

AGENDA FOR THE REGULAR MEETING OF THE
SIERRA COUNTY BOARD OF EDUCATION

April 10, 2018

6:00pm REGULAR SESSION following 5:00pm Closed Session on District side
Downieville School, 130 School St., Downieville, CA 95936

Videoconferencing will be available at Sierra County Office of Education, 109 Beckwith Rd., Loyalton, CA 96118.

In the case of a technological difficulty at either school site, videoconferencing will not be available.

Any individual who requires disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing.

Public inspection of agenda documents that are distributed to the Board less than 72 hours before the meeting, will be made available at the Sierra County Board of Education, 109 Beckwith Road, Room 3, Loyalton, CA, 96118, and posted with the online agenda at <http://www.sierracountyofficeofeducation.org> (Government Code 54957.5).

A. CALL TO ORDER

(Please be advised that this meeting will be recorded.)

B. ROLL CALL

C. APPROVAL OF AGENDA

D. FLAG SALUTE

E. INFORMATION/DISCUSSION ITEMS

1. Superintendent's Report

a. Submitting California Department of Education J-13 Report for 2017-2018
School Closures on March 16, 2018*

The SCOE J-13 includes all school site closures because special education encompasses all campuses.

b. Secure Rural Schools Funding

c. Update on Presentation to California School Boards Association March 22nd

d. California Department of Education, Special Education Division, 2016-17
Performance Indicator Review Improvement Plan successful submission**

2. Business Report

a. Account Object Summary-Balance from 07/01/2017 to 03/31/2018**

3. Board Members' Report (5 minutes)

4. Public Comment -- This is an opportunity for members of the public to directly address the governing board on any item of interest that is within the subject matter jurisdiction of the governing board whether or not it is listed on the agenda. Five minutes may be allotted to each speaker and a maximum of twenty minutes to each subject matter. (Education Code 35145.5; Bylaw 9322; Government Code 54954.3)

a. Current location

b. Videoconference location

F. CONSENT CALENDAR

1. Approval of minutes for the Regular Board Meeting held March 13, 2018**

2. Approval of Board Report-Checks Dated 03/01/2018 through 03/31/2018**

3. Approval of Quarterly Report on Williams Uniform Complaints for quarter ending 03/31/2018. It is required per Education Code 35186 section (d) *that a school district*

shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. No complaints regarding textbooks and instructional materials, teacher vacancy or misassignment or conditions of facilities were filed with Sierra County Office of Education during the quarter ending 03/31/2018.

G. ACTION ITEMS

1. New Business

- a. Special Education Local Plan Area (SELPA) Director/Psychologist Contract (Grant)
- b. Asphalt and Concrete Project, approval of Request for Proposal (Griesert)**

BOARD POLICIES AND ADMINISTRATIVE REGULATIONS

- c. Board Policy AND Administrative Regulation 1312.3, Uniform Complaint Procedures, revision**
- d. Administrative Regulation 3514.2, Integrated Pest Management, revision**
- e. Board Policy AND Administrative Regulation 5022, Student and Family Privacy Rights, revision**
- f. Board Policy AND Exhibit 5145.6, Parental Notifications, revision**
- g. Board Policy 6162.5, Student Assessment, revision**

H. ADVANCED PLANNING

- 1. Next Regular Board Meeting will be held on May 8, 2018, at Sierra County Office of Education, 109 Beckwith Rd., Loyalton, CA 96118, beginning with Closed Session, as needed, at 5:00pm and the Regular Board Meeting at 6:00pm.
- 2. Suggested Agenda Items
 - a. _____
 - b. _____
 - c. _____

I. ADJOURN



Dr. Merrill M. Grant, Superintendent
Secretary to the County Board of Education

- *** prior month handout
- ** enclosed
- * handout

RECEIVED

MAR 23 2018

TOM TORLAKSON

STATE SUPERINTENDENT OF
PUBLIC INSTRUCTION



**CALIFORNIA DEPARTMENT
OF EDUCATION**

SCOE
S-PJUSD

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

March 20, 2018

Merrill M. Grant, Superintendent and Special Education Director
Sierra-Plumas Joint Unified School District
P.O. Box 955
Loyalton, CA 96118

Dear Superintendent Grant:

Subject: 2016–17 Performance Indicator Review Improvement Plan Successful
Submission

This letter acknowledges the California Department of Education, Special Education Division's, receipt of Sierra-Plumas Joint Unified School District 2016–17 Performance Indicator Review Improvement Plan. The elements of the plan have been reviewed and the plan is accepted for implementation.

If you have any questions regarding this matter, please contact Lynne Boone, Education Programs Consultant, Focused Monitoring and Technical Assistance Unit II, by phone at 916-327-3703, or by e-mail at lboone@cde.ca.gov.

Sincerely,

A handwritten signature in cursive script that reads "Donna DeMartini".

Donna DeMartini, Administrator
Focused Monitoring and Technical Assistance Unit II
Special Education Division

DD:lb

cc: Heide Bethke, Director, Sierra County Special Education Local Plan Area, Sierra-Plumas Joint Unified School District

Balances through March						Fiscal Year 2017/18
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 01 - Gen Fund						
1100	Teachers Salaries	253,033.00	337,959.00	93,591.00	239,441.89	4,926.11
1120	Certificated Substitutes		5,790.00		2,820.00	2,970.00
1200	Certificated Pupil Support Ser	62,735.00	63,765.00	18,820.62	45,694.78	750.40-
1300	Certificated Supervisor Admini	122,205.00	122,205.00	30,551.28	89,153.84	2,499.88
1310	Teacher in Charge		10,000.00	3,000.00	7,000.00	.00
1900	Other Certificated Salaries		18,800.00		6,700.00	12,100.00
	Total for Object 1000	437,973.00	558,519.00	145,962.90	390,810.51	21,745.59
2100	Instructional Aides' Salaries	127,814.00	99,056.00	32,319.56	64,088.23	2,648.21
2105	Per Diem - Same Day Travel				21.00	21.00-
2120	Classified Substitutes		7,618.00		7,134.88	483.12
2200	Classified Support Salaries	11,472.00	21,800.00	3,417.69	13,532.77	4,849.54
2300	Classified Supervisors' Admini	90,686.00	90,376.00	22,446.00	67,638.00	292.00
2400	Clerical Technical Office Staf	135,885.00	154,987.00	35,170.48	102,242.30	17,574.22
2420	Clerical Substitute				36.50	36.50-
2900	Other Classified Salaries	16,284.00	15,128.00		6,603.64	8,524.36
	Total for Object 2000	382,141.00	388,965.00	93,353.73	261,297.32	34,313.95
3101	STRS Certificated Positions	79,671.00	103,739.00	20,867.64	55,587.31	27,284.05
3102	STRS Classified Positions		664.00	199.23	753.47	288.70-
3202	PERS Classified Positions	62,566.00	58,616.00	14,901.30	42,409.33	1,305.37
3301	OASDI Certificated Positions		1,286.00-		20.46	1,306.46-
3302	OASDI Classified Positions	23,436.00	22,531.00	5,217.27	15,043.30	2,270.43
3311	Medicare Certificated Position	5,861.00	7,683.00	1,993.29	5,371.48	318.23
3312	Medicare Classified Positions	5,484.00	5,528.00	1,321.28	3,714.91	491.81
3401	Health & Welfare Benefits Cert	100,460.00	124,887.00	31,197.03	76,153.23	17,536.74
3402	Health & Welfare Benefits Clas	73,741.00	114,461.00	32,604.84	82,850.65	994.49-
3501	SUI Certificated	218.00	276.00	72.99	196.80	6.21
3502	SUI Classified	193.00	196.00	46.71	129.90	19.39
3601	Workers' Compensation Certific	15,002.00	20,072.00	5,207.04	14,040.64	824.32
3602	Workers' Compensation Classifi	14,036.00	14,440.00	3,451.57	9,715.93	1,272.50
	Total for Object 3000	380,668.00	471,807.00	117,080.19	305,987.41	48,739.40
4100	Approved Textbooks Core Curric	614.00	2,851.00			2,851.00
4200	Library and Reference Material		1,000.00			1,000.00
4300	Materials and Supplies	38,755.00	51,914.00	2,950.30	11,676.13	37,287.57
4320	Custodial Grounds Supplies	500.00	600.00		421.13	178.87
4330	Office Supplies	1,000.00	1,000.00		1,014.22	14.22-

Balances through March						Fiscal Year 2017/18
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 01 - Gen Fund (continued)						
4350	Vehicle Upkeep	5,500.00	5,500.00	1,692.01	557.99	3,250.00
4400	Noncapitalized Equipment	22,766.00	28,770.00		3,149.78	25,620.22
	Total for Object 4000	69,135.00	91,635.00	4,642.31	16,819.25	70,173.44
5100	Subagreements for Services	44,000.00	43,000.00	22,830.75	20,150.85	18.40
5200	Travel and Conference	26,817.00	54,761.00	4,672.42	7,376.45	42,712.13
5300	Dues and Membership	19,205.00	19,570.00	215.25	11,365.50	7,989.25
5400	Insurance	9,300.00	9,600.00		8,506.00	1,094.00
5500	Operation Housekeeping Service	9,200.00	9,200.00	352.62	7,710.24	1,137.14
5600	Rentals, Leases, Repairs, Nonc	3,100.00	3,100.00	96.46	758.62	2,244.92
5801	Legal Services	20,500.00	20,500.00			20,500.00
5803	Legal Publications	500.00	500.00			500.00
5805	Personnel Expense	613.00	793.00	87.00	113.00	593.00
5806	Negotiations	1,000.00	1,000.00			1,000.00
5808	Other Services & Fees	1,500.00	1,500.00	521.02	978.98	.00
5810	Contracted Services	445,615.00	493,256.00	112,660.89	275,643.61	104,951.50
5899	SPJUSD to Reimburse			1,878.35	252.25	2,130.60
5900	Communications	1,900.00	5,200.00	2,828.32	1,998.58	373.10
	Total for Object 5000	583,250.00	661,980.00	146,143.08	334,854.08	180,982.84
6200	Building and Improvement of Bu	18,867.00	22,664.00			22,664.00
6400	Equipment	20,000.00	20,000.00			20,000.00
	Total for Object 6000	38,867.00	42,664.00	.00	.00	42,664.00
7141	Tuition, excess cost etc betwe	24,428.00	24,428.00			24,428.00
7310	Direct Support/Indirect Costs					.00
	Total for Object 7000	24,428.00	24,428.00	.00	.00	24,428.00
	Total for Fund 01 and Expense accounts	1,916,462.00	2,239,998.00	507,182.21	1,309,768.57	423,047.22
Fund 16 - FOREST RES						
7211	Transfers of Pass-through Rev	80,000.00	80,000.00			80,000.00
7619	Other Authorized Interfund Tra	13,360.00	13,360.00			13,360.00
	Total for Fund 16, Expense accounts and Object 7000	93,360.00	93,360.00	.00	.00	93,360.00
	Total for Org 001 - Sierra County Office of Education	2,009,822.00	2,333,358.00	507,182.21	1,309,768.57	516,407.22

MINUTES FOR THE REGULAR MEETING OF THE
SIERRA COUNTY BOARD OF EDUCATION

March 13, 2018

Sierra County Office of Education, 109 Beckwith Rd, Loyalton CA 96118
Teleconferenced to Downieville School, 130 School St, Downieville CA 95936
5:00pm Closed Session
6:00pm Regular Session

A. CALL TO ORDER

President PATTY HALL called the meeting to order at 5:00pm.

B. ROLL CALL

PRESENT: Patty Hall, President
Allen Wright, Vice President
Sharon Dryden, Clerk
Mike Moore, Member
Jenny Gant, Member

ABSENT: None

C. APPROVAL OF AGENDA

MOORE/WRIGHT
5/0

D. PUBLIC COMMENT FOR CLOSED SESSION

1. Current location – no comment
2. Videoconference location – no comment

E. CLOSED SESSION

The Board of Trustees, Superintendent Dr. Merrill Grant and Business Manager Nona Griesert moved into Closed Session to discuss the following item(s):

MOORE/WRIGHT
5/0

1. Government Code §54957.6, Conference with Labor Negotiators
Agency Negotiator for the Board: Dr. Merrill M. Grant, Superintendent
Employee Organizations:
Represented Employees: Sierra-Plumas Teachers' Association
Unrepresented Employees: Classified Employees
Confidential Employees
Administrative Employees
Classified Management

F. RECESS TO THE SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEETING at 5:32pm

DRYDEN/MOORE
5/0

The Board of Trustees moved into Closed Session to discuss the following item(s):

HALL/GANT
5/0

2. Government Code §54957, Public Employee Performance Evaluation – (Annual)
Title: Superintendent

G. RECONVENE SIERRA COUNTY BOARD OF EDUCATION MEETING
WRIGHT/HALL
5/0

H. RETURN TO OPEN SESSION at 5:55pm and ADJOURN FOR BREAK

I. 6:02PM – RECONVENE
MOORE/WRIGHT
5/0

J. FLAG SALUTE

K. REPORT OUT FROM CLOSED SESSION – MOORE: The County closed session was to discuss Negotiations and we gave direction to the Superintendent as to our offer. The Superintendent Evaluation was for District only which was the reason for moving back and forth tonight between the County and District meetings for closed sessions.

L. INFORMATION/DISCUSSION ITEMS

1. Superintendent's Report – GRANT
 - a. Budget Update – hopeful for addition to our bottom line
 - b. Assignment of Amber Baca-Sainsbury, Downieville School Instructional Aide, .833 FTE, 20 hours weekly, effective March 1, 2018
 - c. Special Education Local Plan Areas (SELPA) Report – proposal for SELPA director coming in April or May
 - d. Submitting California Department of Education J-13 Report for 2017-2018 School Closures
The SCOE J-13 includes all school site closures because special education encompasses all campuses.
2. Business Report – GRIESERT
 - a. Account Object Summary-Balance from 07/01/17 to 2/28/18
 - b. School Innovations & Achievement Mandated Claims Update – monies found to be owed to county and district
 - c. California Department of Education Letter of Acceptance of 2017-18 First Interim Reports – positive certification
3. Board Members' Report (5 minutes)
 - a. No report
4. Public Comment
 - a. Current location – no comment
 - b. Videoconference location – no comment

M. CONSENT CALENDAR

1. Approval of minutes for the Regular Board Meeting held February 13, 2018
2. Approval of Board Report-Checks Dated 02/01/2018 through 02/28/2018
WRIGHT/MOORE
5/0

N. ACTION ITEMS

1. New Business

- a. Approval of Safe Schools Plan, annual revisions (this plan can be found in its entirety on our website,

http://www.sierracountyofficeofeducation.org/upload/?action=viewer&path=SCHOOL_SAFETY_PLAN/&file=2018_v.9_SAFE_SCHOOLS_PLAN.pdf)

DRYDEN: any modifications that need to be discussed before approval?

GRANT: no proposed modifications right now

DRYDEN: let's discuss now; want to hear Superintendent's ideas

GRANT: engage law enforcement more, tighten up and perform more drills

HALL: school resource officers not available

GRANT: looking at entry points/doors/keys at all school sites for better security

– invited Jones & Ceresola to comment

JONES: discussing logistics between class times

CERESOLA: stricter on visitors checking in/wearing visitor passes

WRIGHT: are students involved with plan ideas/updates?

MOORE: lock people out, not in, right?

LOYALTON MAINTENANCE: need to do more to deter people from entering school sites

TEACHER in public: brought up stats about school shooters and male students versus female students; students want to be involved with plans (intruder drills are followed by lengthy discussions in his class)

DRYDEN: ask for more law enforcement coordination; welcome and appreciate public comment

MOORE motioned to approve the Safe Schools Plan with the understanding of being able to make modifications as needed throughout the year. Seconded by WRIGHT.

