terminate this Agreement, it shall provide the Assistant with a written decision. The decision of the Board shall be final. The Assistant's conference with the Board shall be the Assistant's exclusive right to any conference or hearing otherwise required by law. The Assistant knowingly waives any other rights that may be applicable to his termination.

- e. Early Termination. The Board may, for any reason, without cause or a hearing, terminate the Agreement at any time. In consideration for exercise of this right, the District shall pay to Assistant for the remainder of the unexpired term of this Agreement, or twelve (12) months, whichever is less, a sum equal to the difference between Assistant's gross monthly base salary at the salary rate in effect during the Assistant's last month of service and the amount which Assistant earns from any other employment-related source (whether as employee, independent contractor, consultant or self-employed).

The payments made pursuant to this early termination provision may be made in a lump sum or on a monthly basis, at the District's sole election. If a lump sum payment is made it will be considered as severance pay and not subject to a CalSTRS contribution. If the payment is made on a monthly basis, the District makes no representation as to whether CalSTRS will accept the time and contribution as meeting CalSTRS requirements for creditable income and/or service. The Assistant shall also be entitled to District paid health benefits, as those benefits may change from time-to-time

for a period of nine (9) months or until the Assistant obtains other employment, which provides health benefits or the unexpired portion of this contract, whichever occurs first. All payments made pursuant to this early termination provision shall be subject to all of District's regular payroll deductions and shall be treated as salary payments.

As a condition of payment hereunder, the Assistant shall be obligated to seek other employment and he shall notify the District immediately if he earns income from any employment-related activity. The Assistant's failure to notify the District of earned income from any employment-related activity may constitute a waiver and release of the District for an equal amount in a subsequent month.

The parties agree that damages to the Assistant which may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the damage payments made pursuant to this early termination clause, along with the District's agreement to provide paid health benefits, constitutes reasonable liquidated damages for the Assistant, fully compensates the Assistant for all tort, contract, employment and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Assistant's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260 *et seq.*, to the extent applicable.

As an alternative to the above, the Board may at any time with sixty (60) days notice to the Assistant, decide for any reason to reassign the Assistant to a different position with different duties for the remainder of the unexpired term of this Agreement. In consideration for the exercise of this right, the District shall continue to pay Assistant his full salary and benefits under this Agreement for the remaining term of this Agreement.

- f. Unilateral Termination. Assistant may, at his option, unilaterally terminate this Agreement by giving ninety (90) days written notice that he will not fulfill the obligations of this Agreement and that he wishes to be relieved of his contract for the remainder of the period of the Agreement.
  - g. Disability. Upon written evaluation by a licensed physician designated by the District indicating the inability of the Assistant to perform the essential functions of his position with or without reasonable accommodation as a result of a physical or mental disability, this Agreement may be immediately terminated by the Board upon thirty (30) days written notice to the Assistant.
8. **Sick Leave**. The Assistant shall be allocated twelve (12) days of sick leave annually. This sick leave may be accumulated indefinitely but in no event shall the District make a cash payment to the Assistant for accumulated and unused sick leave.
9. **Holidays**. The Assistant shall schedule non-work days on all holidays granted to the District's certificated and classified employees.
10. **Work Year**. The Assistant shall be required to provide two hundred and twenty (220) days of full and regular service during each annual period covered by this Agreement. The Assistant shall not receive, earn, or accrue paid vacation.
11. **Notification of Absence**. If the Assistant plans on being absent from the District more than five (5) continuous workdays, the Assistant shall notify and seek the approval of the Superintendent in advance.
12. **Annual Reporting Requirements**. The Assistant shall report to the Superintendent in writing on an annual basis, and receive the approval of the Superintendent, for the Assistant's use of sick leave and the total number of days worked.
13. **Professional Meetings and Memberships**. The Assistant is expected to attend appropriate professional meetings at local, state and national levels.

Prior approval of the Superintendent shall be obtained when the Assistant attends a function outside of the state. The Assistant shall endeavor to maintain and improve his professional competence including subscription to, and reading of, appropriate periodicals, maintenance of membership in appropriate professional organizations, attendance in education programs, and attendance at professional meetings at the local, state, and national level. The expense of said subscriptions, membership and attendance shall be paid by the District, upon approval of the Superintendent.

**14. General Provisions.**

- a. Governing Law. This Agreement, and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California. The venue for such enforcement shall be in Humboldt County, California.
- b. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.
- c. No Assignment. The Assistant may not assign or transfer any rights granted or obligations assumed under this Agreement.
- d. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties.
- e. Exclusivity. To the extent permitted by law, the parties intend and agree that the employment relationship between the District and the Assistant shall be governed exclusively by the provisions of this Agreement.
- f. Management Hours. The parties recognize that the demands of the position will require Assistant to work during non-school hours, evenings, and, as such, the parties agree that Assistant shall not be entitled to overtime compensation.
- g. Construction. The parties shall be deemed to have participated equally in the preparation of this Agreement. The rule of construction that ambiguities are to be construed against the preparer shall not apply.

- h. Board Approval. The effectiveness of this Agreement shall be contingent upon approval by District's Board in open session as required by law.
- i. Execution of Other Documents. The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.
- j. Severability. All agreements and covenants contained herein are severable in that in the event any of them shall be held invalid by any competent Court, the remaining portions of the Agreement shall continue in full force and effect.

## ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I have not entered into an Agreement of employment with the Governing Board of another school district or any other employer that will in any way conflict with the terms of this employment agreement.

I hold legal and valid administrative and teaching credentials each of which is or will be recorded in the Office of the Superintendent of Schools of Humboldt County before receipt of my first payroll warrant and I agree to maintain valid and appropriate credentials, as required by law, to act as Assistant throughout the life of this Agreement. I further certify that I meet the qualifications of Education Code Section 35028 and that I have read the entire offer of employment.

DATED: 11.05.2021



Gary Storts  
Assistant Superintendent  
Educational Services

DISTRICT APPROVAL:



Fred Van Vleck, Ed.D.  
Superintendent

11/5/21

DATE OF GOVERNING BOARD APPROVAL:



*Eureka City Schools Board of Education*

**AGENDA ITEM**

Agenda Title: Consideration of Interdistrict Attendance Agreement for the 2022-2023 School Year  
Meeting Date: November 18, 2021  
Item: Discussion/Action

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is asked to discuss and consider taking action on the Interdistrict Attendance Agreement for the 2022-23 School Year.

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

Not applicable.

**STRATEGIC PLAN/PRIORITY AREA:**

Priority Area 5: STUDENT TRANSITIONS AND INITIAL ENROLLMENT

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

Board Approval of past IDT agreements:

- February 15, 2018
- June 27, 2019
- June 28, 2020

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

As of September 23, 2021, Eureka City Schools has over 800 students out on interdistrict transfers, which equates to over \$9,600,000 dollars in lost revenue.

**WHO** *(list the name of the contact person(s), job title, and site location)*

John Leonard, Director of Student Services

**ATTACHMENTS:**

Description

- ▣ Copy from HCOE with Markups/Changes from Previous

- ▢ Proposed from HCOE - Final IDT Agreement - with Attachments

## **INTERDISTRICT ATTENDANCE AGREEMENT**

*Effective July 1, 2021*

This Multi-District Interdistrict Attendance Agreement (“Agreement”) is made and entered into by the school districts of Humboldt County listed in Attachment A to this Agreement, and is made pursuant to California Education Code section 46600. The parties agree to the terms of this Agreement through June 30, 2022. This Agreement affects student enrollment upon district board approval and through the 2022-2023 school year.