5/0

- b. 2018-2019 School Calendar

MOORE/GANT

5/0

- c. Approval of 2017-2018 Second Interim Reports as of January 31, 2018

MOORE/WRIGHT

GRIESERT: reported out on highlights of reports – positive status

5/0

O. ADVANCED PLANNING

1. Next Regular Board Meeting will be held on April 10, 2018 at Downieville School, 130 School St., Downieville, CA 95936, beginning with Closed Session, as needed, at 5:00pm and the Regular Board Meeting at 6:00pm.
2. Suggested Agenda Items – none

P. ADJOURN at 6:35pm

WRIGHT/MOORE

5/0

Sharon Dryden, Clerk

Dr. Merrill M. Grant, Superintendent

Checks Dated 03/01/2018 through 03/31/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00014875	03/12/2018	CDE CASHIER'S OFFICE	01-9590	UNSPENT FUNDS		13,875.00
00014876	03/12/2018	JANIS HARDEMAN	01-5200	NURSE SERVICES	197.20	
			01-5810	NURSE SERVICES	1,700.00	1,897.20
00014877	03/12/2018	JANE V. LEE, M.A., LMFT	01-5810	COUNSELING SERVICES		1,880.00
00014878	03/12/2018	LIBERTY UTILITIES CPEC	01-5500	ELECTRICAL SERVICE		347.11
00014879	03/12/2018	MARY LOWE	01-5810	COUNSELING SERVICES		2,240.00
00014880	03/12/2018	BARBARA MCKURTIS	01-5100	CONTRACTED CONSULTANT AGREEMENT	6,186.82	
			01-5810	CONTRACTED CONSULTANT AGREEMENT	200.68	6,387.50
00014881	03/12/2018	MIKE MOORE	01-5200	PER DIEM		27.25
00014882	03/12/2018	OFFICE DEPOT	01-4300	OFFICE SUPPLIES		634.18
00014883	03/12/2018	SIERRA COUNTY OFFICE OF EDUCATION	01-5808	BANK SERVICE FEES		30.00
00014884	03/12/2018	STAPLES ADVANTAGE	01-4300	OFFICE SUPPLIES		96.49
00014885	03/12/2018	TERESA TAYLOR	01-5200	CONFERENCE EXPENSES		684.35
00014886	03/12/2018	TRI COUNTY SCHOOLS INSURANCE GROUP	01-9535	MAR 18 HEALTH INSURANCE	1,600.00	
			76-9576	MAR 18 HEALTH INSURANCE	18,868.90	20,468.90
00014887	03/23/2018	CIT	01-5900	PHONE SYSTEM/MAINTENANCE		735.84
00014888	03/23/2018	CARRIER SI, INC.	01-4400	PHONE BACKUP BATTERIES		626.00
00014889	03/23/2018	NORTHEASTERN JOINT POWERS AUTHORITY	76-9571	WORKER'S COMPENSATION		7,286.25
00014890	03/23/2018	PITNEY BOWES, INC.	01-5600	POSTAGE MACHINE LEASE	48.26	
			01-5899	POSTAGE MACHINE LEASE	144.79	193.05
00014891	03/23/2018	RAY MORGAN COMPANY	01-5600	COPIER MAINT.		21.14
00014892	03/23/2018	SIERRA VALLEY HOME CENTER	01-4300	SHOP SUPPLIES		117.71
00014893	03/23/2018	U.S. BANK	01-4300	COUNSELING SUPPLIES	59.19	
			01-4320	DIAPER GENIE	63.03	
			01-5200	SUPT. TRAVEL EXPENSES	8.48	
			01-5899	SUPT. TRAVEL EXPENSES	6.27	136.97
00014894	03/23/2018	VOYAGER	01-4350	FUEL EXPENSE	73.21	
			01-5899	FUEL EXPENSE	101.19	174.40
Total Number of Checks					20	57,859.34

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	County School Service Fund	19	31,704.19

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

Checks Dated 03/01/2018 through 03/31/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
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Fund Summary

<u>Fund</u>	<u>Description</u>	<u>Check Count</u>	<u>Expensed Amount</u>
76	Payroll Clearing	2	26,155.15
	Total Number of Checks	20	57,859.34
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		57,859.34

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

SIERRA COUNTY OFFICE OF EDUCATION

REQUEST FOR PROPOSAL

2018 ASPHALT & CONCRETE REPAIR

COUNTY/DISTRICT OFFICE

LOYALTON ELEMENTARY SCHOOL

ACCESS ROAD

LOYALTON HIGH SCHOOL

Detailed Proposal Information is Available on County Office Website:

www.sierracountyofficeofeducation.org

Mandatory pre-bid meeting and walk around: April 11, 2018 at 10:00 am

Bid Closing Date: April 30, 2018

Bid Closing Time: 3:00pm

Sierra County Office of Education reserves the right to reject any or all proposals and to waive informalities or irregularities in any proposal.

**SIERRA COUNTY OFFICE OF EDUCATION
SIERRA - PLUMAS JOINT UNIFIED SCHOOL DISTRICT**

P.O. Box 955
109 Beckwith Road
Loyalton, California 96118

Merrill M. Grant, Ed.D.
Superintendent

Phone: (530) 993-1660 Email:
FAX: (530) 993-0828
mgrant@spjUSD.org

March 20, 2018

Dear Contractor,

The Sierra County Office of Education is seeking proposals from qualified contractors (Contractor) for asphalt and concrete repairs for parking lots, curbs, entry way and access road at various locations within the Loyalton school site locations.

A mandatory pre-bid meeting and walk through of schools will start at the Sierra County Office of Education located at 109 Beckwith Road, Loyalton, CA 96118 on April 11, 2018 at 10 am. The school sites will be visited for clarification and measurements.

Sealed proposals will be received by the Business Manager at the County Administrative Office located at 109 Beckwith Road, Room 1, Loyalton, CA 96118 on April 30, 2018 at 3:00 pm. Faxed or e-mailed bids are not acceptable and will not be considered.

Public Meeting to be held at the Sierra County Office of Education, Room 4 at 10:00 a.m. for opening of sealed bids.

Proposals must be returned on the form(s) provided, with "Bid Proposal – Asphalt/Concrete" clearly on the label. A proposal must consist of all pages of the proposal request including the signature page signed by an authorized representative of the firm. Non-conformance with these instructions may be grounds for rejection of proposal.

The County reserves the right to reject any and all proposals and to waive informalities.

Sincerely,



Nona Griesert
Business Manager

INSTRUCTIONS TO BIDDERS:

PROPOSALS:

1. Proposals to receive consideration should be made in accordance with the following instructions:
 - A. Proposals shall be made on a form provided by the Owner. All items on the form shall be filled out; numbers shall be stated both in writing and in figures and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations or erasures.
 - B. Proposals shall not contain any recapitulation of the work to be done, and alternative proposals will not be considered unless called for.
 - C. Should a bidder find discrepancies in, or omissions in, the contract documents or should he be in doubt as to their meaning, he shall at once notify the Owner, who will send a written instruction to all bidders. The Owner will not be responsible for any oral instructions.
 - D. All Addenda or Bulletins issued during the time of bidding are to be covered in the proposal and in closing a contract they will become a part thereof.
 - E. Pursuant to the provisions of Section 4100 to 4108, inclusive, of the Government Code of the State of California, every bidder shall, in his bids, set forth:
 1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half (1/2) of one percent (1%) of the bidder's total bid.
 2. The portion of the work, which will be done by each such subcontractor. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half (1/2) of one percent (1%) of the bidder's total bid, he agrees to perform that portion himself. The successful bidder shall not, without the consent of the Owner either:
 - a. Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
 - b. Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
 - c. Sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the total bid as to which his original bid did not designate a sub-contractor.
 - F. Proposals shall be addressed to the Owner, and shall be delivered to the Owner enclosed in an opaque sealed envelope addressed to him marked "Proposal" and bearing the Title of the work and the Name of the bidder.

WITHDRAWAL OF PROPOSALS:

2. Proposals may be withdrawn by the Bidder prior to, but not after, the time fixed for receipt of proposals.

OPENING OF PROPOSALS:

3. Proposals will be opened and read at or about the time set in the Advertisement for Bids. Bidders, or their representatives, and other interested persons, may be present at the opening of proposals.

EXAMINATION OF CONTRACT DOCUMENTS AND SCHOOL SITE:

4. Before submitting a proposal, Bidders should examine the Form of Agreement and other Contract Documents. They should visit the Site of the proposed work, examine the site, ground conditions, and any work that may have been done thereon. They should fully inform themselves of all conditions on, in, at, and about the site, the building, buildings, if any; and any work that may have been done thereon.

BASIS OF CONTRACT:

5. The Contract shall be awarded to the lowest responsible bidder, based upon the amount of the Base Proposal, and any accepted Alternate Bids. Alternate Bids will be accepted in the numerical order that they are presented.

FORM OF CONTRACT:

6. The Form of Contract, which the successful bidder will be required to execute, if awarded the work, is attached hereto, entitled Agreement and Bond Forms, and is made a part thereof. Contractor shall submit Contract ready for execution within 14 days of Notice of Award.

WAGES:

7. The attention of the bidder is directed to the fact that the Schedule of Prevailing Rates of Pay for each craft or type of workmen needed to execute the work as set forth in the attached Contract Documents, contains the minimum rates of pay as established by the Owner in pursuance of the provisions of the Labor Code of the State of California, which Code required the establishing of such rates for the locality in which the work is to be performed. Section 1770 of the Labor Code reads "Nothing...shall prohibit the payment of more than the general prevailing rate of wages to any workman employed on public work".

All bidders shall check the available source of labor supply and obtain information with reference to the length of the business day of various crafts and the actual rates of wages being paid in the immediate vicinity of the place where the work, contemplated by these contract documents, is to be performed, particularly with reference to the rates of pay which may be in excess of those general prevailing rates established by the Owners as set forth in the above Instructions to Bidders.

WORKER'S COMPENSATION INSURANCE

8. A Certificate of Workmen's Compensation Insurance to the Owner, shall be attached to the contract, which certificate will reflect that the insurance may not be canceled except upon 30 days written notice to the Owner.

EXECUTION OF CONTRACT

9. The Contractor shall be required to begin work on or after June 18, 2018, and complete the work on or before August 17, 2018 in accordance with the contract documents hereto attached to the entire satisfaction of the Owner, not later than the time set forth in the Proposal Form.

CERTIFICATION REGARDING ASBESTOS

10. At completion of the project per Section 1.70, the contractor shall submit Certification of Compliance for Building Materials stating that there was not any asbestos used on the project.

LABOR & MATERIAL BONDS

11. The successful bidder will be required to furnish a Labor and Material Bond in the amount equal to fifty percent (50%).

CRIMINAL BACKGROUND CHECKS FOR CONTRACTING AGENCIES

12. Agencies that contract with the District must certify that a criminal background check of their employees and/or subcontractors whom will have contact with students has been conducted. Further, the agency must certify that these employees do not have a pending criminal proceeding for a felony or have been convicted of a felony as defined in Education Code 45122.1. The Certification Pursuant to Education Code Section 45125.1 must be filed with the County Office prior to the contracting agency beginning work. Please refer to attached "EXHIBIT "A", Department of Justice: Contractors for Public and Private Schools; Construction Contractors; "EXHIBIT "B", Request for Authorization to Receive State Summary Criminal History Information – Contract Employee For Public/Private Schools; "EXHIBIT "C", Background Check Requirement Verification, and "EXHIBIT "D", Certification Pursuant to Education Code Section 45125.1.

GENERAL NOTES

- Contractor will be responsible for measuring designated area.
- All disturbed areas must be backfilled to original elevations
- Sealed bids will be opened at a public meeting to be held on May 1, 2018 at Sierra County Office of Education, Room 4, at 10:00 a.m.
- Bids will be awarded by each "Package".
- Some line items in each package may be deducted based on budget availability.
- Work may begin on June 18, 2018 and must be completed by August 17, 2018.
- All work not completed by August 17, 2018 shall result in a \$1,000.00 per diem penalty to be deducted by the County from final payment.
- The project is tax exempt.
- Prevailing Wages will apply.
- Contractors who have not performed services for the County in the previous three years must submit a reference list including contact names and phone numbers.
- Recommendation(s) for award will go to the Sierra County Office of Education Governing Board at the May 8, 2018 meeting. Recommended Contractor(s) will be notified as quickly as possible after the Board meeting in order to reserve a lot in contractor(s) schedule.
- The County reserves the right to accept or reject any or all bids.
- Contractor is responsible for any and all required permits.

Asphalt & Concrete Repair Specifications

NEW ASPHALT:

- All new areas will follow same specifications as below with a 4-inch rock base, 4-inch of base asphalt and 2 inch top coat.
- Recycled content may be used.

ASPHALT PATCHING:

- The areas to be removed and replaced shall be removed by first using a concrete saw or air hammer to cut neat edges.
- All materials will be removed from district property and disposed of by contractor.
- The edges of all cuts shall be primed with asphalt primer prior to the placement of any asphalt. This will include the edges of the excavation as well as curbs, walks, etc.
- Material shall be Type 3 asphaltic concrete and shall comply with APWA standards for type and construction conditions during placement. The asphalt shall be the required bid depth.
- Asphaltic concrete shall have a temperature of at least 275 degrees Fahrenheit and be rolled with a power steel roller as required for a dense mass.
- All edges of areas repaired shall be level with surrounding pavement.
- Rock Clause: If, after excavation, the sub-base is not suitable for asphalt installation, additional sub-base will be excavated and replaced with suitable base material. The additional cost incurred will be agreed upon and added to the final billing.
- Recycled content may be used.

ASPHALT OVERLAY:

- Prior to resurfacing, area will be thoroughly cleaned of loose debris, free of surface moisture and primed with SS1H Emulsion, or equivalent to ensure bond between existing surface and new asphalt overlay.
- Apply 2-inches of Type 3 asphaltic concrete and shall comply with APWA Standards for type and construction conditions during placement, working to a uniform surface, and rolled to a smooth and even finish with a power steel wheel roller.
- Any overlay next to concrete curbing or other asphalt will be edge milled.
- Recycled content may be used.

MARKING:

- Lay out lines, as existing, prior to paving. Paint shall be applied with Kelly-Creswell Model C, airless striping machine, or equivalent. Lines shall be straight and four (4) inches in width. Paint shall meet Federal Specification TTP-1952B.
- Traffic markings and crosswalks will be Hot Applied Thermoplastic Pavement Markings and will be same color, unless specified differently on bid form.
- Handicap stalls will be marked per code.

CURB BLOCKS:

- Remove and replace existing blocks, as necessary.
- Replace broken blocks with new standard pre-cast concrete.
- Anchor with minimum 5/8" x 12" rebar.

CONCRETE REPLACEMENT:

- Demo, remove debris and replace with a 4-inch gravel base with 4-inches or 6-inches brushed finish concrete (depending on application, see bid forms).
- Concrete is to be 4,000-pound mix air entrained.
- Reinforce with #4 rebar tied every 4-feet on center or six ten welded wire mesh tied to reinforcement bars.

EXHIBIT "A"

Edmund G. Brown Jr.

ATTORNEY GENERAL

State of California

DEPARTMENT OF JUSTICE



4949 BROADWAY, D232
SACRAMENTO, CA 95820
Public: (916) 227-3460
Facsimile: (916) 227-4815

RE: CONTRACTORS FOR PUBLIC AND PRIVATE SCHOOLS

Dear Interested Party:

In accordance with California Penal Code Section 11077, "The Attorney General is responsible for the security of criminal offender record information."

In accordance with California Education Code Sections 33192 and 45125.1, a school district or private school may require an entity that has an existing contract with a district or private school to obtain a criminal history clearance. In keeping with the restrictions and requirements set forth in California law, the following are guidelines and restrictions;

- 1) access is granted only to the primary contractor (there is no authority for subcontractors to gain direct access to DOJ records),
- 2) services provided under contract must be performed on school grounds,
- 3) the entity must have a contract (entities in the bid process are not authorized),
- 4) completed applications for authorization must have original signatures only (no photocopied signatures or faxed forms will be accepted or processed).

CONSTRUCTION CONTRACTORS
33193 AND 45125.2 EDUCATION CODE

In accordance with statutory, regulatory, and constitutional restrictions governing the use and dissemination of criminal offender record information, the above mentioned Education Code Sections allow for exemptions from backgrounding all employees under the following conditions:

- 1 The installation of a physical barrier at the worksite to limit contact with pupils.
- 2 Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the DOJ has ascertained has not been convicted of a violent or serious felony.
- 3 Surveillance of employees of the entity by school personnel.

Construction contractors are not required to comply with the backgrounding requirements set forth in the Michelle Montoya School Safety Act if one or more of the above-mentioned conditions exist.

If you have any questions, please call (916) 227-3460.

Sincerely,

Communications Administration Program
Bureau of Criminal Information & Analysis
For EDMUND G. BROWN JR.

Attorney General
Enclosures



EXHIBIT "B"

P.O. Box 903417
Sacramento, CA 94203-4170

DEPARTMENT OF JUSTICE

REQUEST FOR AUTHORIZATION TO RECEIVE STATE SUMMARY CRIMINAL HISTORY
INFORMATION – CONTRACT EMPLOYEE FOR PUBLIC/PRIVATE SCHOOLS

Name of Contractor _____

Street Address _____

City _____ State _____ Zip Code _____

Telephone _____ Fax Number _____

In accordance with California Education Code Section 45 125.1, a school district may require an entity that has an **existing contract** with a school district to obtain a criminal history clearance. In keeping with the restrictions and requirements set forth in California law, the following are guidelines and restrictions:

On behalf of the **company** named above, I hereby acknowledge and agree to the following:

1. The information provided by the Department of Justice (DOJ) to this agency is confidential and shall not be disseminated by any other person or agency not authorized by law (11105 PC). A violation of this section is a misdemeanor (11142 PC).
2. Your agency shall notify the DOJ with regard to any change in agency name, address, telephone number or contact person.
3. Fingerprints received will be retained by the DOJ per 11105.2 PC until notified that the affected individual is no longer employed.
4. Access is granted **ONLY** to the primary contractor (there is NO authority for **subcontractors** to gain direct access to DOJ records).
5. Services provided under contract must be performed on school grounds.
6. The entity must have a contract (entities in the bid process are not authorized).
7. Original signatures only (no photocopied signatures or faxed forms will be accepted or processed).

Signature _____ Date _____

Printed Name _____ Title _____

EXHIBIT "C"

PLEASE PROVIDE A SIGNATURE FROM EACH DISTRICT VERIFYING THAT A BACKGROUND CHECK HAS BEEN REQUIRED WITH YOUR COMPANY. (You may attach additional letters or signatures as necessary).

School District/County Office of Education
Background Check Requirement Verification:

1. _____
Name of Contracting School District

2. _____
Signature of School Official

3. _____
Phone and Fax Number

In accordance with statutory, regulator, and constitutional restrictions governing the use and dissemination of criminal offender record information, the above mentioned Education Code Sections allow for exemptions from backgrounding all employees under the following conditions.

1. The installation of a physical barrier at the worksite to limit contact with pupils.
2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the DOJ has ascertained has not been convicted of a violent or serious felony.
3. Surveillance of employees of the entity by school personnel.

Construction contractors are not required to comply with the backgrounding requirements set forth in the Michelle Montoya School Safety Act if one or more of the above-mentioned conditions exist.

For Department of Justice use only

Your request to receive state summary criminal history information pursuant to the Michelle Montoya School Safety Act is approved. Information regarding procedural requirements is enclosed or will be forwarded under separate cover.

George Renfro, Manager
Communications Administration Program
Bureau of Criminal Information & Analysis

DATE

EXHIBIT "D"

Certification Pursuant to Education Code Section 45125.1

Send To (School District/Office of Education): _____

Contract Description: _____

Certification Pursuant to Education Code Section 45125.1

I, _____ am an officer and agent for
(please print or type)
_____, ("contractor"), an entity as defined in Education Code section 41302.5, with the above School District/Department of Education, and have express authority to make the following statements and representations.

Pursuant to this contract, the following persons, employees of contractor ("employees"), may have contact with pupils.

LAST NAME	FIRST NAME	MIDDLE INITIAL

(Attach additional sheets as necessary.)

I certify as follows:

1. The employees have been fingerprinted and have submitted their fingerprints to the Department of Justice for review.
2. The Department of Justice has ascertained that none of the employees have either a pending criminal proceeding for a felony as defined in Education Code section 45122.1 or have been convicted of a felony as defined in Education Code section 45122.1. I understand that Education Code section 45122.1 incorporates portions of Penal Code sections 667.5 and 1192.7.
3. Attached to this Certification are true and correct copies of the fingerprint analyses prepared and provided by the Department of Justice with respect to each of the employees listed above.
4. None of the employees listed above has been convicted of a felony as defined in Education Code section 45122.1.
5. Upon receipt of notification from the Department of Justice that a previously cleared employee has committed a felony as defined in Education Code section 45122.1, said employee will immediately be removed from the job site and School District/Department of Education will be notified of same.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at California on _____.

(Signature of Contracting Agency Representative)

Education Code Section 44237 (g) which references Penal Code Section 667.5 (c):

A "violent felony" for these purposes includes:

1. Murder or voluntary manslaughter;
2. Mayhem;
3. Rape or spousal rape by force, violence, duress, or fear of bodily injury or by threat to retaliate;
4. Sodomy by force violence, duress, menace or fear of bodily injury;
5. Oral copulation by force, violence, duress, menace or fear of bodily injury;
6. Lewd acts on a child under age fourteen;
7. Any felony punished by death or by life imprisonment;
8. Any felony in which great bodily injury is inflicted or in which the defendant personally uses a firearm;
9. Robbery in an inhabited dwelling where the defendant personally uses a dangerous weapon;
10. Arson when willful and malicious;
11. Rape with a foreign object by force, violence, duress, menace or fear of bodily injury;
12. Attempted murder;
13. Exploding or attempting to explode a destructive device with intent to murder;
14. Kidnap of a child under age fourteen for the purpose of child molestation;
15. Forcible rape of a child under age fourteen;
16. Continuous sexual abuse of a child;
17. Carjacking when the defendant personally uses a dangerous deadly weapon.

Education Code Section 44237 (g) which references Penal Code Section 1192.7 (c):

A "serious felony" for these purposes includes:

1. Non-forcible rape;
2. Assault with intent to commit rape or robbery;
3. Assault with a deadly weapon on a peace officer;
4. Assault by a life prisoner on a non-inmate;
5. Assault with a deadly weapon by an inmate;
6. Arson, when not willful or malicious;
7. Exploding a destructive device or explosive with intent to injury;
8. Explosion causing great bodily injury or mayhem;
9. Burglary of inhabited dwelling;
10. Robbery, except of an inhabited dwelling and except with personal use of a dangerous or deadly weapon;
11. Kidnapping a person fourteen years or older;
12. Prison inmate taking a hostage;
13. Attempt to commit any felony punishable by death or life imprisonment;
14. Any felony in which the defendant personally uses a dangerous or deadly weapon, except robbery or carjacking;
15. Sale or furnishing heroin, cocaine, PCP, or methamphetamine to a minor;
16. Grand theft involving a firearm;
17. Carjacking, except with personal use of a dangerous or deadly weapon;
18. Conspiracy to sell specified quantities of heroin, cocaine, PCP, or methamphetamine to a minor;
19. An attempt to commit any violent or serious offenses, except assault.

LIST OF SUB-CONTRACTORS:

Pursuant to the provisions of Section 4100 to 4108, inclusive, of the Government Code of the State of California, as set forth in Instructions to Bidders and General Conditions, the undersigned hereby designates below the names and locations of the place of business of each sub-contractor.

WORK TO BE DONE	SUB-CONTRACTOR	PLACE OF BUSINESS (ADDRESS)
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____
11.	_____	_____
12.	_____	_____
13.	_____	_____
14.	_____	_____
15.	_____	_____
16.	_____	_____
17.	_____	_____
18.	_____	_____

(Use Additional Sheets as Necessary)

NONCOLLUSION AFFIDAVIT TO BE
EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
) ss.
County of)

_____, being first duly sworn, deposes and says that he
(Name)

or she is _____ of _____
 (Title) (Company Name)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid , and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

BY: _____

WORKERS COMPENSATION CERTIFICATE

Labor Code Section 3700

Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) Be securing from the Director of Industrial Relations of certificate of consent to self-insure, which may be given upon Flooring at Loylton Elementary School satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

(Contractor's Signature)

(Title)

(Company Name)

(In accordance with Article 5 (Commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

GENERAL CONDITIONS:

1. PROJECT SCOPE: Except as otherwise stated in these Contract Documents, the scope of this contract consists of all labor, materials, tools, equipment, transportation, utilities, superintendence, temporary construction and any other service and facility required to execute and deliver the entire Work complete as specified, all according to the Conditions stated therein, within the time stated in the Agreement.
2. DEFINITIONS: The following words, or variations thereof, as used in these documents, shall have meanings as defined below:
 - A. Owner: **SIERRA COUNTY OFFICE OF EDUCATION**
 - B. Contract Documents: The Notice to Contractors, Proposal Form, List of Subcontractors, Instructions to Bidders, General Conditions, Supplementary General Conditions, and Special Conditions, Labor and Material and Faithful Performance Bonds, attached hereto, and all modifications and amendments thereof, Addenda and the Agreement.
 - C. Contractor: A person, persons, entity, joint venture, co-partner-ship, or corporation, as named in the Agreement.
 - D. Subcontractor: Person, persons, entity, joint venture, co-partner-ship, or corporation having direct contract with the Contractor.
 - E. Work: Labor or materials, or both, including equipment, tools, services, and incidentals.
 - F. Furnish, provide, include, install, place, apply, locate or similar words used individually shall each include the meaning of the others.
 - G. Called for, noted, shown, indicated, detailed, or similar words refer to applicable portions of the Contract Documents.
 - H. Approved, proper, equal, required, satisfactory, suitable, necessary, reviewed, permitted, directed, accepted, etc. refer to matters solely within the province of the Owner's decision.
 - I. Notice: Written demands, instructions, warnings, claims, approvals and disapprovals required to obtain compliance with Contract requirements. Any written notice by either party to the Contract shall be sufficiently given if delivered to or at the last known business address of the person, firm, or corporation constituting the other party to the Contract, or to his, their or its duly authorized agent, representative, or officer, who is authorized to receive such notice, or when enclosed in a registered postage prepaid envelope addressed to such last known business address and deposited with the United States mail, or when faxed to the last known fax number.
 - J. Notice to Proceed: Written notice to commence the Work, issued by the Owner.
3. FUNCTION OF CONTRACT DOCUMENTS:
 - A. Correlation: The Contract Documents are complementary and anything called for by one part shall as if called for by all. In case of a discrepancy, an item of higher quality or quantity shall take precedent.

- B. Conditions: The GENERAL CONDITIONS and the SUPPLEMENTARY GENERAL CONDITIONS apply with equal force to all Work including work of subcontractors and approved extra Work.
- C. The Contractor admits and agrees that the Contract Documents exhibit the intent and purpose of the Owner in regard to the Work, and that they are not complete in every detail and are to be considered as showing the purpose and intent only; and the Contractor further agrees to furnish all labor or material for any detail that is necessary to carry out said intent and purpose of the Contract Documents without extra charge to the Owner.
- D. The misplacement, addition or omission of any word, letter, and numerous punctuation mark shall in no way change the intent, purpose or meaning of the Plans and Specifications.

4. SIGNING OF CONTRACT:

- A. The Contract Documents, including specifications, will be completely identified and shall be signed in 4 counterparts by the Contractor and by the Owner before the work is started. The Owner will retain one set of documents and one set by the Contractor.
- B. Addenda: All additions, deductions and special interpretations pertaining to the Contract, whether arranged by specific addenda prior to bid, by letters of instructions, or by other written explanations, shall be properly listed and described in the Contract Documents. Changes or alterations of the approved plans or specifications prior to letting a construction contract shall be made by addenda signed by the Owner.
- C. Identification: If any Contract Document other than the Agreement be found to lack any or all signatures of the Owner or the Contractor, identification by the Owner is deemed sufficient and conclusive.

5. TIME FOR PERFORMANCE:

- A. After Notice of Award, Contractor shall submit executable Contract, including Bonds and Insurance documents, within 14 days. The Owner may deem Bidder non-responsive for failure to execute within 14 days.
- B. Notice to Proceed: The Owner will issue and authorize the Contractor, a Notice to Proceed with the work.
- C. Time is of the essence of the contract. All work shall be completed and this contract shall be fully performed within the time set forth in the Agreement. Time for performance shall be calculated to commence on the receipt of the Notice to Commence.
- D. Liquidated Damages: The Owner reserves the right to claim liquidated damages for delays in completion of the work attributable to the Contractor.
- E. Substantial Completion: The work will be deemed complete for purposes of this Paragraph hereof at such time as the entire project is sufficiently complete, in accordance with the Contract Documents, so that the Owner can occupy and utilize the entire project for its intended purpose.

6. TIME EXTENSIONS:

- A. Delays in Completion: The time for completion of the work shall be extended by the number of whole days which the contractor is unable to perform any work on the project for reasons which are beyond his control and are not his responsibility nor that of his subcontractors,

provided that a claim for extension be made and granted as set forth herein. These reasons may include the following:

- (1) Unusual or unexpected Acts of God.
 - (2) Acts of foreign, domestic, Federal or State Governments.
 - (3) Federal Government orders or contracts required by law to have priority over this contract.
 - (4) Strikes.
 - (5) Unusual failure of interstate transportation.
 - (6) War and the inability to obtain materials due to war.
 - (7) Perils of the sea.
 - (8) Insurrection or riot.
- B. The number of days allowed for completion as referred to in the Agreement takes into consideration a time loss up to and including twenty (20) business days within the contract time period for time lost due to adverse weather and weather caused conditions such as rain, mud and wind, which in the Owner's opinion actually delays the work or a portion of the work. Up to and including twenty (20) business days shall not be regarded as unavoidable delays in this sense, as the Contractor should understand that such conditions are to be expected within the average climatic range, and shall so be considered for purposes of this contract.
- C. Any and all claims for Extensions must be submitted in writing to the Owner within 7 days of the beginning of the delay.
- D. The Owner will, in his sole discretion, decide whether the cause for claim for extension does in fact exist, and will grant only such claims as are supported by good cause.
- E. Approved extension of contract time will be issued by written change order signed by the Owner. No order will authorize a time extension unless it is specifically stated therein. No extension of time granted by the Owner shall be deemed to allow the contractor any basis for additional compensation for overhead or any other expenses.

7. CONTRACTOR'S RESPONSIBILITIES:

- A. Existing Conditions: Detailed knowledge of existing conditions is required of the Contractor. Lack of such knowledge and understanding shall not be the basis of any claim for change in the contract amount or operate to release the Contractor from any requirement for the complete performance of the contract. If conditions arise which are not predictable or inferable from the Contract Documents or site inspection, and which are the cause for additional work, the amount of additional cost will be considered as a basis for claims for adjustment to the contract price.
- B. Checking Contract Documents: Contractor shall compare and check all Contract Documents prior to commencing work. He shall immediately report any discrepancy to the Owner for clarification and he shall not proceed with any work affected by the discrepancy until such clarification has been received in writing.
- (1) General Contractor must thoroughly review all Contract Documents prior to start of construction to minimize the quantity of RFI's during construction.

All Requests for Information (RFI's) must come from the General Contractor and must be typed or legibly hand printed with clear, concise information. They must be first submitted to the Inspector and must bear the Inspector's signature and

comments prior to being submitted to the Owner. Any RFI's not meeting these requirements may be rejected and returned to the General Contractor for revisions. All RFI's must be submitted in a time frame that allows a minimum of 10 business days for review and response. However, RFI's regarding unforeseeable conditions (as determined by the Owner) will receive priority attention and an expedient response.

General Contractor will not be entitled to additional compensation for his expenses incurred in the processing of RFI's. No extensions in time or overhead cost increases will be permitted for any work as a direct result of any RFI's responded to in the time frame outlined above.

(2) If the Contractor proceeds in error or omits required work, and if corrective documents are provided by the Owner in order that the Project can proceed without the Contractor having to remove all of the incorrect work, the Contractor shall pay the Owner and his engineers for their professional services analyzing the defect(s) at their current hourly rate schedule.

C. Coordination of Work: Contractor shall coordinate efficiently all work of his subcontractors and of all trades involved and shall make available to each subcontractor copies of Contract Documents and shall relay all information affecting each trade in ample time so that progress of the Work is not delayed. Any extra work or material, caused by failure or delay of Contractor to so comply, shall be furnished without expense to the Owner.

D. Access to all parts of the work shall be afforded at all times to all governing agencies and representatives of the Owner having jurisdiction over the work. The Contractor shall provide all facilities for such access and inspection.