### **I. RECITALS:**

- A.** California’s Education Code permits two or more school districts to enter into an agreement for a term not to exceed five (5) years to allow pupils to enroll in a school district that is not their district of residence through a process known as “interdistrict transfer.”
- B.** California Education Code requires school districts to respond to a Parent’s request for an interdistrict transfer, if made in the current year, within thirty (30) calendar days of the request; and allows for Parents to appeal any denial of their request.
- C.** California’s Education Code requires school districts to respond to “future year” requests for interdistrict transfers as soon as possible but no later than 14 calendar days after the commencement of instruction in the year for which the interdistrict transfer is sought.
- D.** Humboldt County has a history of allowing pupils to attend school districts that are not the pupil’s district of residence where the capacity exists at the receiving district.
- E.** This Agreement addresses the interdistrict transfer process for parent requests to transfer a pupil during the current year or to transfer a pupil in the future school year. Parents benefit from knowing if the student will attend their preferred district in the future school year. Districts benefit from knowing accurate student enrollment projections by early February for the upcoming school year, to determine if layoff notices are warranted in advance of the legally mandated March 15 deadline to issue teacher layoff notices. Districts need to analyze projected enrollment and school boards must consider taking action on teacher layoffs, usually at their February board meetings.
- F.** This Agreement establishes deadlines for interdistrict transfers. To the degree that this is a departure from historic processes, the parties recognize that a county-wide information dissemination campaign will be critical to this Agreement’s success.

- G. Each district will maintain board policies and regulations that address acceptance, rejection, revocations and enrollment priorities; and operate in conformance with those policies and regulations. Examples of enrollment priorities may include, but are not limited to, the following: sibling(s) attend, children of staff member, older sibling previously attended the school, and others.
- H. The parties recognize that there are existing interdistrict transfer permits that have been approved for students. This Agreement will not change the terms of any previously approved permits.

## II. **TERM OF AGREEMENT:**

This Agreement shall take effect for each party on July 1, 2021 or upon its execution of the Agreement, whichever comes later, and shall expire on June 30, 2022. The parties understand that as to each party to the Agreement, the Agreement does not take effect unless that party's governing board approves the Agreement. This Agreement supersedes any past interdistrict agreements among the parties to this Agreement that are in conflict with this Agreement. Interdistrict transfer requests for the 2022-2023 school year shall be governed by this Agreement if the request was made within the timeframes a party was bound by this Agreement.

## III. **DEFINITIONS:**

**Active Military Parent:** An "active military duty parent" means a parent with full-time military duty status in the active uniformed service of the United States, including members of the National Guard and the State Military Reserve on active duty orders pursuant to Chapter 1209 (commencing with Section 12301) and Chapter 1211 (commencing with Section 12401) of Part II of Subtitle E of Title 10 of the United States Code.

**Capacity:** A district's determination of the space and resources it has available for students.

**Capacity Determination (for purposes of establishing a wait list):** A capacity determination is made by the District of Proposed Enrollment no later than 15 days after the close of the Priority One enrollment window. Approval of an interdistrict transfer requires that the receiving District of Proposed Enrollment have capacity for the student.

**Current year request:** A request for interdistrict transfer received beginning 15 calendar days before the commencement of instruction in the school year for which interdistrict transfer is sought and anytime thereafter for that school year.

**Denial:** For purposes of appealing to the county board of education, a "denial" is a written rejection of a request, but also includes a school district's failure to provide written notification of the school district's decision within the timelines prescribed in this Agreement. A "denial" shall not include any of the following:

1. A request that has been deemed abandoned, meaning the Parent has not met required timelines.

2. An existing interdistrict transfer permit that has been revoked or rescinded in accordance with the policy of the governing board of the school district.
3. A denial by the District of Proposed Enrollment when no permit has been first issued by the District of Residence.

**District of Proposed Enrollment or “DPE”:** A school district other than the school district in which the Parent of a pupil resides, but in which the Parent of the pupil nevertheless intends to enroll the pupil through an interdistrict transfer.

**District of Residence or “DOR”:** A school district in which the Parent of a pupil resides and in which the pupil would otherwise be required to enroll pursuant to the compulsory education requirements.

**Enrollment Window:** The period of time that interdistrict transfer requests for the upcoming year shall be considered by both the District of Residence and the District of Proposed Enrollment.

**Future year request:** A request for interdistrict transfer received up until 16 calendar days before the commencement of instruction in the school year for which interdistrict transfer is sought. A request received 15 calendar days before or thereafter is a “current year” request.

**Hardship:** Extreme difficulty or suffering.

**Interdistrict transfer or “IDT”:** Interdistrict transfer; the act of a student attending a school district that is not the student’s district of residence.

**IDT Permit:** The form which authorizes an individual interdistrict transfer, signed by the District of Residence, the District of Proposed Enrollment, and the Parent. The form is attached as Attachment B to this Agreement. Permits are good for one (1) school year. Parents must re-apply for each school year.

**IDT Request:** The formal process of a Parent seeking written permission from both the District of Residence and the District of Proposed Attendance for the child to attend a school district outside of his or her District of Residence. A District of Residence makes the initial determination as to whether an interdistrict transfer request shall be granted; the District of Proposed Enrollment then reviews the request and determines whether it will grant the request for the transfer to the District of Proposed Enrollment.

**New Sibling Requests:** Requests for a student to attend a District of Proposed Enrollment when the student’s sibling(s) will be enrolled at the District of Proposed Enrollment in the same year.

**Parent:** The natural or adoptive parent or guardian, the person having legal custody, or other educational rights holder.

**Reasonable Enrollment Activities:** Activities that a District of Residence may require a Parent to participate in to demonstrate the District of Residence’s ability to meet the student and/or Parent’s needs. “Reasonable enrollment activities” include a discussion with District of Residence’s school administration or their designees, attending an orientation meeting, a site visit, and/or review of informational literature.

**Renewals:** A renewal of a previously granted Interdistrict Transfer Permit. Renewals must be sought annually.

**School-level transitions:** Transitions from one grade span to another, based upon the District of Residence’s transitions, e.g. elementary school to middle school, or middle school to high school.

**Victim of an act of bullying:** A “victim of an act of bullying” means a pupil that has been determined to have been a victim of bullying by an investigation pursuant to the complaint process described in Education Code Section 234.1. The bullying must have been committed by any pupil in the school district of residence, and the parent of the pupil must have filed a written complaint regarding the bullying with the school, school district personnel, or a local law enforcement agency.

#### **IV. INTERDISTRICT TRANSFER REQUESTS:**

Parents are advised that this Agreement establishes deadlines to apply for enrollment in a school district for the upcoming school year.

##### **A. Preferential Enrollment (“Priority One Open Enrollment Window”): Requests for an IDT for the Future School Year Received from December 1 through February 1**

1. The DOR will approve an IDT Request submitted by a Parent if it is received at the DOR between December 1st through February 1st at 4:00 p.m. each year if Parents have complied with the process described herein. If February 1st falls on a weekend, the deadline will be the next school day after February 1st. IDT Requests for the future school year may not be submitted prior to December 1.
2. The DOR will have 10 school days after the close of the enrollment window to approve the request and to forward the IDT Request to the DPE. The DOR may deny a Parent request for an IDT if the Parent does not participate in DOR Reasonable Enrollment Activities, absent good cause such as hardships due to medical conflicts, work schedule, child care, transportation, language barriers, etc. All other IDT Requests received within the Priority One Enrollment Window will be approved by the DOR, unless the Parent withdraws their IDT Request.
3. The DPE will have 15 school days after the close of the Priority One

Open Enrollment Window (or 5 school days from receipt of the approved IDT Permit from the DOR, whichever is later) to approve or deny the IDT Request and to notify both the Parent and DOR of the DPE's decision.

4. Renewals and New Sibling Requests will be approved and will follow the same timelines listed within Priority One, above. A DOR may require a Parent to participate in Reasonable Enrollment Activities prior to granting a renewal when the student transfer involves a School Level Transition (defined above). Districts will honor existing approved multiyear IDT permits.