8. REGULATIONS, PERMITS AND LICENSES:

A. The Contractor shall conform to all Federal and State laws, ordinances and regulations covering this work.

B. Contractor shall obtain and pay all necessary permits as required by code for the County of Sierra. Contractor shall be responsible for all such inspections and provide owner with certificates at close of job.

C. All fees associated with actual fees at project site and as listed above shall not be part of the contractors bid. Contractor shall pay for and be reimbursed as an additional expense and shall bill the owner directly as an independent billing and shall not be part of the payment requests.

9. LAWS & REGULATIONS:

A. The entire Contract Documents and the performance of Work described by them are subject to applicable governmental statutes, codes, regulations, ordinances, among which are the UBC, UPC, UMC, and NEC, now in effect or which shall be in effect during the term of the contract in the locale of the project. Nothing in these Contract Documents shall be construed to permit violation.

B. Contractor shall utilize only materials and methods on the work, which conform to these governmental provisions. He shall promptly inform the Owner of any violations of governmental provisions which he may find in the Contract Documents.

- C. Contractor shall waive "common practice" and "common usage" as construction criteria wherever details and specifications or codes, ordinances, etc. require greater quantity or better quality than common practice or common usage would allow.

10. MATERIALS & WORKMANSHIP:

- A. Specific Standards: Materials and workmanship specified by reference to number, symbol, or title of a specific standard such as Commercial Standard, a Federal Specification, a trade association standard, or other similar standard, shall comply with requirements in latest revision thereof and with any amendment or supplement thereto in effect on the date heading these specifications. Such standard, except as modified herein, shall have full force and effect as though printed in the specifications.
- B. Clear Title: No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under conditional sale or under any other agreement by which an interest is retained by the seller. Contractor warrants that he has clear title to materials and supplies for which he accepts any payment.

11. OWNER'S FUNCTION:

- A. Owner will periodically observe and review the work for conformance with Contract Documents and will interpret and clarify points of question. All decisions concerning color, texture, design, and aesthetic appearances shall be made by the Owner, whose decision shall be final and are not subject to arbitration; but this does not include direction of person's selection or direction of methods and construction equipment or placing in operation any mechanical or electrical facilities.
- B. Owner will review all shop drawings, samples, and materials.
- C. Owner will recommend approval or rejection of changes in contract amount and/or time and issue change orders accordingly for written approval.
- D. Owner will review amounts of all applications for partial payments from the Contractor as they become due and recommend certificates of payments for the Owner's written approval.
- E. Owner may order the Project work stopped if the Contract Documents are not being followed.
- F. Owner's orders will be in writing only. Oral orders from the Owner or from anyone acting for him shall not be considered binding in case of dispute.
- G. Owner will make written decisions regarding all claims of the Contractor and will interpret the Contract Documents on all questions arising in connection with execution and progress of the work, except as otherwise specified.
- H. Owner will appoint representatives to assist him in conduct of the Work; these persons shall be entitled to same free access to all parts of Work. All written instructions issued by Owner's representatives are final and binding as if issued by the Owner himself. Contractor shall act upon verbal instructions entirely at his own risk.
- I. All communications relating to the Work shall be submitted through the Owner, except the required notice of arbitration.

12. NON-PERFORMANCE OF CONTRACT:

- A. Owner's Right to Terminate Contract: The Owner, without prejudice to any other rights or remedy he may have, may terminate Agreement with the Contractor and Contractor's right to proceed, either with the entire Work or any portion thereof to which delay or default shall have occurred in any of the following circumstances:

- (1) If Contractor be adjudged bankrupt or make an assignment for the benefit of creditors.
 - (2) If receiver or liquidator be appointed for the Contractor or for any of his property and not be dismissed within 20 days after such appointment, or if proceedings in connection therewith are not stayed on appeal within said 20 days.
 - (3) If Contractor shall refuse or fail to supply enough properly skilled workmen or proper materials after notice or warning from Owner.
 - (4) If Contractor shall refuse or fail to execute the Work or any part thereof with such diligence as will insure its completion within the time specified or shall fail to complete the Work within said time. Owner shall be the sole judge of contractor's progress hereunder.
 - (5) If Contractor fails to make payments as specified herein to persons supplying labor or materials for the work.
 - (6) If Contractor fails or refuses to regard laws, ordinances or instructions of the Owner or otherwise be guilty of substantial violation of any provision of this contract.
- B. Procedure for Owner's Termination of Contract: Owner will give written notice of termination to Contractor and to Contractor's sureties. If contractor's sureties do not commence performance of the project within 5 days of such notice of intention, Owner may take over the work and prosecute it to completion by contract or by any other method deemed expedient. In such event, work shall be at the expense of the Contractor and of his sureties who shall be liable to the Owner for any excess cost or damage occasioned thereby, Owner may also, without any further liability, take possession of and utilize in completing the work, such materials, equipment, plant and other property of the Contractor as may be on the site of the Work.
- C. Termination Payment to Contractor: Contractor shall not be entitled to receive any further payment on the work until the work is finished. If the unpaid balance of compensation to be paid the Contractor for complete performance of the contract exceeds the expense of so completing the work, including compensation for additional managerial, administrative and inspection services and any liquidated damages for delay, such excess will be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor and his sureties shall be liable to Owner for such excess.
- D. Right to Stop Work: Authority to stop the work in whole or part is vested in the Owner and may be invoked whenever he deems such action necessary to insure proper execution of the contract; work may not be resumed until the Owner has given written consent.
- E. Rejection of Materials and Workmanship: The Owner has the right to reject defective material and workmanship and to require its replacement or correction without additional cost to Owner. Contractor shall promptly segregate and remove rejected work from the premises. All adjacent work disturbed by removal of such work shall be replaced in accordance with this contract and without expense to the Owner including Work of any other contractors disturbed by such removals and replacements.
- (1) If Contractor fails to proceed at once with replacement of rejected Work, Owner may, by contract or otherwise, replace such material and correct such workmanship and charge the cost to the Contractor, or Owner may terminate right of the Contract

to proceed. Contractor and his surety shall be liable for any damage to same extent as provided for by terminations hereunder.

(2) If rejected materials are not removed from premises within reasonable time, Owner may cause them to be removed and stored at Contractor's expense 3 days after issuing written notice to so remove them. If Contractor does not pay for such removal and storage within 6 days after such notice, Owner may, 6 days after further written notice, sell the materials and credit Contractor with net proceeds after all costs of removal and sale are deducted. If materials so removed are valueless or sale does not meet cost of removal, Contractor shall bear all resultant loss.

F. Neglected Work: Owner may perform or employ others to undertake portions of the work persistently neglected by the Contractor if work is still proceeding unsatisfactorily 3 days after written notice to the Contractor. In such case work will be done according to the Contract Documents and shall in no way affect the status of either party under this contract, nor be held as the basis of any claim by the Contractor for damages or for extension of time.

G. Right to Withhold Payment: Part or whole of any payment or any certificate may be withheld by Owner if such course be deemed necessary to protect Owner from loss on account of Contractor's failure to meet his obligations or if balances unpaid to Contractor are insufficient to complete the Work. This right may also be exercised if in Owner's opinion the work will not be completed within the time specified for performance of the contract.

13. **CHANGES TO CONTRACT:**

A. Owner may issue revision orders at any time without notice to the sureties, changing the specifications and drawings of this contract but the Contractor shall not make any change which increases the aggregate total contract price without written authorization. All Change Orders shall be signed by the Owner, and Contractor.

B. Revision Orders: Contractor shall submit for the Owner's review in itemized form his estimate of cost of all changes to the work prior to commencing any such work. Owner will either reject the estimate for further study or recommend approval of all or portions of the estimate and will prepare a written revision order stating description of work and its cost change for the Owner's approval. Contractor shall commence for the work upon receipt of written authorization by the Owner.

C. Determination of Amount: Changes in contract price shall be based upon unit prices if established, or upon the actual cost of labor, materials, insurance, taxes, fringe benefits, etc., plus a percentage fee for additional work insofar as it is within the Owner's interest. The owner reserves the right to negotiate lump sum separate proposals for all changes in amounts, which, in his judgment, render the above-stated prices unfair and unreasonable.

D. Percentage fee for additional work shall include all profit and overhead due the Contractor and shall be a percentage of actual cost of labor, materials, insurance, taxes, fringe benefits, etc. involved in the change.

E. Amount of any deductions to the contract sum shall be based on actual costs of labor, material, insurance, taxes, fringe benefits, etc. and the Contractor may retain his allowed percentage fee for profit and overhead on these items.

14. **NOTICE OF COMPLETION:**

A. Final Observation and Re-observation:

- (1) Request for Final Observation: When the work is completed, Contractor shall notify Owner in writing that the work will be ready for final observation on a definite date which shall be stated in such notice. The notice shall be given at least **two (2)** days in advance of such date. Contractor shall arrange for the presence at this observation of all subcontractors, if any.
 - (2) Except for minor touch-up work, ALL work of the contract shall be completed.
- B. Owner and Contractor will make joint final observation to determine if work is (1) entirely complete, or (2) substantially complete, or (3) neither entirely or substantially complete. Substantial completion implies completion except for minor adjustments, correction of finishes, etc. which minor items will not limit Owner's use or occupancy of the entire work. Owner will be sole judge in determining specifically what constitutes any minor item in this instance.
- (1) If the Owner arrives at the site for the Final Observation at the request of the Contractor and the Project is not deemed to be substantially complete by the Owner, the Final Observation shall be rescheduled. The Contractor shall be financially responsible to the Owner for paying the owner based on the amounts in B.4 below.
 - (2) Within **ten (10) days** after the final observation, a written list of any deficiencies consisting of items to be completed or corrected before acceptance of the building shall be furnished to Contractor. Such completion or correction shall be done within five (5) days after the final observation or such other time limit as may be established by the Owner.
 - (3) A Follow-Up Observation will be made by the Owner within **five (5)** days after the final observation or such other time limit as may be established by the Owner. Contractor shall arrange for the presence of subcontractors whose work was on the list of deficiencies.
 - (4) Reobservation(s) should it be determined during the follow-up observation that all items on the list of deficiencies have not been completed or corrected and that additional observations would be required to observe those items not completed or corrected. Contractor shall be charged in accordance with the following schedule. Determination of necessity for such reobservations shall be made by Owner.
 - i) Each additional observation by Owner will be at current hourly rate (4 hours minimum), including travel time and reimbursement for mileage.
 - ii) Each additional observation by the Consultant(s) will be at current hourly rate (4 hours minimum), including travel time and reimbursement for mileage.
 - (5) When Work is accepted, Owner shall give Contractor written notice of the date of completion.

15. ACCEPTANCE OF WORK:

- A. Final Payment: 35 days after receiving the notice of completion, the Contractor shall be entitled to payment of all remaining monies on following conditions:

- (1) Receipt of all Guarantee/Warranties, Release of Liens, and O&M Manuals.
- (2) No stop notices or claims have been filed.
- (3) Any such notices or claims, which have been filed, have been satisfied.
- (4) All Work is completed satisfactorily according to the terms of the Contract.

- B. Release of Claims: Final payment shall not become due until Contractor delivers to the Owner a complete release of all claims against the Owner arising under and by virtue of this contract, including claims of all subcontractors and suppliers of other materials or labor. Should said release not be delivered before final payment is made by the Owner, acceptance of final payment shall operate to release Owner from all claims the same as if said release had in fact been delivered.
- C. Performance Bond: No payment, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under any performance bond.
- D. Final Acceptance of Work: Receipt of final payment by the Contractor shall operate as the act of delivery to and final acceptance by the Owner of the completed project; but receipt shall not relieve the Contractor of his responsibilities for any deviation, defect or omission of work, nor limit or waive any obligation due the Owner under guarantees and warranties required by the Contract.

16. OCCUPANCY:

- A. Owner may occupy certain portions of the work prior to Contractor's completion of the total project. The Owner's right to such occupancy is understood to be part of the Contract and Contractor shall proceed with completion of the total project in such manner as to cause least possible interference with the Owner, his employees, or others having business on the premises.
- B. Partial occupancy shall not be deemed acceptance or completion of work in whole or in part, and shall in no manner diminish any provision for liquidated damages for delay in completion of Contract, nor extend the time for completion of Contract.

17. GUARANTEES:

- A. General Guarantee: All Work shall be guaranteed by the Contractor against defects of materials or workmanship for one year from the date of receiving notice of completion.
- B. Special Guarantees: Certain parts of the work, where specifically noted, may require guarantee periods of greater duration than the General Guarantee period of one year, or may require other starting dates for guarantee period than date of filing notice of completion, or may require both of these exceptions to the general guarantees.
- C. Guarantee Requirements: If corrections are required within any guarantee period, without expense to the Owner, the Contractor shall promptly comply with the following:
- (1) Place in condition satisfactory to Owner all such guaranteed work.
 - (2) Make good all damage to buildings, to Owner's furnishings and personal property, or to site, which is the result of said defects.
 - (3) Make good any work, materials, equipment and contents of buildings or site disturbed by repairs and changes in fulfilling any such guarantee.
- D. Failure to Comply: Owner may have defects corrected if Contractor, after notice, fails to proceed promptly to comply with terms of the guarantee and Contractor and his surety shall be liable for all expenses incurred.
- E. Special Equipment: Owner may, at his sole discretion, exercise his option to repair or replace damaged special equipment if such repair or replacement is included in provisions of any guarantee. Cost of such remedy shall be recoverable from the Contractor in the amount of exact cost to the Owner.

- F. Certain items of work or equipment shall be excluded from the provision for commencement of guarantee if, at time of final acceptance of the work, these items are incomplete or unacceptable. The guarantee period for these items shall commence only upon written acceptance by the Owner.
18. ASSIGNMENT: The Contractor shall not assign the contract nor sublet it as a whole without written consent of the Owner, nor shall the Contractor assign any monies due or to become due to him hereunder without written consent of the Owner. Such assignment or sub-letting by the Contractor will not be binding upon the Owner without such consent.
19. SUBCONTRACTS:
- A. Agreements between Contractor and subcontractors shall be made available upon Owner's request.
 - B. Contractor shall bind each subcontractor to the terms of the Contract Documents; but no act of the Owner nor anything contained in any Contract Documents shall be construed as creating any contractual relation between the Owner and any subcontractor.
 - C. Disputes: The Owner will not undertake to settle any disputes between the contractor and his subcontractors or between subcontractors.
20. SEPARATE CONTRACTS:
- A. Owner, at his discretion, may let separate contracts related to the project, which may be carried on simultaneously with this contract. Scope and technical details of separate contracts will be made available to Contractor for his examination. Contractor shall cooperate with separate contractors to ensure uninterrupted progress of all work including delivery and storage of materials necessary for work of separate contractors.
 - B. Contractor shall notify Owner of potential interference with this Work by any separate Contractor's work before Work of either contract is disturbed, and shall secure Owner's decision as to procedure or change in design or construction before proceeding.
 - C. Where results or proper execution of this work depend upon work by separate contractor, Contractors shall inspect separate contractor's work and promptly report to Owner any defects that render it unsuitable for such results or execution. Failure to so report shall constitute acceptance of separate contractor's work as proper for reception of Contractor's work.
 - D. If Contractor damages any separate contractor's work, or vice versa, or if any dispute arises, Contractor agrees to settle by mutual consent, or upon due notice, to settle by arbitration in the manner provided in these GENERAL CONDITIONS or by agreement with the Owner.
21. SAFETY:
- A. Contractor shall be solely and completely responsible for conditions of the premises on which the work is performed and for safety of all persons and property on the site during performance of the contract. This requirement shall not be limited to normal working hours, but shall apply continuously.
 - B. Contractor shall conform to all governing safety regulations. The Owner is not responsible for monitoring the Contractor's compliance with safety regulations.
 - C. Contractor shall hold the Owner and their representatives free and harmless from any claim or judgment including litigation costs and counsel fees deriving from or related to performance of the work as regards safety to property or persons, including injury or death,

irrespective of whose conduct including conduct of the Owner or of their representatives, may have given rise to the claim or loss.

22. LIABILITY & INSURANCE: (For extent of coverage, see SUPPLEMENTARY GENERAL CONDITIONS.)

- A. For the duration of this contract, Contractor shall maintain Statutory Workmen's compensation and shall maintain Employer's Liability Insurance. Contractor shall require subcontractors to provide Workmen's Compensation and Employer's Liability Insurance with the same minimum limits.
- B. For the duration of this Contract, Contractor shall maintain Comprehensive General Liability Insurance. The policy shall include Protective Liability Insurance with the same minimum limits. Contractor shall require subcontractors to provide Comprehensive General Liability Insurance with the same minimum limits.
- C. For the duration of this Contract, Contractor shall maintain Comprehensive Automobile Liability Insurance for all owned, non-owned, and hired vehicles. Contractor shall require subcontractors to provide Comprehensive Automobile Liability Insurance with same minimum limits.
- D. Hold Harmless Agreement & Contractor's Insurance: Contractor's Comprehensive General Liability Insurance and his Comprehensive Automobile Liability Insurance shall hold Owner and their elective and appointive boards, officers, agents and employees, harmless from any liability for personal injury or claims for property damage including Owner's property which may arise from Contractor's or any subcontractor's operations under this agreement, whether such operation be by Contractor or by any subcontractor or subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Contractor or any subcontractor or subcontractors. Policies shall include Owner's full legal names in the endorsements.
- E. Contractor shall defend Owner and their elective and appointive boards, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations, provided as follows:
 - (1) That the Owner does not waive any right against Contractor which they may have by reason of the aforesaid hold harmless agreement, because of the acceptance by the Owner, or the depositing with either of them by the Contractor of any insurance policies described herein.
 - (2) That the aforesaid Hold Harmless Agreement by Contractor shall apply to all damages and claims for damages of every kind suffered or alleged to have been suffered by reason of any of the aforesaid operations, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- F. The insurance required by sub-paragraphs 24.C, 24.D, 24.E (1) & (2) of the General Conditions shall include Contractual Liability Insurance applicable to the contractor's obligations under these same sub-paragraphs.
- G. Contractor shall not commence work at the site until he has obtained all required insurance and until such insurance has been approved by the Owner. The Contractor shall not allow

any subcontractor to commence work until all insurance required has been obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. Certificates of insurance shall be filed with the Owner prior to commencing work.

- H. The required insurance must be written by a Company licensed to do business in the state of California at the time the policy is issued. In addition, the Company must be acceptable to the Owner.
- I. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall include a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until ten (10) days after the Owner has received written notice as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.
- J. Approval or review by the Owner or by his representative of any equipment or material or work of installation shall in no manner act to release the Contractor, his sureties or insurers from any liability or indemnity as provided in these GENERAL CONDITIONS related to such equipment, material or installation work, or to its performance.
- K. Builder's Risk Insurance:
 - (1) The contractor shall carry coverage on a Builders Risk and/or installation floater for covering the interest of the contractor and Owner against loss or damage to machinery, equipment, building materials or supplies, being used with and during the course of installation, testing, building, renovating or repairing. Such policies shall cover at points or places where work is being performed, while in transit and during temporary storage or deposit of property designated for and awaiting specific installation, building, renovating or repairing.

23. TIME OF WORK

- A. The Owner shall designate the starting date of the work to be June 18, 2018, on which date the Contractor shall begin work forthwith.
- B. Simultaneously with the execution of the Contract, the Contractor shall furnish to the Owner a detailed estimate of the contract price (contract breakdown). The Contractor shall, within ten (10) days from the execution of the Contract, present a contemplated time schedule showing the time necessary to complete each portion of the building, and to complete the entire project.
- C. The Contractor "breakdown" showing percentage of work completed shall be presented each pay period to accompany the Owner's certificate of payment.
- D. The Contractor obligates himself to make the whole work complete and satisfactory on, or before, such date as shall be determined by the elapsed number of calendar days set forth in the Proposal, plus any extension approved by the Owner.

24. PAYMENTS

- A. Payments to the Contractor on account of the Contract shall be made according to the following schedule, and subject to additions and deductions, if any, as hereinafter provided. No payment will be made without the completion and verification of the certificate referred to in General Conditions 24-C.
- B. After the completion of the Work required by this Contract, the Contractor shall file with the Owner, his affidavit, sworn to before a Notary Public, stating that all workmen and persons employed, all firms supplying the materials, and all subcontractors upon the project have been paid in full, and that there are no disputed claims or stop notices. The filing of such affidavit by the Contractor shall be a prerequisite to the making, by the Owner, of the final payment of the Contract. Final payment shall be made thirty-five (35) days after completion of the work and its acceptance by Owner.
- C. Payment hereunder may, at any time, be reduced or withheld by the Owner, if, in the opinion of the Owner, the Contractor is not diligently and efficiently endeavoring to comply with the intent of this Contract, or if the Contractor shall fail to pay for labor and material used on the project when such payments become due.
- D. The acceptance by the Contractor of the payment of the final certificate shall constitute a waiver of all claims against the Owner under or arising out of this Contract.
- E. The Owner, at any time during the progress of the Work, shall have the right to order alterations in, additions to, or deviations or omissions from the work contemplated by this Contract, and the same shall in no way make void the Contract. If any such changes involve an increase or decrease in the contract amount, the change order shall state the amount to be added to or deducted from the contract amount, and shall also state the additional time, if any, needed for the performance of the work; provided that any additions to or deductions from the contract amount shall be determined upon the basis of an estimate and acceptance of a lump sum; lump sum costs shall not have greater than 10% mark-up for profit and overhead and maximum of 3% for Bonds and Insurance and provided further that, where such lump sum is not agreed upon, such additions shall be upon the basis of actual cost of labor and materials, plus ten Percent (10%) to cover the Contractor's profit and overhead expense for the extra work and a maximum of 3% for Bonds and Insurance. Payment to Subcontractors for such additions shall be computed on the same basis as payments to the Contractor. No payments shall be made on a cost plus basis, except on presentation of a correct list of such costs, together with vouchers therefore. Any change in the work shall be fully executed according to the original drawings and specifications insofar as they may apply without conflict to the conditions involved in the change.
- F. **CLAIMS FOR EXTRA COSTS:** It is hereby mutually agreed that the Contractor shall not be entitled to payment of additional compensation for any occurrence, unless he shall have given the Owner due written notice of potential extra cost.

The written notice of potential extra cost shall set forth the reasons the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible an estimate of the total cost. The required notice must have been given to the Owner prior to the time the contractor performed the work, or in all other cases within seven (7) days after the start of work, giving rise to the potential extra cost.

It is the intention of this Article that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Owner at the earliest possible time so

that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he shall have no right to additional compensation for any claim that may be based on any act, failure to act, event, thing or occurrence for which no written notice of potential claim was filed within the time constraints stated above. In the event of an emergency endangering life or property, the Contractor shall act as stated below, and after execution of the emergency work, shall present an accounting of labor, materials, and equipment in connection therewith. The procedure for any payment that may be due for emergency work will be as specified in Section 24-B. The Owner shall, within a reasonable time after their presentation to him, state his decisions in writing on all claims for extra compensation. All such decisions of the Owner shall be final.

- G. In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Owner, is hereby permitted to act at his discretion to prevent such threatened loss or injury, and he shall so act without appeal if so instructed or authorized. Any compensation claimed by the Contractor for emergency work shall be determined as specified under Section 24-B.
- H. Payment for additional work or extras, if any, under this Contract shall be made in accordance with the provisions of Section 24-B hereof. The value of omissions, if any, from the Contract, shall be deducted from the amount of the contract price, and the deductions shall be made by the Owner from the payment first following the authorization for said deductions.

25. TESTS AND INSPECTIONS

- A. The cost of all tests, sampling, tagging and shipping inspection called for in the specifications shall be paid for by the Owner. Should the result of any tests show that the materials and/or workmanship fails to meet the requirements of the specifications, then the contractor shall provide new materials and/or workmanship, and additional tests shall be made until the requirements of the specifications are satisfied. The Owner shall deduct from the final payment sufficient money to pay for all the testing costs from and after the first tests required by specifications. If the results of any tests on imported material show that it is not suitable, the contractor shall provide new material and additional tests shall be made. The Owner shall deduct from the final payment the cost of testing from and after the first tests should the material fail to meet the tests. The testing laboratory shall be employed by the owner.

26. RESOLUTION OF CONSTRUCTION CLAIMS

- A. The parties hereto shall adhere to and be bound by each and all of the provisions of Public Contract code Section 20104 through 20104.6, a copy of which is attached as "EXHIBIT A" and is incorporated herein by this reference.

27. ARBITRATION OF PUBLIC WORKS CONTRACT CLAIMS

- A. The parties hereto shall adhere to and be bound by each and all of the provisions of Public Works Contract, Section 22200 through 22201, a copy of which is attached as "EXHIBIT B" and is incorporated herein by this reference.

"EXHIBIT A" (General Conditions Item 28)

**PUBLIC CONTRACT CODE
SECTION 20104-20104.4**

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is

denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

"EXHIBIT B" (General Conditions Item 29)

**PUBLIC CONTRACT CODE
SECTION 22200-22201**

22200. As used in this part:

(a) "Public works contract" means, except for a contract awarded pursuant to the State Contract Act (Part 2 (commencing with Section 10100)), a contract awarded through competitive bids or otherwise by the state, any of its political subdivisions or public agencies for the erection, construction, alteration, repair, or improvement of any kind upon real property.

(b) "Claim" means a demand for monetary compensation or damages, arising under or relating to the performance of any public works contract.

22201. Unless otherwise prohibited by law, the terms of any public works contract may include at the time of bidding and of award a provision for arbitration of any claim pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

SUPPLEMENTARY GENERAL CONDITIONS

1. DOCUMENTS CONSTITUTING CONTRACT:

ADVERTISEMENT FOR BIDS

INSTRUCTIONS TO BIDDERS

PROPOSAL FORM

AGREEMENT

PERFORMANCE BOND

LABOR AND MATERIAL BOND

GENERAL CONDITIONS

SUPPLEMENTARY GENERAL CONDITIONS

All addenda instructions, modifications and clarifications to these documents issued prior to signing a contract.

SPECIFICATIONS: Divisions 1

2. ISSUE OF BID DOCUMENTS:

A. Contractor will be issued without any cost to him **2** sets of bid documents including copies already issued for bidding purposes.

B. Owner retains ownership of all copies of specifications. These documents shall not be used for work other than for the specific project identified by the Owner's project number.

C. Contractor shall return all copies of specifications to the Owner at completion of the project or upon Owner's request.

3. INSPECTION: Omitted

4. Regulations of California Building Code regarding Protection of Adjoining Property from Excavations, Foundations and Retaining Walls. He shall especially conform to these code provisions.

5. PARTIAL PAYMENTS:

A. Prior to Contractor's submitting his first request for payment, he shall submit for Owner's approval a breakdown of costs of all labor and material according to trade classification. Breakdown, when approved, shall form basis for all payments.

B. Amount of payment will be certified by Owner according to the value of the work and materials installed during period covered by request.

C. Partial payment shall be withheld by 35% of the total amount requested if the Owner determines adequate and timely record documents are not being kept.

- D. Percentage retention on determined amount of partial payments:
 - (1) For all work up to substantial completion of the project: 10%
 - (2) All monies retained by Owner after substantial completion of project will be released to Contractor according to Para. 16 of GENERAL CONDITIONS.
- 6. STARTING DATE FOR GUARANTEE PERIODS (Reference GENERAL CONDITIONS, Paragraph. 19) If Owner's occupancy of the work in advance of completion of the total project required Owner's operation of equipment or mechanical systems, guarantee or warranty periods for these systems shall commence on date of Owner's occupancy.
- 7. MINIMUM LIMITS OF LIABILITY INSURANCE (Reference GENERAL CONDITIONS 24:)
 - A. Statutory Workmen's Compensation and Employer's Liability Insurance: As prescribed by the State of California.
 - B. Comprehensive General Liability Insurance with Owner and its officers, agents, and employees protected with Contractor as additional insured. Personal injury \$ 1,000,000 each occurrence and property damage \$ 200,000 each occurrence.
 - C. Comprehensive Automobile Liability Insurance for all owned and non-owned and hired vehicles, with Owner protected with Contractor as additional insured: Personal injury \$1,000,000 each occurrence and property damage \$200,000 each occurrence.
- 8. WORKMANSHIP AND LABOR
 - A. All employees shall be especially skilled for the kind of work for which they are employed, and shall work under the direction of a competent foreman.
 - B. Should the Owner deem anyone employed on the work incompetent or unfit for his duties, the Contractor shall dismiss him, and he shall not again, without the permission of the Owner, be employed on the work.
- 9. WAGES:
 - A. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II of the Labor Code of the State of California, Contractor and all sub-contractors shall pay their workmen on all work included in this contract not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for legal holidays and overtime work, for each craft or type of workman needed to execute the work contemplate under this Agreement, as ascertained by the Owners, and as set forth in the schedule of such wages located at the Office of the County Administrator on said work by the Contractor, or by any subcontractor doing or contracting to do any part of said work. Current prevailing wage rates may be found online at <http://www.dir.ca.gov/>.
 - (1) The Contractor shall forfeit as a penalty to the Owner, the sum of Fifty Dollars (\$ 50.00) for each calendar day or portion thereof, for each workmen paid less than said stipulated rates for any work done under this Agreement by him or by any subcontractor under him and shall pay each such workmen the difference between said prevailing wage rate, and the amount paid to each workman, and shall otherwise comply with Section 1775 of the Labor Code. The Contractor and each Subcontractor shall

keep an accurate record showing the name, occupation, and actual per diem wages paid to each workmen employed on the work contemplated by this Agreement, which record shall be kept open at all reasonable hours to the inspection of the Owner and the Division of Labor Law Enforcement.

- (2) Contractor shall be responsible for complying with Labor Code Section 1777.5 pertaining to the employment of the registered apprentices and Section 1771 of the Labor Code requires that for all public works projects, not less than the general prevailing rate of per diem wages must be paid to all workmen employed on public work.

10. LEGAL DAY'S WORK:

- A. In accordance with the provisions of Article 1 and 3 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, eight (8) hours labor shall constitute a regular day's work, and no workman in the employee of the Contractor or any Subcontractor doing or contracting to do any part of the work contemplated by this Agreement, shall be required or permitted to work more than eight (8) hours in any one calendar day or forty (40) hours during any calendar week, except as provided in Section 1810 to Section 1815 thereof, inclusive, of the Labor Code: and the Contractor and each Subcontractor shall keep an accurate record showing the name of and actual hours worked by each workman employed on the work contemplated by this Agreement, which record shall be kept open at all reasonable hours to the inspection of the Owner and to the Division of Labor Law Enforcement; and that said Contractor shall forfeit as a penalty to the Owner the sum of Fifty Dollars (\$ 50.00) for each workman employed in the execution of this contract, by him or by any Sub-contractor, for each calendar day during which said workman is required or permitted to labor more than eight (8) hours in violation of the provisions of said Article 3, as modified by Section 1815 of the Labor Code.

11. MATERIALS:

- A. The Contractor shall furnish and use new materials of quality required by the provisions of the Contract for every part of his work, unless otherwise specified. CONTRACTOR SHALL SUBMIT SAFETY DATA SHEETS FOR ALL CONSTRUCTION MATERIALS USED ON THE PROJECT. CONTRACTOR SHALL COLLECT AND KEEP ALL SAFETY DATA SHEETS (MSDS) ON THE JOB SITE IN A READILY ACCESSIBLE THREE RING BINDER. THIS BINDER SHALL BE SUBMITTED AT THE END OF THE PROJECT WITH THE OTHER CLOSE-OUT DOCUMENTATION.
- B. Whenever, in the specifications, any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating description of the material and/or process desired, and shall be deemed to be followed by the words, "or approved equal", and the Contractor may offer any material or process which shall be equal in every respect to that so indicated or specified, provided however, that if the material, process, or article offered by the Contractor is not, in the opinion of the Owner, equal in every respect to that specified, then the Contractor must furnish the material, process, or article specified or one that in the opinion of the Owner is the equal thereof in every respect. Request for substitution shall be made in writing to the Owner within thirty-five (35) days after signing of Contract. Time used by Owner in making decisions on substitute materials will not be allowed as a claim for extension of working time.

- C. If after the Owner has made a review of materials or equipment it is found that the materials or equipment presented and approved for use are not justifiably equal in quality and performance to the product originally specified, the Owner retains the right to revoke said approval, and to reject the materials or equipment prior to the installation without any additional cost.
- D. All materials, samples, tests, and inspection shall be in accordance with the requirements of the specifications.
- E. Any material may be submitted to the Owner prior to the bid opening for consideration as an approved equal to the proprietary material. Requests for such shall be in writing and be made not less than seven (7) business days prior to the bid opening. The request will be accompanied by manufacturer literature, details, test data and samples in a format, which shows direct item by item comparison between the proprietary and proposed materials. Approval lies solely within the province of the Owner.