**B. Priority Two Enrollment Window – Requests for an IDT for the Future School Year Received After February 1 and for Requests Made In the Current School Year**

IDT Requests received from a Parent for the current school year and for the future year received after the February 1 enrollment window will be processed and approved by a DOR under the following circumstances:

1. Parent did not reside in Humboldt County school districts' boundaries prior to Priority One deadline.
2. Parent moved from one district to another district subsequent to the Priority One deadline.
3. Parent has a reasonable argument and a compelling reason, including hardship, such as medical conflicts, work schedule, child care, transportation, language barriers, for why the Priority One deadline was not met, or why the circumstance did not warrant a request for an IDT at the time of the Priority One deadline.
- 3.4. Parent has a reasonable explanation for not being able to participate in DOR Reasonable Enrollment Activity.

The DOR may require the Parent to participate in Reasonable Enrollment Activities as outlined in Subsection IV.A.2. (Priority One). If approved by the DOR, IDT Requests will be forwarded to the DPE for approval or denial.

**C. Wait Listed Students for the Upcoming Year**

If a DOR granted an IDT Request for the future year, that approval is valid until the commencement of the DPE's new school year. This is to allow time for school districts to determine if there is capacity for the student. Each DPE is limited to accepting the equivalent of two students per grade level from its wait list, or 7% of the school's total enrollment from the waitlist, whichever is greater. The wait list must be established at the time of the DPE's

lottery or capacity determination.

## **V. STATUTORY PREFERENCES:**

### **A. Victims of Bullying**

If a school within the DOR has only one school offering the grade level of the victim of an act of bullying, and therefore there is no option for an intradistrict transfer, the victim of an act of bullying may apply for an interdistrict transfer and the DOR shall not prohibit the transfer if the DPE approves the application for transfer.

A DPE that elects to accept an interdistrict transfer of a student who is the victim of an act of bullying shall accept all pupils who apply to transfer under this statutory preference until the DPE is at maximum capacity. A DPE shall ensure that pupils admitted under this preference are selected through an unbiased process that prohibits an inquiry into or evaluation or consideration of whether or not a pupil should be enrolled based on academic or athletic performance, physical condition, proficiency in English, family income, or any of the individual characteristics set forth in Section 220, including, but not limited to, race or ethnicity, gender, gender identity, gender expression, and immigration status.

### **B. Children of Active Military Service Men and Women**

Notwithstanding any other terms of this agreement, a DOR shall not prohibit the transfer of a pupil who is a child of an active military duty parent to a school district of proposed enrollment if the DPE approves the application for transfer.

## **VI. APPEALS:**

Parents have a right to appeal to the Humboldt County Office of Education (“HCOE”) when a school district denies an IDT Request. HCOE shall process these appeals in accordance with California Education Code section 46601, the terms of this Agreement, and HCOE’s Board Policies and Regulations. Parents are entitled to notice of their right to appeal to HCOE. Failure to appeal within the required time is good cause for denial of an appeal.

Appeals must be filed by the Parent within thirty (30) days of a denial of a request. See “definitions” above for the definition of a denial.

\*\*\*

**Provisional Enrollment in DPE Pending Appeal:** The parties agree that no DPE will grant provisional enrollment of a pupil pending an appeal before Humboldt County Office of Education (“HCOE”), except that a DPE may provisionally enroll a student who has been attending a DPE school in the immediate past and who has been historically continuously enrolled. For example, a Parent moves from District A in April to District B, but wants her child to continue attending District A for continuity. A pupil shall be eligible for provisional attendance only upon providing reasonable evidence that a final decision for a request for interdistrict transfer is pending either with the DOR, the DPE, or HCOE. Where provisional



enrollment is granted under these limited circumstances, and for a period not to exceed two school months, the governing board of a DPE may provisionally admit to the schools of the school district a pupil who resides in another school district, pending a decision of the governing boards of the two school districts, or by HCOE upon appeal, regarding the interdistrict attendance. The period of provisional attendance begins on the first day of the pupil's attendance in the school. If a decision by the school districts or HCOE has not been rendered by the conclusion of two school months, and the school districts or HCOE are still operating within the prescribed timelines, the pupil shall not be allowed to continue attendance at the DPE. If the pupil is subject to compulsory full-time education pursuant to Section 48200, he or she shall enroll in the DOR or in another educational program.

Provisional attendance shall not guarantee that a school district or HCOE will approve a request for interdistrict transfer.

## **VII. REVOCATIONS:**

Neither a DOR nor DOA may revoke an IDT for a student after June 30 following the completion of grade 10, or for pupils in grades 11 or 12. Any other IDT Permit may be revoked pursuant to the policies and regulations of either the DOA or DOR, or as set forth on the IDT Permit itself, as permitted by law. If a school district revokes an IDT Permit, it will promptly provide written notice of the revocation to the other district.

## **VIII. CHANGES IN LAW:**

If any law modifies or conflicts with a provision of this Agreement, the new law shall prevail as if written into the Agreement. A change in law, or a finding that one portion of this Agreement is not legally compliant, shall not invalidate the other terms of the Agreement.

## **IX. COMMUNICATIONS AND PUBLIC AWARENESS**

In order to maximize awareness of the inter-district transfer process the Humboldt County Office of Education (HCOE), in partnership with participating districts, will coordinate a public awareness campaign that will include print, radio, and social media advertisements. In addition, school districts, charter schools, early childhood providers, and other relevant public/private agencies will receive copies of media print materials to post on their websites and/or share with families. The public awareness campaign will begin in November of each year and run through the end of the priority one window.

ATTACHMENT A: LIST OF PARTIES  
ATTACHMENT B: IDT REQUEST FORM

For Each Party:

\_\_\_\_\_ School District

Signature of Superintendent and Date:

\_\_\_\_\_

Board approval:

Date: \_\_\_\_\_

## **INTERDISTRICT ATTENDANCE AGREEMENT**

*Effective July 1, 2021*

This Multi-District Interdistrict Attendance Agreement (“Agreement”) is made and entered into by the school districts of Humboldt County listed in Attachment A to this Agreement, and is made pursuant to California Education Code section 46600. The parties agree to the terms of this Agreement through June 30, 2022. This Agreement affects student enrollment upon district board approval and through the 2022-2023 school year.

### **I. RECITALS:**

- A.** California’s Education Code permits two or more school districts to enter into an agreement for a term not to exceed five (5) years to allow pupils to enroll in a school district that is not their district of residence through a process known as “interdistrict transfer.”
- B.** California Education Code requires school districts to respond to a Parent’s request for an interdistrict transfer, if made in the current year, within thirty (30) calendar days of the request; and allows for Parents to appeal any denial of their request.
- C.** California’s Education Code requires school districts to respond to “future year” requests for interdistrict transfers as soon as possible but no later than 14 calendar days after the commencement of instruction in the year for which the interdistrict transfer is sought.
- D.** Humboldt County has a history of allowing pupils to attend school districts that are not the pupil’s district of residence where the capacity exists at the receiving district.
- E.** This Agreement addresses the interdistrict transfer process for parent requests to transfer a pupil during the current year or to transfer a pupil in the future school year. Parents benefit from knowing if the student will attend their preferred district in the future school year. Districts benefit from knowing accurate student enrollment projections by early February for the upcoming school year, to determine if layoff notices are warranted in advance of the legally mandated March 15 deadline to issue teacher layoff notices. Districts need to analyze projected enrollment and school boards must consider taking action on teacher layoffs, usually at their February board meetings.
- F.** This Agreement establishes deadlines for interdistrict transfers. To the degree that this is a departure from historic processes, the parties recognize that a county-wide information dissemination campaign will be critical to this Agreement’s success.

- G. Each district will maintain board policies and regulations that address acceptance, rejection, revocations and enrollment priorities; and operate in conformance with those policies and regulations. Examples of enrollment priorities may include, but are not limited to, the following: sibling(s) attend, children of staff member, older sibling previously attended the school, and others.
- H. The parties recognize that there are existing interdistrict transfer permits that have been approved for students. This Agreement will not change the terms of any previously approved permits.