12. LIQUIDATED DAMAGES (Reference GENERAL CONDITIONS, Para. 5)

- A. As of this date of this contract, it is impossible to determine precisely the damages, which Owner would sustain, should Contractor fail to complete the work by the date of completion set forth in the Agreement. Under the circumstances existing at the current time, the parties hereto have exercised a good faith attempt to estimate the amount of such damages and agree that said amount is one thousand dollars **(\$1,000.00)** per day. If Contractor fails to complete the work by the date of completion set forth in the Agreement, Contractor shall pay to Owner or Owner shall withhold from funds otherwise due and payable to Contractor (at Owner's option) the sum of one thousand dollars **(\$1,000.00)** per day for each day after the date of completion set forth in the Agreement until the project is completed. These damages are in addition to any other rights and remedies of Owner as set forth herein. Contractor acknowledges that the aforesaid sum is not intended to compensate Owner for and shall not affect its rights to collect from Contractor costs and expenses incurred by Owner to complete the work after the date of completion.

13. SUBCONTRACTS:

- A. The Owner will deal only through the Contractor, who shall be responsible for the proper execution of the whole work. Subletting the whole or any part of the Contract shall be made only in accordance with the provisions of Section 4100 to 4108 inclusive, of the Public Contracts Code of the State of California.
- B. Pursuant to the provisions of Section 4100 to 4108, inclusive, of the Public Contracts Code of the State of California, the Contractor shall not without the consent of the Owner, either:
 - 1. Substitute any persons as subcontractor in place of the subcontractor designated in his original bid.
 - 2. Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
 - 3. Sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of his bid as to which his original bid did not designate a subcontractor.

- C. Should the Contractor violate any of the provisions of said Section 4100 to 4108, inclusive, of the Public Contracts Code, his so doing shall be deemed a violation of this Contract, and the Owner may cancel the Contract. In the event of such violation, the Contractor shall be penalized to the extent of ten percent (10%) of the amount of the subcontract involved.

14. PROTECTION OF SCHOOL CHILDREN

- A. This work may be executed at the time school is in session; therefore, the Contractor shall arrange with the Principal of the School and/or the Board of Trustees, who shall designate the areas which the Contractor shall use in the storage of materials and the construction activities. Every precaution shall be exercised to protect the children from injury by building accident.

QUALITY CONTROL

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Provide and maintain an effective Quality Control program and perform sufficient inspections and tests of all items of work, including those of subcontractors to insure compliance with Contractor Documents. Include surveillance and tests specified in the technical sections of the Specifications. Furnish appropriate facilities, instruments, and testing devices required for performance of the quality control function. Controls must be adequate to cover construction operations and be keyed to the construction sequence.

2.1 WORKMANSHIP

- A. All work shall be in accordance with printed directions and specifications of associations, trades, and manufacturers of systems and materials approved for this project. Finished work shall be firm, well anchored, in true alignment, plumb level with smooth clean uniform appearance without waves, distortions, holes, marks, cracks, stains, or discolorations. Finish work shall have no exposed unsightly anchors or fastenings and shall not present hazardous, unfinished or unsafe protrusions, offsets, burrs, raw edges, or sharp corners. All work shall have provision for expansion and contraction or shrinkage as necessary to prevent cracks, buckling and warping.
- B. Attachments, connections, or fastenings of any nature are to be properly and permanently secured in conformance with best practice and Contractor is responsible for providing them according to these conditions.
- C. Contractor is responsible for verifying measurements at site.
- D. Contractor shall continuously check for clearances and for accessibility of equipment. No allowances of any kind will be made for negligence on part of Contractor to foresee means of installing equipment into position.
- E. Existing work remaining in place, which is damaged or defaced by work done under this contract shall be restored equal to its condition at the time of the award of the contract.

PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 CLEANING UP

- A. The premises and the job site shall be maintained in a reasonable neat and orderly condition and kept free from accumulations of waste materials and rubbish during the entire construction period. Remove crates, cartons, and other flammable waste materials or trash from the work areas at the end of each business day.
- B. Care shall be taken by workmen not to mark, soil, or otherwise deface finished surfaces. In the event that finished surfaces become defaced, clean and restore such surfaces to their original condition.
- C. Clean up immediately upon completion of each trade's work.
- D. Upon completion of the work, remove temporary buildings and structures, fences, scaffolding, surplus materials, and rubbish of every kind from the site of the work.
- E. The Contractor shall, in addition, remove all extraneous material such as paint, plaster, concrete spots, dust and dirt from finish surfaces.

2.1 NOTICE OF COMPLETION

- A. Refer to the General Conditions.

2.2 PREREQUISITES FOR FINAL PAYMENT

- A. Before the Final Payment for this contract the following requirements of the construction documents shall have been fulfilled.
 - 1. Satisfactory completion of all construction work and acceptance by Owner.
 - a. In the event a portion of unfinished work cannot be completed due to circumstances beyond the control of the contractor, the contractor may request that the retention amount be released, less an amount equal to 150% of the unfinished work.
 - 2. The submission by the contractor to the Owner of the required guarantees.
 - 3. The submission by the contractor to the Owner of the maintenance manuals and operating instructions.
 - 4. The submission of the following documents. A copy of these documents is provided immediately following this section:
 - a. Certification of Compliance for Building Materials

CERTIFICATION OF COMPLIANCE FOR BUILDING MATERIALS

THIS IS TO CERTIFY, IN ACCORDANCE WITH THE ENVIRONMENTAL PROTECTION AGENCY REQUIREMENTS, THAT THE MATERIALS AND EQUIPMENT USED IN THE CONSTRUCTION OF THE: LOYALTON ELEMENTARY SCHOOL FOR THE SIERRA COUNTY OFFICE OF EDUCATION, LOYALTON, CALIFORNIA, ARE ASBESTOS FREE AND ARE, THEREFORE, NOT SUBJECT TO MONITORING FOR ASBESTOS CONTAMINATION.

PROJECT NAME:
ADDRESS:

CONTRACTOR:
ADDRESS:

SIGNATURE:
TITLE:

CERTIFICATION OF COMPLIANCE FOR BUILDING MATERIALS

CLEANING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included:

1. Maintain premises and public properties free from accumulations of waste, debris, and rubbish caused by operations.
2. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all sight-exposed surfaces. Leave Project clean and ready for occupancy.

1.2 QUALITY ASSURANCE:

- A. Standards: Cleanliness of Project and disposal of refuse shall be in accordance with applicable codes, laws and ordinances.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.1 DURING CONSTRUCTION:

- A. Execute cleaning to ensure that building, grounds and public properties are maintained free from accumulations of waste materials and rubbish.
- B. At reasonable intervals during progress of work, clean site and public properties and dispose of waste materials, debris and rubbish.
- C. Provide on-site containers for collection of waste materials, debris and rubbish.
- D. Remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas.
- E. No burning on site.

3.2 FINAL CLEANING

- A. For final cleaning employ experienced workmen or professional cleaners.
- B. Remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials from exposed interior and exterior finished surfaces. Polish surfaces so designated to shine finish.
- C. Repair, patch and touch up marred surfaces to specified finish to match adjacent surfaces.

GUARANTEES

1.1 DESCRIPTION

- A. Contractor shall guarantee that the work done under this Specification in accordance with Paragraph 18 of the General Conditions.
- B. Guarantees shall be in the form outlined below and shall be submitted in duplicate by the Subcontractor and Contractor and submitted on his own letterhead.

GUARANTY-WARRANTY FOR _____

We hereby warranty and the General Contractor guarantees that the _____

has been done in accordance with the Bid Document and that the Work as installed will fulfill the requirements of the guaranty-warranty included in the Specification. We agree to repair/replace any or all of our work together with any other adjacent work, which may be displaced or damaged by so doing that may prove to be defective in its workmanship or materials within a period of _____

years from date of written Notice of Completion of the above-named without any expense to the Owner, ordinary wear and tear and unusual abuse or neglect excepted. In the event of our failure to comply with above-mentioned conditions within twenty-four (24) hours, or within additional time as allowed by the Owner, after being notified in writing by the Owner or his agent, we collectively or separately, do hereby authorize the Owner to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

Signed: _____
Subcontractor

Countersigned: _____
Contractor

BID FORM – ASPHALT PARKING LOT & ACCESS WAY

Package 1: Loyalton Elementary School – County Office Parking Lot area

Work to be completed in parking lots, entry/exit area and LES/LHS Access Way.		
LES/CO Entire Lots and Entry/Exit lanes.	SF	\$
Overlay 2-inches	SF	\$
Remove and replace handicap signs with bollards and signs (signs must meet KCMO code)	4-inches diameter x 36-inches high	\$
Repaint striping on both lots	See MARKING specification	\$
LES/LHS Access Way	SF	\$
Overlay 2-inches	SF	\$

Total Package 1: \$ _____

This work is to be completed between June 18, 2018 and August 17, 2018.

All work not completed by August 17, 2018 shall result in a \$1,000.00 per diem penalty to be deducted by the County from final payment.

Prices as bid on this form shall include total dollar amounts to cover work as specified, including labor, materials, overhead and profit.

COMPANY: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

PRINT NAME: _____

SIGNATURE: _____ DATE: _____

BID FORM – LOYALTON ELEMENTARY SCHOOL PLAYGROUND

Package 2: Loylton Elementary School playground/Basketball Court area

Work to be completed in parking lots and entry/exit area.		
LES Playground/basketball court area	SF	\$
Overlay 2-inches	SF	\$
Remove and replace basketball poles/hoops		\$
Repaint striping/key areas	See MARKING specification	\$

Total Package 2: \$ _____

This work is to be completed between June 18, 2018 and August 17, 2018.

All work not completed by August 17, 2018 shall result in a \$1,000.00 per diem penalty to be deducted by the County from final payment.

Prices as bid on this form shall include total dollar amounts to cover work as specified, including labor, materials, overhead and profit.

COMPANY: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

PRINT NAME: _____

SIGNATURE: _____ DATE: _____

BID FORM – CONCRETE FRONT ENTRANCE AND STAIRS

Package 3: Loyaltan Elementary School Entrance and Stairs

Work to be completed in parking lots and entry/exit area.		
LES entry way and stairs	SF	\$
Overlay 2-inches	SF	\$
		\$
Repaint markings and striping	See MARKING specification	\$

Total Package 3: \$ _____

This work is to be completed between June 18, 2018 and August 17, 2018.

All work not completed by August 17, 2018 shall result in a \$1,000.00 per diem penalty to be deducted by the County from final payment.

Prices as bid on this form shall include total dollar amounts to cover work as specified, including labor, materials, overhead and profit.

COMPANY: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

PRINT NAME: _____

SIGNATURE: _____ DATE: _____

BID FORM – COMBINATION ASPHALT & CONCRETE

Package 1 thru 3:

Total: \$ _____

This work is to be completed between June 18, 2018 and August 17, 2018.

All work not completed by August 17, 2018 shall result in a \$1,000.00 per diem penalty to be deducted by the County from final payment.

Prices as bid on this form shall include total dollar amounts to cover work as specified, including labor, materials, overhead and profit.

COMPANY: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

PRINT NAME: _____

SIGNATURE: _____ DATE: _____

PROPOSAL FORM

PROPOSAL TO DO CERTAIN WORK

Name of Construction Firm

ASPHALT AND CONCRETE REPLACEMENT AT
SIERRA COUNTY OFFICE OF EDUCATION PARKING LOT
LOYALTON ELEMENTARY SCHOOL PARKING LOT
LOYALTON ELEMENTARY/HIGH SCHOOL ACCESS WAY
LOYALTON ELEMENTARY SCHOOL PLAYGROUND/BASKETBALL COURT AREA
LOYALTON, SIERRA COUNTY, CALIFORNIA

Sealed Bids will be received until 3:00 P.M., APRIL 30, 2018 at the Sierra County Office of Education, 109 Beckwith Road, Loyalton, CA 96118.

TO: THE GOVERNING BOARD OF TRUSTEES FOR
SIERRA COUNTY OFFICE OF EDUCATION

Ladies/Gentlemen:

The undersigned hereby proposes and agrees to furnish any and all required labor, materials, equipment, transportation, and services for the Asphalt and Concrete Replacement Project at the above named sites located in Loyalton, Sierra County, California, in strict conformity with the Contract Documents on file at the Owner's office.

BASE PROPOSAL:

_____ DOLLARS (\$ _____)

NOTE: The Contract shall be awarded to the lowest responsible bidder, based upon the amount of the Base Proposal, and any accepted Alternate Bids. Alternate Bids if any, will be accepted in the numerical order that they are presented.

TIME OF COMPLETION:
WORK TO COMMENCE ON OR AFTER JUNE 18, 2018
WORK TO BE COMPLETED NO LATER THAN AUGUST 17, 2018

The undersigned understands that the Owner will incur substantial damages and expenses, should the work not be completed by the aforesaid date of completion. The undersigned has read, understands and agrees to the liquidated damages set forth in the General Conditions to the contract and also in the Supplemental Conditions of the contract. Work not completed by deadline of August 17, 2018 will be subject to a penalty of \$1,000 per diem until completion, amount will be deducted from bid total.

The undersigned hereby agrees to sign said contract and furnish the necessary bonds within Fourteen (14) days after Notice of Award of said Contract.

The undersigned has examined the location of the proposed work and is familiar with the Plans, Specifications, and other Contract Documents and to local conditions at the place where the work is to be done.

The undersigned has checked carefully all the above figures and understands that the Board of Trustees of the above referenced project will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Enclosed find bidder's bond, certified check no. _____ or Cashier's Check No. _____ of the
_____ Bank, for \$ _____

The contract herein contains provisions, which permit the contractor to substitute securities for any monies withheld by the district to insure performance under this contract, as required by Section 22300 of the Public Contract Code.

ADDENDA:

The undersigned agrees that all Addenda received and acknowledged herein shall become a part of and included in this proposal. This proposal includes the following addenda:

NOS.

NAME OF FIRM: _____

TYPE OF FIRM: _____
(Corporation, Partnership, etc.)

ADDRESS: _____
(Physical and P.O. Box, if applicable)

CITY, STATE & ZIP CODE: _____

PHONE NO. _____ FAX NO. _____

LICENSE NO. _____ EXP. DATE _____

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAW OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE & CORRECT.

Dated: _____

Contractor's Signature

Corporate Seal (if a Corporation)

NONCOLLUSION AFFIDAVIT TO BE
EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
) ss.
County of)

_____, being first duly sworn, deposes and says that he
(Name)

or she is _____ of _____
 (Title) (Company Name)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid , and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

BY: _____

IV: AGREEMENT & BOND FORMS:

AGREEMENT:

THIS AGREEMENT, made and entered into the _____ day of _____, _____, by and between _____, _____, **FIRST PARTY, SOMETIMES HEREINAFTER CALLED THE OWNER, AND** _____, SECOND PARTY, sometimes hereinafter called the CONTRACTOR.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

1. The Advertisement for Bids, this Agreement, Proposal, List of Sub-Contractors, General Conditions, Supplementary General Conditions, Labor and Material and Faithful Performance Bonds, attached hereto, and Specifications and all Modifications and amendments thereof, are incorporated herein by this reference. An Addenda requirement shown in any of said Documents is as binding as though occurring in all. They are intended to be coordinated and to describe and provide for a complete Work. Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently explained in said Documents or should any of said Documents appear to be conflicting, the CONTRACTOR shall apply to the OWNER for such further explanation as may be necessary, and shall conform to them as part of the Contract. The decisions of the OWNER as to the true meaning of said Documents shall be final.
2. The said CONTRACTOR agrees to furnish all tools, equipment, apparatus, facilities, transportation, labor, and material other than material agreed to be furnished by the OWNER, if any, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the Work:

Including:

as called for, and in the manner designed in, and in strict conformity with this Agreement.

AGREEMENT - Continued:

3. It is understood and agreed that said tools, equipment, apparatus, facilities, transportation, labor and materials shall be furnished and said Work performed and completed as required in said Contract Documents under the direction and supervision of and subject to the approval of the OWNER.
4. The OWNER agrees to pay and the CONTRACTOR agrees to accept in full payment for the work above agreed to be done, the sum of:
5. Failure of the OWNER to exercise any right hereunder or to require compliance with any provision hereof by CONTRACTOR, shall not be deemed a waiver of such right, and shall not relieve the CONTRACTOR from its obligation to perform each and every covenant and condition hereunder, nor from damage or other remedies for failure to perform or meet the obligations of this Agreement.
6. CONTRACTOR and all subcontractors shall keep accurate payroll records and shall comply with all payroll record and other requirements set forth in California Labor Code Section 1776. CONTRACTOR shall be responsible for compliance with Labor Code Section 1776.
7. Pursuant to Public Contract Code Section 22300, at the request and expense of the CONTRACTOR, CONTRACTOR has the option to deposit securities as a substitute for retention earning being withheld by OWNER. The parties agree that if CONTRACTOR exercises this option, they will enter into the Escrow Agreement set forth in Public Contract Code Section 22300. A true and correct copy of Public Contract Code Section 22300 is attached hereto as Exhibit "A" and fully incorporated by reference.
8. CONTRACTOR agrees there shall be no discrimination in the employment of persons pursuant to this contract because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or

AGREEMENT - Continued:

sex of such persons, except as provided in Section 12940 of the Government Code. CONTRACTOR understands that every contractor for public works that violates Government Code Section 12940 is subject to all the penalties imposed for a violation of that chapter. CONTRACTOR also agrees to comply with all Federal regulations in its employment practices and activities with regard to race, color, national origin, ancestry, religion, marital status, sex, age, or physical handicap under Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1975, the Equal Pay Act of 1963, Title IX of the 1972 Education Amendments, and Executive Order 11246 as amended by 11375.

9. TIME OF COMPLETION: August 17, 2018

10. LIQUIDATED DAMAGES: Refer to Supplementary General Conditions.

IN WITNESS WHEREOF, the said Board of Trustees of the _____, has caused this Agreement to be subscribed by its duly authorized officer, in its behalf, and the said party of the Second Part has signed this Agreement, the day and year first above written.

NOTE:

If the Contractor executing this Agreement is a corporation, a certified copy of the by-laws, or of the Resolution of the Board of Directors, authorizing the officers of said Corporation to execute this Contractor and the Bonds required thereby, must be annexed hereto.

BOND FOR LABOR AND MATERIALS

KNOW ALL PEOPLE BY THESE PRESENTS, THAT WE

the Contractor in the Contract

hereto annexed as Principal, and

As surety, are

Held and firmly bound unto the

, OWNER

, CALIFORNIA, in the sum of

lawful money of the United States for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated:

The Conditions of the above obligation is that if said principal as Contractor in the contract hereto annexed, or his or its subcontractor, fails to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for, or about the performance of the work contracted to be done by said contractor namely to furnish all tools, equipment, apparatus, facilities, transportation, labor and materials, if any, necessary to perform and complete in a good workmanlike manner the Work of

Including:

in strict conformity with the terms and conditions set forth in the contract hereto annexed, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work, or labor, or for any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his Sub-Contractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, said surety will pay for the same in an amount not exceeding the sum hereinabove set forth, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the courts. This bond is executed in accordance with the requirements of Chapter 7, Section 3247 through 3252 of the Civil Code, and is subject to the provisions thereof, and shall inure to the benefit of any and all persons, companies and corporations entitled to file claim under and by virtue of the provisions of Section 3181 of the Civil Code, or to their assigns; and

BOND FOR LABOR AND MATERIALS - Continued

the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or to addition the terms of the contract or to the Work to be performed thereunder or the Contract Documents accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of any contract or to the Work of the Contract Documents.

CONTRACTOR

Attorney-In-Fact

BOND OF FAITHFUL
PERFORMANCE

KNOW ALL PEOPLE BY THESE PRESENTS, THAT WE

Contract annexed, as principal, and

, the Contractor in the

as surety, are held and firmly bound unto the
, OWNER,

, CALIFORNIA in the sum of

lawful money of the United States, for which payment, well and truly to be made, we
bond ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated:

The conditions of the above obligation is that said principal as contractor in the contract
hereto annexed shall faithfully perform each and all of the conditions of said contract to be
performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation,
labor and materials necessary to perform and complete, and to perform and complete in a
good workmanlike manner, the Work of

Including:

in strict conformity with the terms and conditions set forth in the contract hereto annexed, then
this obligation shall be null and void-otherwise to remain in full force and effect; and the said
surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract or to the Work to be performed thereunder or
the Contract Documents with any changes thereto accompanying the same shall in any wise
affect its obligation on this bond, and it does hereby waive notice of any such change,
extension of time alteration or addition to the terms of the contract or to the contract or to the
Work of the Contract Documents.

Surety further agrees, in case suit is brought upon this bond, that it will pay, in addition to the basic obligation herein, a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs, and to be included in the judgment therein rendered.

CONTRACTOR

Attorney-In-Fact

"ATTACHMENT A"
PART 5
WITHHELD CONTRACT FUNDS
[Added Stats 1988 ch 1408 sec 11.]

22300. Permissible substitution of securities; Payment of retentions earned.

(a) Provisions shall be included in any invitation for bid and in any contract documents to permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract provided that substitution of securities provisions shall not be required in contracts in which there will be financing provided by the Farmers Home Administration of the United State's Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921 et seq.), and where federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such moneys to the contractor. Upon satisfactory completion of the contract, the securities shall be returned to the contractor

(b) Alternatively, the contractor may request and the owner shall make payment of retentions earned directly to the escrow agent at the expense of the contractor. At the expense of the contractor, the contractor may direct the investment of the payments into securities and the contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the contractor. Upon satisfactory completion of the contract, the contractor shall receive from the escrow agent all securities interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section. The contractor shall pay to each subcontractor, not later than 20 days of receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, or the amount of retention withheld to insure the performance of the contractor.

(c) Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and the public agency.

The contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Failure to include these provisions in bid and contract documents shall void any provisions for performance retentions in a public agency contract.

For purposes of this section, the term "public agency" shall include, but shall not be limited to, chartered cities.

(d) The Legislature hereby declares that the provisions of this section are of statewide concern and are necessary to encourage full participation by contractors in public contract procedures.

(e) The escrow agreement used hereunder shall be null, void, and unenforceable unless it is substantially similar to the following form:

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between
_____ whose address is _____
_____ hereinafter called "Owner",
_____ whose address is _____
_____ hereinafter called "Contractor", and
_____ whose address is _____
_____ hereinafter called "Escrow Agent".

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22200 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the contractor, the owner shall make payments of the retention earnings directly to the escrow agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial Owner.

(2) The Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the owner makes payment of retentions earned directly to the escrow agent, the escrow agent shall hold them for the benefit of the contractor until such time as the escrow created under this contract is terminated. The contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the owner pays the escrow agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the contractor. Upon seven days' written notice to the escrow agent from the owner of the default, the escrow agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (4) to (6), inclusive, of this agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

(11) OPTIONS FOR ESCROW PAYMENTS:

OPTION NO. 1: _____ Total Amount of Retention.

OPTION NO. 2: _____ Owner to make Payments based on amount of Retention.

On behalf of Owner:	On Behalf of Contractor	On Behalf of Escrow Agent
Title	Title	Title
Name	Name	Name
Signature	Signature	Signature
Address	Address	Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement. IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner:

Title

Name

Signature

Contractor:

Title

Name

Signature

Added Stats 1988 ch 1408 sec 11, operative until January 1, 1992.

Note - For declaration of existing law, see 1988 Note following Pub Con C 22000 et seq.

Note 2 - State 1988 ch 1408 provides: The transfer of provisions of law from the Government Code to the Public Contract Code made by Sections 1, 2, 10, and 11 of this act does not constitute a change in, but is declaratory of the existing law.

DRAFT

POLICY GUIDE SHEET

April 2018

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

BP/AR 1312.3 - Uniform Complaint Procedures

(BP/AR revised)

Policy updated to list all state and federal programs subject to the uniform complaint procedures (UCP) as specified in the Federal Program Monitoring instrument, reflect **NEW LAW (AB 699)** which includes immigration status as a prohibited basis for discrimination, and reflect **NEW LAW (AB 365)** which authorizes the use of UCP for alleged noncompliance with certain educational rights of children of military families. Policy also revised to clarify that, although complaints of employment discrimination are not subject to UCP, the district has an obligation to investigate such complaints using other district procedures. Regulation updated to reflect a requirement in AB 365 that the annual UCP notice include the educational rights of children of military families. Regulation also clarifies that any individual, public agency, or organization may file a complaint alleging violation of law regarding applicable state or federal programs, and deletes references to Office of Civil Rights resources on sexual violence which have been withdrawn.

AR 3514.2 - Integrated Pest Management

(AR revised)

Regulation updated to clarify the applicability of integrated pest management requirements to child care facilities, delete an outdated date by which the annual training requirement became effective, and add requirement for pesticide-specific training. Regulation also reflects **NEW STATE REGULATION (Register 2017, No. 45)** which prohibits growers from making certain agricultural pesticide applications within one-quarter mile of a school site between 6:00 a.m. and 6:00 p.m. on weekdays and requires such growers to annually notify the principal regarding pesticides it expects to use during the year.

BP/AR 5022 - Student and Family Privacy Rights

(BP/AR revised)

Policy updated to add options formerly in AR regarding the disclosure of students' personal information for marketing purposes. Policy also reflects state law which prohibits the collection of social security numbers or the last four digits of social security numbers for such purposes and **NEW LAW (AB 699)** which prohibits the collection of information regarding the citizenship or immigration status of students or their families. Regulation reflects **NEW LAW (AB 677)** which prohibits the removal of questions pertaining to sexual orientation and/or gender identity from a voluntary survey that already contains such questions.

BP/E 5145.6 - Parental Notifications

(BP/E revised)

Policy updated to reflect federal law applicable to districts participating in certain federal programs which requires that parental notifications be presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand. Policy also revised to reflect state law requiring that parental notifications be written in the primary language, in addition to English, whenever 15 percent or more of the students enrolled in a school speak a single primary language other than English. Exhibit updated to reflect notices required by **NEW LAW**, including notices related to students' right to a free public education regardless of immigration status or religious beliefs (**AB 699**), the employee code of conduct related to employee interactions with students (**AB 500**), the district's meal payment policy (USDA Memorandum SP-23-2017), a student's identification as a long-term English learner (**AB 81**), a negative balance in a student's meal account (**SB 250**), educational rights of children of military families (**AB 365**), and any excessive level of lead found in drinking water (**AB 746**). Two legal cites renumbered pursuant to federal law and regulations.

BP 6162.5 - Student Assessment

(BP revised)

Policy updated to reflect **NEW LAW (AB 1035)** which addresses the use and purpose of interim and formative assessments that are part of the California Assessment of Student Performance and Progress, prohibits their use for high-stakes purposes as defined, and requires that teachers who administer the assessments have access to all pertinent functions and information.

Sierra County/Sierra-Plumas Joint USD

Board Policy

Community Relations

BP 1312.3

The Board of Education UNIFORM COMPLAINT PROCEDURES

Note: To address prohibited discrimination and violations of state and federal laws governing educational programs, 5 CCR 4621 mandates districts to adopt uniform complaint procedures (UCP) consistent with the state's complaint procedures specified in 5 CCR 4600-4670. Pursuant to 5 CCR 4610, the UCP must meet specified requirements for investigating and resolving complaints alleging (1) noncompliance with state and federal laws and regulations governing educational programs; (2) noncompliance with state law prohibiting the charging of student fees; and (3) unlawful discrimination (such as discriminatory harassment, intimidation, and bullying). Although some bullying incidents may not fall within the provisions of 5 CCR 4610, BP 5131.2 - Bullying strongly recommends that districts use the UCP to investigate all bullying incidents, regardless of whether there is an allegation of discriminatory bullying, to ensure consistent implementation by district staff. It is not always easy or possible for staff to know prior to an investigation whether a student was bullied because of his/her actual or perceived membership in a legally protected class. After investigation, bullying incidents found to involve unlawful discrimination would then be resolved using the UCP. Districts that are concerned about the capacity of a single district compliance officer to handle a possible increase in the number of UCP complaints, or that prefer to handle certain incidents at the school site level whenever possible, may designate multiple compliance officers in accordance with the accompanying administrative regulation.

Education Code 52075 mandates districts to adopt policies and procedures implementing the use of the UCP to investigate and resolve complaints alleging noncompliance with requirements related to the local control and accountability plan. For plan requirements, see BP/AR 0460 - Local Control and Accountability Plan. In addition, state law authorizes the use of the UCP to resolve complaints of noncompliance with laws related to accommodations for lactating students; educational rights of foster youth, homeless students, former juvenile court school students, and children of military families; assignment of students to courses without educational content; and physical education instructional minutes, as specified in items #3 and #6-9 below. Finally, a district should adopt policies and procedures implementing the use of the UCP to investigate and resolve complaints alleging retaliation in response to a complaint.

The California Department of Education (CDE) monitors district programs and operations for compliance with these requirements through its Federal Program Monitoring (FPM) process. The FPM consists of a review of (1) written district policies and procedures for required statements, including prohibition of discrimination (such as discriminatory harassment, intimidation, and bullying) against students pursuant to Education Code 234.1; and (2) records of required activities, such as annual notification provided to students, parents/guardians, employees, and other school community members.

The U.S. Department of Education's Office for Civil Rights (OCR) enforces Title II of the Americans with Disabilities Act (20 USC 12101-12213), Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000e-17), Title IX of the Education Amendments Act of 1972 (20 USC 1681-1688), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and the Age Discrimination Act of 1975 (42 USC 6101-6107). OCR has issued guidance describing federal requirements for discrimination complaint procedures. OCR requires such procedures to be "prompt and equitable." The factors OCR examines to evaluate each district's procedures are specified in the accompanying administrative regulation, including whether and how the procedures (1) provide notice of the procedures to the district's students, parents/guardians, and employees; (2) ensure adequate, reliable, and impartial investigation of complaints; (3) contain reasonably prompt timeframes for major stages of the complaint process; (4) provide notice to the complainant of the resolution of the complaint; and (5) provide an assurance that action will be taken to prevent recurrence of any discrimination found and to correct its effects.

The following policy and accompanying administrative regulation reflect all components required by law and are consistent with CDE's Sample UCP Board Policies and Procedures and the FPM instrument. Additional details

provided herein may help school districts and county offices of education during a compliance check by CDE or in the event that a CDE or OCR investigation occurs.

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

Complaints Subject to the UCP

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

Note: The FPM process includes a review of the district's policies and procedures to determine whether all district programs and activities that are subject to the UCP, as listed in the FPM instrument, are addressed. Item #1 lists all programs identified on the FPM instrument and should be revised to reflect the programs offered by the district. If the district does not list all such programs in its policy, it is required to comment in the FPM which programs and activities are not in operation.

1. Any complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, ~~after school education and safety programs, migrant education~~After School Education and Safety programs, agricultural vocational education, American Indian education centers and early childhood education program assessments, bilingual education, peer assistance and review programs for teachers, career technical and technical education and training programs, child care and development programs, child nutrition programs, ~~special compensatory education programs,~~ consolidated categorical aid programs, Economic Impact Aid, English learner programs, federal education programs in Title I-VII, migrant education, Regional Occupational Centers and Programs, school safety plans, special education programs, State Preschool Programs, Tobacco-Use Prevention Education programs, and any other district-implemented program which is listed in Education Code 64000(a) ~~(5-CCR 4610)~~

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3555 - Nutrition Program Compliance)

(cf. 5131.62 - Tobacco)

~~(cf. 5141.4 - Child Abuse Prevention and Reporting)~~

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6159 - Individualized Education Program)

(cf. 6171 - Title I Programs)

(cf. 6174 - Education for English Learners)

(cf. 6175 - Migrant Education Program)

(cf. 6178 - Career Technical Education)

(cf. 6178.1 - Work-Based Learning)

(cf. 6178.2 - Regional Occupational Center/Program)

(cf. 6200 - Adult Education)

Note: As amended by AB 699 (Ch. 493, Statutes of 2017), Education Code 200, 220, and 234.1 expressly include immigration status as a prohibited basis for discrimination in district programs and activities. See BP 0410 - Nondiscrimination in District Programs and Activities.