## II. **TERM OF AGREEMENT:**

This Agreement shall take effect for each party on July 1, 2021 or upon its execution of the Agreement, whichever comes later, and shall expire on June 30, 2022. The parties understand that as to each party to the Agreement, the Agreement does not take effect unless that party's governing board approves the Agreement. This Agreement supersedes any past interdistrict agreements among the parties to this Agreement that are in conflict with this Agreement. Interdistrict transfer requests for the 2022-2023 school year shall be governed by this Agreement if the request was made within the timeframes a party was bound by this Agreement.

## III. **DEFINITIONS:**

**Active Military Parent:** An "active military duty parent" means a parent with full-time military duty status in the active uniformed service of the United States, including members of the National Guard and the State Military Reserve on active duty orders pursuant to Chapter 1209 (commencing with Section 12301) and Chapter 1211 (commencing with Section 12401) of Part II of Subtitle E of Title 10 of the United States Code.

**Capacity:** A district's determination of the space and resources it has available for students.

**Capacity Determination (for purposes of establishing a wait list):** A capacity determination is made by the District of Proposed Enrollment no later than 15 days after the close of the Priority One enrollment window. Approval of an interdistrict transfer requires that the receiving District of Proposed Enrollment have capacity for the student.

**Current year request:** A request for interdistrict transfer received beginning 15 calendar days before the commencement of instruction in the school year for which interdistrict transfer is sought and anytime thereafter for that school year.

**Denial:** For purposes of appealing to the county board of education, a "denial" is a written rejection of a request, but also includes a school district's failure to provide written notification of the school district's decision within the timelines prescribed in this Agreement. A "denial" shall not include any of the following:

1. A request that has been deemed abandoned, meaning the Parent has not met required timelines.

2. An existing interdistrict transfer permit that has been revoked or rescinded in accordance with the policy of the governing board of the school district.
3. A denial by the District of Proposed Enrollment when no permit has been first issued by the District of Residence.

**District of Proposed Enrollment or “DPE”:** A school district other than the school district in which the Parent of a pupil resides, but in which the Parent of the pupil nevertheless intends to enroll the pupil through an interdistrict transfer.

**District of Residence or “DOR”:** A school district in which the Parent of a pupil resides and in which the pupil would otherwise be required to enroll pursuant to the compulsory education requirements.

**Enrollment Window:** The period of time that interdistrict transfer requests for the upcoming year shall be considered by both the District of Residence and the District of Proposed Enrollment.

**Future year request:** A request for interdistrict transfer received up until 16 calendar days before the commencement of instruction in the school year for which interdistrict transfer is sought. A request received 15 calendar days before or thereafter is a “current year” request.

**Hardship:** Extreme difficulty or suffering.

**Interdistrict transfer or “IDT”:** Interdistrict transfer; the act of a student attending a school district that is not the student’s district of residence.

**IDT Permit:** The form which authorizes an individual interdistrict transfer, signed by the District of Residence, the District of Proposed Enrollment, and the Parent. The form is attached as Attachment B to this Agreement. Permits are good for one (1) school year. Parents must re-apply for each school year.

**IDT Request:** The formal process of a Parent seeking written permission from both the District of Residence and the District of Proposed Attendance for the child to attend a school district outside of his or her District of Residence. A District of Residence makes the initial determination as to whether an interdistrict transfer request shall be granted; the District of Proposed Enrollment then reviews the request and determines whether it will grant the request for the transfer to the District of Proposed Enrollment.

**New Sibling Requests:** Requests for a student to attend a District of Proposed Enrollment when the student’s sibling(s) will be enrolled at the District of Proposed Enrollment in the same year.

**Parent:** The natural or adoptive parent or guardian, the person having legal custody, or other educational rights holder.

**Reasonable Enrollment Activities:** Activities that a District of Residence may require a Parent to participate in to demonstrate the District of Residence’s ability to meet the student and/or Parent’s needs. “Reasonable enrollment activities” include a discussion with District of Residence’s school administration or their designees, attending an orientation meeting, a site visit, and/or review of informational literature.

**Renewals:** A renewal of a previously granted Interdistrict Transfer Permit. Renewals must be sought annually.

**School-level transitions:** Transitions from one grade span to another, based upon the District of Residence’s transitions, e.g. elementary school to middle school, or middle school to high school.

**Victim of an act of bullying:** A “victim of an act of bullying” means a pupil that has been determined to have been a victim of bullying by an investigation pursuant to the complaint process described in Education Code Section 234.1. The bullying must have been committed by any pupil in the school district of residence, and the parent of the pupil must have filed a written complaint regarding the bullying with the school, school district personnel, or a local law enforcement agency.

#### **IV. INTERDISTRICT TRANSFER REQUESTS:**

Parents are advised that this Agreement establishes deadlines to apply for enrollment in a school district for the upcoming school year.

##### **A. Preferential Enrollment (“Priority One Open Enrollment Window”): Requests for an IDT for the Future School Year Received from December 1 through February 1**

1. The DOR will approve an IDT Request submitted by a Parent if it is received at the DOR between December 1st through February 1st at 4:00 p.m. each year if Parents have complied with the process described herein. If February 1st falls on a weekend, the deadline will be the next school day after February 1st. IDT Requests for the future school year may not be submitted prior to December 1.
2. The DOR will have 10 school days after the close of the enrollment window to approve the request and to forward the IDT Request to the DPE. The DOR may deny a Parent request for an IDT if the Parent does not participate in DOR Reasonable Enrollment Activities, absent good cause such as hardships due to medical conflicts, work schedule, child care, transportation, language barriers, etc. All other IDT Requests received within the Priority One Enrollment Window will be approved by the DOR, unless the Parent withdraws their IDT Request.
3. The DPE will have 15 school days after the close of the Priority One

Open Enrollment Window (or 5 school days from receipt of the approved IDT Permit from the DOR, whichever is later) to approve or deny the IDT Request and to notify both the Parent and DOR of the DPE's decision.

4. Renewals and New Sibling Requests will be approved and will follow the same timelines listed within Priority One, above. A DOR may require a Parent to participate in Reasonable Enrollment Activities prior to granting a renewal when the student transfer involves a School Level Transition (defined above). Districts will honor existing approved multiyear IDT permits.

**B. Priority Two Enrollment Window – Requests for an IDT for the Future School Year Received After February 1 and for Requests Made In the Current School Year**

IDT Requests received from a Parent for the current school year and for the future year received after the February 1 enrollment window will be processed and approved by a DOR under the following circumstances:

1. Parent did not reside in Humboldt County school districts' boundaries prior to Priority One deadline.
2. Parent moved from one district to another district subsequent to the Priority One deadline.
3. Parent has a reasonable argument and a compelling reason, including hardship, such as medical conflicts, work schedule, child care, transportation, language barriers, for why the Priority One deadline was not met, or why the circumstance did not warrant a request for an IDT at the time of the Priority One deadline.
- 3.4. Parent has a reasonable explanation for not being able to participate in DOR Reasonable Enrollment Activity.

The DOR may require the Parent to participate in Reasonable Enrollment Activities as outlined in Subsection IV.A.2. (Priority One). If approved by the DOR, IDT Requests will be forwarded to the DPE for approval or denial.

**C. Wait Listed Students for the Upcoming Year**

If a DOR granted an IDT Request for the future year, that approval is valid until the commencement of the DPE's new school year. This is to allow time for school districts to determine if there is capacity for the student. Each DPE is limited to accepting the equivalent of two students per grade level from its wait list, or 7% of the school's total enrollment from the waitlist, whichever is greater. The wait list must be established at the time of the DPE's

lottery or capacity determination.

## **V. STATUTORY PREFERENCES:**

### **A. Victims of Bullying**

If a school within the DOR has only one school offering the grade level of the victim of an act of bullying, and therefore there is no option for an intradistrict transfer, the victim of an act of bullying may apply for an interdistrict transfer and the DOR shall not prohibit the transfer if the DPE approves the application for transfer.

A DPE that elects to accept an interdistrict transfer of a student who is the victim of an act of bullying shall accept all pupils who apply to transfer under this statutory preference until the DPE is at maximum capacity. A DPE shall ensure that pupils admitted under this preference are selected through an unbiased process that prohibits an inquiry into or evaluation or consideration of whether or not a pupil should be enrolled based on academic or athletic performance, physical condition, proficiency in English, family income, or any of the individual characteristics set forth in Section 220, including, but not limited to, race or ethnicity, gender, gender identity, gender expression, and immigration status.

### **B. Children of Active Military Service Men and Women**

Notwithstanding any other terms of this agreement, a DOR shall not prohibit the transfer of a pupil who is a child of an active military duty parent to a school district of proposed enrollment if the DPE approves the application for transfer.

## **VI. APPEALS:**

Parents have a right to appeal to the Humboldt County Office of Education (“HCOE”) when a school district denies an IDT Request. HCOE shall process these appeals in accordance with California Education Code section 46601, the terms of this Agreement, and HCOE’s Board Policies and Regulations. Parents are entitled to notice of their right to appeal to HCOE. Failure to appeal within the required time is good cause for denial of an appeal.

Appeals must be filed by the Parent within thirty (30) days of a denial of a request. See “definitions” above for the definition of a denial.

\*\*\*

**Provisional Enrollment in DPE Pending Appeal:** The parties agree that no DPE will grant provisional enrollment of a pupil pending an appeal before Humboldt County Office of Education (“HCOE”), except that a DPE may provisionally enroll a student who has been attending a DPE school in the immediate past and who has been historically continuously enrolled. For example, a Parent moves from District A in April to District B, but wants her child to continue attending District A for continuity. A pupil shall be eligible for provisional attendance only upon providing reasonable evidence that a final decision for a request for interdistrict transfer is pending either with the DOR, the DPE, or HCOE. Where provisional



enrollment is granted under these limited circumstances, and for a period not to exceed two school months, the governing board of a DPE may provisionally admit to the schools of the school district a pupil who resides in another school district, pending a decision of the governing boards of the two school districts, or by HCOE upon appeal, regarding the interdistrict attendance. The period of provisional attendance begins on the first day of the pupil's attendance in the school. If a decision by the school districts or HCOE has not been rendered by the conclusion of two school months, and the school districts or HCOE are still operating within the prescribed timelines, the pupil shall not be allowed to continue attendance at the DPE. If the pupil is subject to compulsory full-time education pursuant to Section 48200, he or she shall enroll in the DOR or in another educational program.

Provisional attendance shall not guarantee that a school district or HCOE will approve a request for interdistrict transfer.

## **VII. REVOCATIONS:**

Neither a DOR nor DOA may revoke an IDT for a student after June 30 following the completion of grade 10, or for pupils in grades 11 or 12. Any other IDT Permit may be revoked pursuant to the policies and regulations of either the DOA or DOR, or as set forth on the IDT Permit itself, as permitted by law. If a school district revokes an IDT Permit, it will promptly provide written notice of the revocation to the other district.

## **VIII. CHANGES IN LAW:**

If any law modifies or conflicts with a provision of this Agreement, the new law shall prevail as if written into the Agreement. A change in law, or a finding that one portion of this Agreement is not legally compliant, shall not invalidate the other terms of the Agreement.

## **IX. COMMUNICATIONS AND PUBLIC AWARENESS**

In order to maximize awareness of the inter-district transfer process the Humboldt County Office of Education (HCOE), in partnership with participating districts, will coordinate a public awareness campaign that will include print, radio, and social media advertisements. In addition, school districts, charter schools, early childhood providers, and other relevant public/private agencies will receive copies of media print materials to post on their websites and/or share with families. The public awareness campaign will begin in November of each year and run through the end of the priority one window.

ATTACHMENT A: LIST OF PARTIES  
ATTACHMENT B: IDT REQUEST FORM

For Each Party:

\_\_\_\_\_ School District

Signature of Superintendent and Date:

\_\_\_\_\_

Board approval:

Date: \_\_\_\_\_

## ATTACHMENT A: LIST OF PARTIES

Arcata School District  
Big Lagoon Union School District  
Blue Lake Union School District  
Bridgeville School District  
Cuddeback Union School District  
Cutten School District  
Eureka City Schools District  
Ferndale Unified School District  
Fieldbrook School District  
Fortuna Elementary School District  
Fortuna Union High School District  
Freshwater School District  
Garfield School District  
Green Point School District  
Hydesville School District  
Jacoby Creek School District  
Klamath Trinity Joint Unified School District  
Kneeland School District  
Loleta Union School District  
Maple Creek School District  
Mattole Unified School District  
McKinleyville Union School District  
Northern Humboldt Union High School District  
Orick School District  
Pacific Union School District  
Peninsula Union School District  
Rio Dell School District  
Scotia Union School District  
South Bay Union School District  
Southern Humboldt Unified School District  
Trinidad Union School District

ATTACHMENT B

Inter-District Transfer Request Forms – English and Spanish

For the School Year 2022-2023

# ANNUAL INTERDISTRICT ATTENDANCE TRANSFER AGREEMENT for SCHOOL DISTRICTS IN HUMBOLDT COUNTY for school year 2022-2023

Date Request Received  
by DOR

## Part A

**Parent/Guardian:** Complete applicable steps on page 1 and 2 shaded in gray and then submit it to your **District of Residence (DOR)**. If it is approved, it will be forwarded to the **District of Proposed Enrollment (DPE)**. **Only new requests submitted between December 1<sup>st</sup> and February 1<sup>st</sup> are assured of approval by the DOR, subject to reasonable enrollment activities.** (See the DOR district office for exceptions and for information on reasonable enrollment activities). If both districts approve, and you agree to any additional terms and conditions required by the district(s), you may enroll your student in the DPE.

District of Residence \_\_\_\_\_ District of Proposed Enrollment \_\_\_\_\_

Foster Youth <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Homeless/McKinney-Vento Youth <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
If <b>Yes</b> or <b>Unknown</b> to either of the above please contact the district of residence Foster/Homeless liaison or the Humboldt County Office of Education Foster & Homeless Youth Education Services office at 707-445-7187 before proceeding with application.	

<b>COMPLETE ALL SECTIONS</b>	<b>STEP 1: To be completed by parent/guardian (PLEASE PRINT)</b>		<input type="checkbox"/> New Application <input type="checkbox"/> Sibling(s) at school? Sibling Grade(s): _____ Sibling Name(s): _____	<input type="checkbox"/> Renewal <input type="checkbox"/> No change in address <input type="checkbox"/> Address change
	Have you applied for a transfer to any other district for this same school year? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, list all:			Student Grade in 2022-2023:
	Student Name (Last, First)			Birth Date
	Current or Last School of Attendance			
	Student Address			City, Zip Code
	Parent / Guardian Name			
	Primary Phone	Other Phone	Email address	

<b>STEP 2: To be completed by parent/guardian for NEW applications only</b>	
Reason for Request: <input type="checkbox"/> Childcare <input type="checkbox"/> Parent Employment <input type="checkbox"/> Other (Explain below)	
If reason is parent employment or childcare, provide name, address, and phone number of childcare or work below. Any additional information you wish to provide may be included below (use additional pages as needed):	
If reason is "Other", please explain as thoroughly and clearly as possible. Include all relevant details.	
What special services has the student received? (Check all that apply) <input type="checkbox"/> Gifted (GATE) <input type="checkbox"/> Section 504 <input type="checkbox"/> Special Education <input type="checkbox"/> English Language Learner <input type="checkbox"/> None	
If the student is receiving Special Education services, what is their current placement (Please attach IEP) <input type="checkbox"/> Special Day (SDC) <input type="checkbox"/> Resource (RSP) <input type="checkbox"/> Speech Services <input type="checkbox"/> Pending Assessment	
Is the student currently pending disciplinary action or under an expulsion order? <input type="checkbox"/> Yes <input type="checkbox"/> No	

**I have read the terms and conditions and understand the regulations and policies governing interdistrict attendance permits and hereby submit my application. I also understand that approval or denial of this application and revocation of the Permit is subject to the terms of this Permit and the policies and/or regulations of the individual districts.** I understand that this information may be verified and that inaccurate or false information may subject my request to denial or revocation. **I certify under penalty of perjury that the information provided above is true and correct to the best of my knowledge and belief. I also understand and agree to the above terms.**

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

**Student Name** \_\_\_\_\_

### **PART B: Terms and Conditions:**

The following terms and conditions apply to this Permit if it is approved by both districts:


1. Students will be required to re-apply for interdistrict attendance for any subsequent school year.
2. As permitted by law, the Permit may be revoked by either district pursuant to its policies and regulations and any applicable terms and conditions in Part C and/or D. Grounds for revocation of the Permit include, but may not be limited to, the failure of a pupil to attain satisfactory academic progress, follow established rules of conduct, or maintain regular attendance, as determined by the district of proposed enrollment.
3. Neither district will be responsible for pupil transportation unless required by law.
4. The District of Proposed Enrollment (DPE) will be responsible for special education services and related costs.
5. Approval of this Permit does not guarantee athletic eligibility.

**PART C: Action of District of Residence (to be completed by DOR):**

Decision: ☐ Approved ☐ Denied for the school year 2022-2023

Comments:


Date of action by DOR



Authorizing Signature:\_\_\_\_\_

Title: \_\_\_\_\_

District: \_\_\_\_\_


**PART D: Action of District of Proposed Enrollment (to be completed by DPE):**

Decision: ☐ Approved ☐ Denied ☐ Denied, but on waitlist for the school year 2022-2023

Comments:

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Date of action by DPE



Authorizing Signature:\_\_\_\_\_

Title: \_\_\_\_\_

District: \_\_\_\_\_

If one or both districts deny the permit you may contact the Humboldt County Office of Education at 707-445-7171 if you wish information on the appeal process or go online at <https://www.hcoe.org/inter-district/>. **(An interdistrict attendance appeal request must be filed with the Humboldt County Board of Education within thirty (30) calendar days of notification that the request was denied.)**

The parent/guardian and each district shall be provided with and retain a copy of this form.

# **Acuerdo anual de transferencia de asistencia interdistrital** **para distritos escolares en el Condado de Humboldt para el año escolar 2022-2023**

Date Request Received  
by DOR  
(para uso de las escuelas)

## **Parte A**

**Padre / tutor:** Complete los pasos correspondientes en las páginas 1 y 2 sombreados en gris y luego envíelos a su distrito de residencia (*DOR*-siglas en inglés). Si se aprueba, se enviará al distrito de inscripción propuesta (*DPE*-siglas en inglés). Solo las solicitudes nuevas enviadas entre el 1 de diciembre y el 1 de febrero cuentan con la aprobación del *DOR*, sujeto a actividades de inscripción razonables. (Consulte la oficina de distrito del *DOR* para conocer las excepciones e información sobre actividades de inscripción razonables). Si ambos distritos lo aprueban y usted acepta los términos y condiciones adicionales requeridos por el (los) distrito (s), puede inscribir a su estudiante en el *DPE*.

Distrito de residencia \_\_\_\_\_ Distrito de inscripción propuesta \_\_\_\_\_

Jóvenes de crianza (acogida) <input type="checkbox"/> Sí <input type="checkbox"/> No <input type="checkbox"/> Desconocido	Jóvenes sin hogar/"McKinney-Vento" <input type="checkbox"/> Sí <input type="checkbox"/> No <input type="checkbox"/> Desconocido
En caso <b>afirmativo</b> o <b>desconocido</b> para cualquier de los susodichos hechos, por favor comuníquese con el enlace encargado para casos de jóvenes de crianza o sin hogar del distrito de residencia o con la oficina de servicios de educación para jóvenes y sin hogar de la Oficina de Educación del Condado de Humboldt al 707-445-7187 antes de continuar con la solicitud.	

<b>Completar todas las secciones</b>	<b>PASO 1: Para ser completado por el padre / tutor (en letra de molde)</b>	
	<input type="checkbox"/> Nueva aplicación <input type="checkbox"/> ¿Hermano(s) en la escuela? Grado(s) de hermanos: _____ Nombre(s) de hermanos: _____	<input type="checkbox"/> Renovación de contrato <input type="checkbox"/> Sin cambio de domicilio <input type="checkbox"/> Cambio de domicilio
	¿Ha solicitado una transferencia a otro distrito para este mismo año escolar? <input type="checkbox"/> Sí <input type="checkbox"/> No Si es sí, favor de hacer una lista de todas:	
	Grado o curso del estudiante en el año escolar 2022-2023:	
	Nombre del estudiante (apellido, nombre)	
	Fecha de nacimiento	
	Escuela de asistencia actual o pasada	
Domicilio del estudiante		Ciudad, código postal
Nombre del padre / tutor		
Teléfono Principal	Teléfono alternativo	Domicilio de correo electrónico

<b>PASO 2: Completado por el padre / tutor legal solo para las solicitudes nuevas</b>
Razón por la petición: <input type="checkbox"/> Cuidado para niños (guardería) <input type="checkbox"/> Trabajo de los padres <input type="checkbox"/> Otra (explica debajo)
Si la razón es el empleo de los padres o el cuidado de los niños, indique el nombre, la dirección y el número de teléfono del cuidado de los niños o el trabajo a continuación. Cualquier información adicional que desee proporcionar puede incluirse a continuación (use páginas adicionales según sea necesario):
Si la razón es "otra", explique lo más completa y claramente posible. Incluya todos los detalles relevantes.
¿Qué servicios especiales ha recibido el estudiante? (Marque todo lo que corresponda) <input type="checkbox"/> Programa de estudiantes talentosos (GATE) <input type="checkbox"/> Sección 504 <input type="checkbox"/> Educación especial <input type="checkbox"/> Aprendiz del inglés <input type="checkbox"/> Ningún
Si el estudiante está recibiendo servicios de educación especial, ¿cuál es su ubicación actual (adjunte <i>IEP</i> )? <input type="checkbox"/> Clase especial durante el día (SDC) <input type="checkbox"/> Recursos (RSP) <input type="checkbox"/> Habla y lenguaje <input type="checkbox"/> Evaluación pendiente
¿Está el estudiante actualmente pendiente de acción disciplinaria o bajo una orden de expulsión? <input type="checkbox"/> Sí <input type="checkbox"/> No

He leído los términos y condiciones y entiendo las regulaciones y políticas que rigen los permisos de asistencia entre distritos y, por este medio, presento mi solicitud. También entiendo que la aprobación o denegación de esta solicitud y la revocación del permiso están sujetas a los términos de este permiso y las políticas y / o regulaciones de los distritos individuales. Entiendo que esta información puede ser verificada y que la información inexacta o falsa puede hacer que mi solicitud sea rechazada o revocada. Certifico bajo pena de perjurio que la información proporcionada anteriormente es verdadera y correcta a mi leal saber y entender. También entiendo y acepto los términos anteriores.

Firma del Padre / Tutor \_\_\_\_\_ Fecha \_\_\_\_\_

Nombre del estudiante \_\_\_\_\_

**Parte B: Términos y condiciones:**

Los siguientes términos y condiciones se aplican a este permiso si es aprobado por ambos distritos:

1. Se requerirá que los estudiantes vuelvan a solicitar asistencia interdistrital para cualquier año escolar subsiguiente.
2. Según lo permitido por la ley, el permiso puede ser revocado por cualquiera de los distritos de conformidad con sus políticas y regulaciones y los términos y condiciones aplicables en la parte C y / o D. Los motivos para la revocación del permiso incluyen, entre otros, el fracaso de un alumno para lograr un progreso académico satisfactorio, seguir las reglas de conducta establecidas o mantener la asistencia regular, según lo determine el distrito de la inscripción propuesta.
3. Ningún distrito será responsable del transporte de alumnos a menos que sea requerido por la ley.
4. El Distrito de inscripción propuesta (DPE) será responsable de los servicios de educación especial y los costos relacionados.
5. La aprobación de este permiso no garantiza la elegibilidad atlética.

**Parte C: Acción del distrito de residencia (completado por el DOR):**

Decisión: ☐ Aprobado ☐ Denegado para el año escolar 2022-2023

Comentario:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Firma autorizada: \_\_\_\_\_

Título: \_\_\_\_\_

Distrito: \_\_\_\_\_

Date of action by DOR  
(para uso de las escuelas)

**Parte D: Acción del distrito de inscripción propuesta (completado por DPE):**

Decisión: ☐ Aprobado ☐ Denegado ☐ Denegado, aún añadido a lista de espera para el año escolar 2022-2023

Comentario:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Firma autorizada: \_\_\_\_\_

Título: \_\_\_\_\_

Distrito: \_\_\_\_\_

Date of action by DPE  
(para uso de las escuelas)

Si uno o ambos distritos niegan el permiso, puede comunicarse con la Oficina de Educación del Condado de Humboldt al 445-7171 si desea información sobre el proceso de apelación o visitar el sitio web <https://www.hcoe.org/inter-district/>. **(Se debe presentar una solicitud de apelación de asistencia entre distritos ante la Junta de Educación del Condado de Humboldt dentro de los treinta (30) días calendario posteriores a la notificación de que la solicitud fue denegada).**

El padre / tutor y cada distrito deben recibir y conservar una copia de este formulario.



*Eureka City Schools Board of Education*

**AGENDA ITEM**

Agenda Title: Educator Effectiveness Block Grant Expenditure Plan

Meeting Date: November 18, 2021

Item: Discussion

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is asked to receive a report on the Educator Effectiveness Block Grant Expenditure Plan.

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

The local plan for the Educator Effectiveness funds (EEF) needs to be heard in a public meeting of the school district's governing board before its adoption in a subsequent public meeting. This must take place on or before December 30, 2021. EEF expenditures may be used to support professional learning for certificated teachers, administrators, paraprofessional educators, and certificated staff.

The Educator Effectiveness Block Grant (EEF) funds may be expended during the 2021–22, 2022–23, 2023–24, 2024–25 and 2025–26 fiscal years. An annual data and expenditure report will be due each year on or before September 30. A final data and expenditure report will be due on or before September 30, 2026. Any funds not expended by June 30, 2026, must be returned to the California Department of Education (CDE).

**STRATEGIC PLAN/PRIORITY AREA:**

Applied to the "Fiscal Integrity of the District" portion of the Strategic Plan

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

Not applicable.

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

Total planned expenditures by the LEA: \$969,267.

**WHO** *(list the name of the contact person(s), job title, and site location)*

Paul Ziegler, Assistant Superintendent of Business Services

ATTACHMENTS:

Description

- ▯ EEBG 2021

# Educator Effectiveness Block Grant 2021

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Eureka City Schools	Mario da Costa Director of Fiscal Services	dacostam@eurekacityschools.org (707) 441-2436

Total amount of funds received by the LEA:	Date of Public Meeting prior to adoption:	Date of adoption at public meeting:
969,267	November 18, 2021	December 9, 2021

## [EC 41480](#)

(a)(2) A school district, county office of education, charter school, or state special school may expend the funds received pursuant to this subdivision from the 2021–22 fiscal year to the 2025–26 fiscal year, inclusive. School districts, county offices of education, charter schools, and state special schools **shall coordinate the use of any federal funds received under Title II of the federal Every Student Succeeds Act of 2015 (Public Law 114–95) to support teachers and administrators with the expenditure of funds received pursuant to this subdivision.**

(b) A school district, county office of education, charter school, or state special school shall expend funds apportioned pursuant to this section to provide professional learning for **teachers, administrators, paraprofessionals who work with pupils, and classified staff that interact with pupils**, with a focus on any of the following areas:

- (1) **Coaching and mentoring of staff serving in an instructional setting and beginning teacher or administrator induction, including, but not limited to, coaching and mentoring solutions that address a local need for teachers that can serve all pupil populations with a focus on retaining teachers, and offering structured feedback and coaching systems organized around social-emotional learning, including, but not limited to, promoting teacher self-awareness, self-management, social awareness, relationships, and responsible decision-making skills, improving teacher attitudes and beliefs about one’s self and others, and supporting learning communities for educators to engage in a meaningful classroom teaching experience.**

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Comprehensive Approach to Responsive Environments (CARE) specialists will provide coaching and mentoring to teachers and other instructional staff to develop self-awareness, self-management, social awareness, relationships and decision-making skills.	0.00	121,105.00	121,105.00	121,105.00	121,105.00	484,420.00
<b>Subtotal</b>	<b>0.00</b>	<b>121,105.00</b>	<b>121,105.00</b>	<b>121,105.00</b>	<b>121,105.00</b>	<b>484,420.00</b>

**(2) Programs that lead to effective, standards-aligned instruction and improve instruction in literacy across all subject areas, including English language arts, history-social science, science, technology, engineering, mathematics, and computer science.**

<b>Planned Activity</b>	<b>Budgeted 2021-22</b>	<b>Budgeted 2022-23</b>	<b>Budgeted 2023-24</b>	<b>Budgeted 2024-25</b>	<b>Budgeted 2025-26</b>	<b>Total Budgeted per Activity</b>
Teachers will allocate portions of their professional development days each year to master techniques that will drive instructional improvement in all subject areas.	16,818.00	33,635.00	22,296.00	0.00	0.00	72,749.00
<b>Subtotal</b>	<b>16,818.00</b>	<b>33,635.00</b>	<b>22,296.00</b>	<b>0.00</b>	<b>0.00</b>	<b>72,749.00</b>

**(3) Practices and strategies that reengage pupils and lead to accelerated learning.**

<b>Planned Activity</b>	<b>Budgeted 2021-22</b>	<b>Budgeted 2022-23</b>	<b>Budgeted 2023-24</b>	<b>Budgeted 2024-25</b>	<b>Budgeted 2025-26</b>	<b>Total Budgeted per Activity</b>
Teachers will allocate portions of their professional development days each year that focus on new strategies that will reengage students and facilitate accelerated learning.	16,818.00	33,635.00	22,295.00	0.00	0.00	72,748.00
<b>Subtotal</b>	<b>16,818.00</b>	<b>33,635.00</b>	<b>22,295.00</b>	<b>0.00</b>	<b>0.00</b>	<b>72,748.00</b>

**(4) Strategies to implement social-emotional learning, trauma-informed practices, suicide prevention, access to mental health services, and other approaches that improve pupil well-being.**

<b>Planned Activity</b>	<b>Budgeted 2021-22</b>	<b>Budgeted 2022-23</b>	<b>Budgeted 2023-24</b>	<b>Budgeted 2024-25</b>	<b>Budgeted 2025-26</b>	<b>Total Budgeted per Activity</b>
Teachers will allocate portions of their professional development days each year to focus on social-emotional learning strategies, and receive training on new services and approaches that improve pupil well-being.	16,818.00	33,635.00	22,295.00	0.00	0.00	72,748.00
<b>Subtotal</b>	<b>16,818.00</b>	<b>33,635.00</b>	<b>22,295.00</b>	<b>0.00</b>	<b>0.00</b>	<b>72,748.00</b>

**(5) Practices to create a positive school climate, including, but not limited to, restorative justice, training around implicit bias, providing positive behavioral supports, multitiered systems of support, transforming a schoolsite's culture to one that values diverse cultural and ethnic backgrounds, and preventing discrimination, harassment, bullying, and intimidation based on actual or perceived characteristics, including disability, gender, gender identity, gender expression, language, nationality, race or ethnicity, religion, or sexual orientation.**

<b>Planned Activity</b>	<b>Budgeted 2021-22</b>	<b>Budgeted 2022-23</b>	<b>Budgeted 2023-24</b>	<b>Budgeted 2024-25</b>	<b>Budgeted 2025-26</b>	<b>Total Budgeted per Activity</b>
Teachers will allocate portions of their professional development days each year to focus on restorative justice, providing positive behavioral supports for students, and transforming site cultures in order to further value diversity and prevent discrimination of all types.	16,818.00	33,635.00	22,296.00	0.00	0.00	72,749.00
<b>Subtotal</b>	<b>16,818.00</b>	<b>33,635.00</b>	<b>22,296.00</b>	<b>0.00</b>	<b>0.00</b>	<b>72,749.00</b>

**(6) Strategies to improve inclusive practices, including, but not limited to, universal design for learning, best practices for early identification, and development of individualized education programs for individuals with exceptional needs.**

<b>Planned Activity</b>	<b>Budgeted 2021-22</b>	<b>Budgeted 2022-23</b>	<b>Budgeted 2023-24</b>	<b>Budgeted 2024-25</b>	<b>Budgeted 2025-26</b>	<b>Total Budgeted per Activity</b>
Teachers will allocate portions of their professional development days each year to master techniques that will inform them of inclusive practices for designing and developing educational programs for individuals with exceptional needs.	16,818.00	33,635.00	22,296.00	0.00	0.00	72,749.00
<b>Subtotal</b>	<b>16,818.00</b>	<b>33,635.00</b>	<b>22,296.00</b>	<b>0.00</b>	<b>0.00</b>	<b>72,749.00</b>

**(7) Instruction and education to support implementing effective language acquisition programs for English learners, which may include integrated language development within and across content areas, and building and strengthening capacity to increase bilingual and biliterate proficiency.**

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
CARE/TOSA specialists will dedicate portions of their time to assessing, developing and implementing programs to assist with language acquisition for English Learners.	0.00	22,707.00	22,707.00	22,707.00	22,707.00	90,828.00
<b>Subtotal</b>	<b>0.00</b>	<b>22,707.00</b>	<b>22,707.00</b>	<b>22,707.00</b>	<b>22,707.00</b>	<b>90,828.00</b>

**(8) New professional learning networks for educators not already engaged in an education-related professional learning network to support the requirements of subdivision (c).**

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
<b>Subtotal</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**(9) Instruction, education, and strategies to incorporate ethnic studies curricula adopted pursuant to Section 51226.7 into pupil instruction for grades 7 to 12, inclusive.**

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
<b>Subtotal</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**(10) Instruction, education, and strategies for certificated and classified educators in early childhood education, or childhood development.**

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
CARE/TOSA specialists will dedicate portions of their time training certificated and classified educators on new strategies to help with early childhood education.	0.00	7,569.00	7,569.00	7,569.00	7,569.00	30,276.00
<b>Subtotal</b>	<b>0.00</b>	<b>7,569.00</b>	<b>7,569.00</b>	<b>7,569.00</b>	<b>7,569.00</b>	<b>30,276.00</b>

## Summary of Expenditures

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
<b>Subtotal Section (1)</b>	0.00	121,105.00	121,105.00	121,105.00	121,105.00	484,420.00
<b>Subtotal Section (2)</b>	16,818.00	33,635.00	22,296.00	0.00	0.00	72,749.00
<b>Subtotal Section (3)</b>	16,818.00	33,635.00	22,295.00	0.00	0.00	72,748.00
<b>Subtotal Section (4)</b>	16,818.00	33,635.00	22,295.00	0.00	0.00	72,748.00
<b>Subtotal Section (5)</b>	16,818.00	33,635.00	22,296.00	0.00	0.00	72,749.00
<b>Subtotal Section (6)</b>	16,818.00	33,635.00	22,296.00	0.00	0.00	72,749.00
<b>Subtotal Section (7)</b>	0.00	22,707.00	22,707.00	22,707.00	22,707.00	90,828.00
<b>Subtotal Section (8)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>Subtotal Section (9)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>Subtotal Section (10)</b>	0.00	7,569.00	7,569.00	7,569.00	7,569.00	30,276.00
<b>Totals by year</b>	<b>84,090.00</b>	<b>319,556.00</b>	<b>262,859.00</b>	<b>151,381.00</b>	<b>151,381.00</b>	<b>969,267.00</b>

### Total planned expenditures by the LEA:

969,267.00

### Note:

Per EC 41480 (d)(2): On or before September 30, 2026, the LEA must report detailed expenditure information to the California Department of Education, including, but not limited to:

- specific purchases made;
- the number of the following educators who received professional development:
  - o Teachers;
  - o Administrators;
  - o Paraprofessional educators;
  - o Classified staff.

*Eureka City Schools Board of Education*

**AGENDA ITEM**

Agenda Title: Information Only: December 2021 - Review of CDE Calendar of Events

Meeting Date: November 18, 2021

Item: Information Only

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

## December 2021

National Special Education Day (12/2/2021)

The CDE encourages you to annually recognize December 2 as National Special Education Day.

Computer Science Education Week (12/6/2021)

The CDE encourages you to recognize December 6–12, 2021 as Computer Science Education Week. Computer Science Education Week is celebrated Monday through Sunday each year during the week of the 9th.

National Pearl Harbor Remembrance Day (12/7/2021)

The CDE encourages you to annually recognize December 7th as National Pearl Harbor Remembrance Day (36 United States Code 129).

December 25 (12/25/2021)

The CDE encourages you to annually recognize December 25 as a public holiday (California *Education Code* Section 37220).

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

Information only.

**STRATEGIC PLAN/PRIORITY AREA:**

Subject does not apply to a Strategic Plan Priority Area



**HISTORY** *(list previous staff or board action(s) with dates if possible)*

Not applicable.

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

Not applicable.

**WHO** *(list the name of the contact person(s), job title, and site location)*

Not applicable.

*Eureka City Schools Board of Education*

**AGENDA ITEM**

Agenda Title: Review Only: Proposed Board Meeting Dates (2022) - Revised April 2022 Date  
Meeting Date: November 18, 2021  
Item: Information Only

**ATTACHMENTS:**

Description

- ▣ Proposed Board Meeting Dates - 2022

# EUREKA CITY SCHOOLS

## Governing Board Meeting Dates

Proposed 2022 Dates Reviewed by Cabinet: February 10, 2021  
Proposed Dates Sent to Executive for Conflict Check: February 10, 2021, March 22, 2021  
**Board – 1<sup>st</sup> Review: February 25, 2021**  
**Information Only: September 15, 2021, November 18, 2021**  
Tentative Date for Board Adoption: December 9, 2021

All Meetings Begin at 6:30 p.m. (Regular Session)

### BOARD MEETING DATES – 2022

January 13, 2022  
February 3, 2022  
February 17, 2022  
March 10, 2022  
March 31, 2022  
April 27, 2022 (Wednesday)  
May 12, 2022  
June 2, 2022  
June 23, 2022\*  
June 28, 2022 (Tuesday)\*\*  
August 4, 2022  
August 25, 2022  
September 15, 2022  
October 6, 2022  
October 27, 2022  
November 17, 2022  
December 15, 2022\*\*\*

\* Regular Meeting: Public Hearing on Budget/LCAP

\*\* Regular Meeting: Adoption of Budget/LCAP

\*\*\* Regular Meeting: Organization Meeting

Board Adopted: TBA