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any student, employee, or other person participating in district programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, ~~or~~ parental status, physical or mental disability, 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, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

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

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)

(cf. 5146 - Married/Pregnant/Parenting Students)

4. Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

(cf. 3260 - Fees and Charges)

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

5. Any complaint alleging district noncompliance with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

6. Any complaint, by or on behalf of any student who is a foster youth, alleging district noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the district's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173.1 - Education for Foster Youth)

Note: Items #7-8 are for use by districts that maintain high schools.

As amended by AB 365 (Ch. 739, Statutes of 2017), Education Code 51225.1 and 51225.2 authorize the use of the UCP for any complaint alleging the district's noncompliance with specified educational rights of children of military families.

7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, ~~alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)~~

~~(cf. 6173 - Education for Homeless Children)~~

8. ~~Any complaint, by or on behalf of~~ a former juvenile court school student, or a child of a military family as defined in Education Code 49701 who transfers into the district after his/her second year of high school, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in ~~the juvenile court~~ another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)

~~(cf. 6173 - Education for Homeless Children)~~

~~(cf. 6173.2 - Education of Children of Military Families)~~

~~(cf. 6173.3 - Education for Juvenile Court School Students)~~

98. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student in grades 9-12 to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)

~~(cf. 6152 - Class Assignment)~~

109. Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223)

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

~~11~~ Note: 5 CCR 4621 mandates that district policy ensure that complainants are protected from retaliation as specified in item #10 below.

10. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

~~12~~ Note: Pursuant to 5 CCR 4610, a district may, at its discretion, use the UCP to investigate and resolve other complaints.

11. Any other complaint as specified in a district policy

Note: 5 CCR 4631 authorizes the district to utilize alternative dispute resolution (ADR) methods, including mediation, to resolve complaints before initiating a formal investigation. However, the district should ensure that

any ADR it uses, particularly "in-person ADR," is appropriate for the particular situation. For example, in some instances (e.g., sexual assault), face-to-face mediation should not be used, even if all parties voluntarily agree, given the risk that a student might feel pressured to "voluntarily" agree to it. The following **optional** paragraph provides for a neutral mediator and should be revised to reflect district practice.

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. ADR such as mediation may 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 sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

Note: The following paragraph is **mandated** pursuant to 5 CCR 4621. Appropriate disclosure will vary in each case depending on the facts and circumstances.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if he/she is different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

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

Note: It is important to maintain records of all UCP complaints and the investigations of those complaints. If the district is ever investigated by OCR or CDE, these are important documents in demonstrating that the district has complied with federal law, state law, and its own policies and regulations.

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints in accordance with applicable law and district policy.

(cf. 3580 - District Records)

Non-UCP Complaints

Note: 5 CCR 4611 details complaint issues that are not subject to the UCP. Such issues include, but are not limited to, allegations of child abuse, health and safety complaints regarding a child development program, allegations of fraud, and employment discrimination complaints.

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
3. Any complaint alleging fraud shall be referred to the Legal, Audits and Compliance Branch of the California Department of Education.

Note: Complaints of employment discrimination shall be sent to the California are not subject to the UCP. Instead, pursuant to 2 CCR 11023, the district must establish an impartial and prompt process for addressing such complaints. In addition, 5 CCR 4611 requires that employment discrimination complaints be referred to the Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer (DFEH). See AR 4030 - Nondiscrimination in Employment for applicable complaint procedures.

4. _____

Any complaint alleging fraud employment discrimination or harassment shall be referred to investigated and resolved by the California Department of district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment.

Note: Education Code 35186 requires the district to use the UCP, with modifications, to investigate and resolve complaints related to the issues stated in the following paragraph (i.e., "Williams complaints"). Because Education Code 35186 sets forth different timelines for investigation and resolution of these kinds of complaints than the timelines specified in law for other uniform complaints, CDE has created a separate uniform complaint process for the Williams complaints. See AR 1312.4 - Williams Uniform Complaint Procedures for the separate procedure.

In addition, the district's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve anyAny complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments: shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
 222 Reasonable accommodations; lactating students
 8200-8498 Child care and development programs
 8500-8538 Adult basic education
 18100-18203 School libraries
32280-32289 School safety plan, uniform complaint procedures
33380-33384 California Indian Education Centers
 35186 Williams uniform complaint procedures
44500-44508 California Peer Assistance and Review Program for Teachers
 48853-48853.5 Foster youth
 48985 Notices in language other than English
 49010-49013 Student fees
 49060-49079 Student records
 49069.5 Rights of parents
 49490-49590 Child nutrition programs
49701 Interstate Compact on Educational Opportunity for Military Children
 51210 Courses of study grades 1-6
 51223 Physical education, elementary schools
 51225.1-51225.2 Foster youth, homeless children, ~~and~~ former juvenile court school students, and military-
connected students; course credits; graduation requirements
51226-51226.1 Career technical education
 51228.1-51228.3 Course periods without educational content
 52060-52077 Local control and accountability plan, especially:
 52075 Complaint for lack of compliance with local control and accountability plan requirements
 52160-52178 Bilingual education programs
 52300-~~52490~~ 52462 Career technical education
 52500-52616.24 Adult ~~schools~~ 54400 schools
54000-54029 Economic Impact Aid
54400-54425 Compensatory education programs
 54440-54445 Migrant education
 54460-54529 Compensatory education programs
 56000-~~56867~~ 56865 Special education programs
 59000-59300 Special schools and centers
 64000-64001 Consolidated application process
GOVERNMENT CODE
 11135 Nondiscrimination in programs or activities funded by state
 12900-12996 Fair Employment and Housing Act
HEALTH AND SAFETY CODE
104420 Tobacco-Use Prevention Education
PENAL CODE
 422.55 Hate crime; definition
 422.6 Interference with constitutional right or privilege
CODE OF REGULATIONS, TITLE 2
 11023 Harassment and discrimination prevention and correction
CODE OF REGULATIONS, TITLE 5
 3080 Application of section
 4600-4687 Uniform complaint procedures
 4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
 1221 Application of laws
 1232g Family Educational Rights and Privacy Act
 1681-1688 Title IX of the Education Amendments of 1972
 6301-~~6577~~ 6576 Title I basic programs
 6801-7014 Title III language instruction for limited English proficient and immigrant students
 7101-7184 Safe and Drug-Free Schools and Communities Act
 7201-7283g Title V promoting informed parental choice and innovative programs
 7301-7372 Title V rural and low-income school programs

12101-12213 Title II equal opportunity for individuals with disabilities

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy Act

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

CODE OF FEDERAL REGULATIONS, TITLE 34

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

110.25 Notification of nondiscrimination on the basis of age

Management Resources:

[CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS](#)

[Sample UCP Board Policies and Procedures](#)

[U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS](#)

[Dear Colleague Letter: Title IX Coordinators, April 2015](#)

[Questions and Answers on Title IX and Sexual Violence, April 2014](#)

[Dear Colleague Letter: Bullying of Students with Disabilities, August 2013](#)

[Dear Colleague Letter: Sexual Violence, April 2011](#)

[Dear Colleague Letter: Harassment and Bullying, October 2010](#)

[Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001](#)

[U.S. DEPARTMENT OF JUSTICE PUBLICATIONS](#)

[Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin](#)

[Discrimination Affecting Limited English Proficient Persons, 2002](#)

[WEB SITES](#)

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

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

Family Policy Compliance Office: <http://familypolicy.ed.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/ocr>

U.S. Department of Justice: <http://www.justice.gov>

Policy

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SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

SIERRA COUNTY OFFICE OF EDUCATION

Sierraville, California

Loyalton, California

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Sierra County/Sierra-Plumas Joint USD

Administrative Regulation

Community Relations

AR 1312.3

UNIFORM COMPLAINT PROCEDURES

Note: 5 CCR 4621 mandates that the district's uniform complaint procedures (UCP) be consistent with the procedures of 5 CCR 4600-4687. Additionally, Education Code 52075 mandates districts to adopt policies and procedures implementing the use of the UCP to investigate and resolve complaints alleging noncompliance with requirements related to the local control and accountability plan (LCAP).

Furthermore, a number of federal civil rights statutes and their implementing regulations mandate districts to adopt policies and procedures for the prompt and equitable resolution of complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). For example, all districts are mandated pursuant to 28 CFR 35.107 to adopt policy and procedures to address discrimination on the basis of disability, while districts that receive federal financial assistance are mandated pursuant to 34 CFR 106.8 and 34 CFR 110.25 to adopt such policies and procedures to address discrimination on the basis of sex and age. Some of the factors considered by the U.S. Department of Education's Office for Civil Rights (OCR) when determining whether a district's procedures are "prompt and equitable" are addressed throughout the following administrative regulation.

Apart from these mandates, state law authorizes the use of the UCP to resolve complaints of noncompliance with laws related to accommodations for lactating students; prohibition against the charging of student fees; educational rights of foster youth, homeless students, former juvenile court school students, and children of military families; assignment of students to courses without educational content; and physical education instructional minutes, as specified in the accompanying Board policy.

Except as the Governing Board of Education 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 BP 1312.3.

(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

Note: 5 CCR 4621 mandates the district to identify in its policies and procedures the person(s), position(s), or unit(s) responsible for ensuring compliance with applicable state and federal laws and regulations governing educational programs, including the receiving and investigating of complaints alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and retaliation. During its Federal Program Monitoring (FPM) process, California Department of Education (CDE) staff will check to ensure that the district's procedures list the specific title(s) of the employee(s) responsible for receiving and investigating complaints. Districts should identify the specific title(s) of the compliance officer(s) in the space provided below. If a district identifies multiple compliance officers, it is recommended that one be designated the "lead compliance officer."

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s) also serve as the compliance officer(s) specified in AR 5145.3 -

Nondiscrimination/Harassment as the responsible employee(s) to handle complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). The individual(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)

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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 applicable, if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which he/she has a bias or conflict of interest that would prohibit him/her from fairly investigating or resolving 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.

Note: 5 CCR 4621 mandates that the district's policy provide that employees responsible for compliance and/or for investigating and resolving complaints are knowledgeable about the laws and programs at issue in the complaints they are assigned. OCR requires that the compliance officer(s) involved in implementing discrimination complaint procedures be knowledgeable about the procedures and be able to explain them to parents/guardians and students. They must also have training or experience in handling discrimination complaints, including appropriate investigative techniques and understanding of the applicable legal standards.

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 (such as discriminatory 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. ~~5 CCR 4621~~

(cf. 4331 - Staff Development)

(cf. 9124 - Attorney)

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. 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)

Note: 5 CCR 4622 requires the district to include specified information in its annual UCP notice to students, parents/guardians, employees, and others. Education Code 51225.1-51225.2, as amended by AB 365 (Ch. 739, Statutes of 2017), require that the notice include information about specified educational rights of children of military families who transfer into the district after their second year of high school. Districts that do not maintain high schools may revise the following paragraph to delete notification related to the rights of homeless students, former juvenile court school students, and children of military families.

During the FPM process, CDE staff will check to ensure that the district's policy contains a statement ensuring annual dissemination of notice of the district's UCP to the persons specified below. A sample of the annual notice is available through the CDE web site. In addition, 28 CFR 35.107, 34 CFR 106.8, and 34 CFR 110.25 require the district to publish its complaint procedures covering unlawful discrimination.

The Superintendent or designee shall annually provide written notification of the district's UCP; including 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. The notification shall include information regarding the prohibition of discrimination, harassment, intimidation, and bullying; unlawful student fees; local control and accountability plan (LCAP) requirements; and requirements related to the educational rights of foster youth, homeless students, and former juvenile court school students to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties, and children of military families. (Education Code 262.3, 48853, 48853.5, 49010-49013, 49069.5, 51225.1, 51225.2, 52075; 5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 1220 - Citizen Advisory Committees)

(cf. 3260 - Fees and Charges)

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

(cf. 5145.6 - Parental Notifications)

(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)

Note: During the FPM process, CDE staff will check the notice to ensure that it contains a summary of the complaint procedures as specified in items #1-4 below.

~~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 policy, regulation, forms, and notices concerning the UCP 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.~~

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal antidiscrimination laws, if applicable
3. Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination (such as discriminatory harassment, intimidation, or bullying).
4. Include statements that:
 - a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.
 - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.
 - c. A complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) must be filed not later than six months from the date it occurred, or six months from the date 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.

- d. Complaints should be filed in writing and signed by the complainant. If a complainant is unable to put his/her complaint in writing, for example, due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint.
- e. If a complaint is not filed in writing but the district receives notice of any allegation that is subject to the UCP, the district shall take affirmative steps to investigate and address the allegations, in a manner appropriate to the particular circumstances.

If the allegation involves retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and the investigation confirms that discrimination has occurred, the district will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the complainant, and on others, if appropriate.

- f. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.

Note: Education Code 52075 requires that information regarding LCAP requirements be included in the district's annual notification. See BP/AR 0460 - Local Control and Accountability Plan for details of the LCAP and specific requirements for its adoption and implementation.

- g. The Board is required to adopt and annually update the LCAP in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.

Note: Pursuant to Education Code 48853, 48853.5, and 49069.5, as well as 51225.1-51225.2 as amended by AB 365 (Ch. 739, Statutes of 2017), the UCP notice must include information regarding certain educational rights of foster youth, homeless students, former juvenile court school students, and children of military families, as provided in items #4h and i below. Pursuant to Education Code 48853.5, CDE is required to develop a standardized notice of the rights of foster youth in consultation with the California Foster Youth Education Task Force, and to make it available for dissemination by posting it on its Internet Web site.

- h. A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from school, as well as the responsibilities of the district liaison for foster youth to ensure and facilitate these requirements and to assist the student in ensuring proper transfer of his/her credits, records, and grades when he/she transfers between schools or between the district and another district.
- i. A foster youth, homeless student, ~~or~~ former juvenile court school student, or child of a military family who transfers into a district high school or between district high schools as applicable shall be notified of the district's responsibility to:

- (1) Accept any coursework or part of the coursework that the student has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency, and to issue full or partial credit for the coursework completed
 - (2) Not require the student to retake any course or a portion of a course which he/she has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency
 - (3) If the student has completed his/her second year of high school before the transfer, provide the student information about district-adopted coursework and Board-imposed graduation requirements from which he/she may be exempted pursuant to Education Code 51225.1
- j. The complainant has a right to appeal the district's decision to ~~the~~CDE by filing a written appeal within 15 calendar days of receiving the district's decision.

Note: Pursuant to federal law, including 34 CFR 106.8, the district is required to establish "prompt and equitable" procedures for investigating and resolving complaints alleging unlawful discrimination. The following statement reflects OCR's interpretation of such provisions as requiring fairness and equity not just for a complainant but for a respondent as well.

In any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the respondent also shall have the right to file an appeal with ~~the~~CDE in the same manner as the complainant, if he/she is dissatisfied with the district's decision.

- k. The appeal to ~~the~~CDE must include a copy of the complaint filed with the district and a copy of the district's decision.

Note: CDE staff will review the notice during the FPM process to ensure that the public is made aware of the district's obligation to provide copies of the UCP free of charge pursuant to 5 CCR 4622.

- l. Copies of the district's UCP are available free of charge.

Note: The following paragraph may be modified to reflect district practice. Pursuant to Education Code 221.61, districts are required to post information related to Title IX on their web sites, including specified information about complaint procedures under Title IX. See AR 5145.3 - Nondiscrimination/Harassment. A district that does not maintain a web site may comply by posting the information on the web site of its county office of education. A comprehensive list of rights based on the provisions of the federal regulations implementing Title IX can be found in Education Code 221.8. In addition, in its April 2015 Dear Colleague Letter: Title IX Coordinators, OCR recommends that districts use web posting and social media to disseminate their nondiscrimination notices, policies, and procedures and communicate current compliance officer(s)' contact information to students, parents/guardians, and employees.

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)

Note: Both federal and state laws contain requirements for translation of certain information and documents. Title VI of the Civil Rights Act of 1964 requires school districts to ensure meaningful access to their programs and activities by persons with limited English proficiency. OCR has interpreted this to require that, whenever information is provided to parents/guardians, districts must notify limited-English-proficient (LEP) parents/guardians in a language other than English in order to be adequate. OCR enforces this requirement consistent with the Department of Justice's 2002 Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. Under the Guidance, a recipient of federal funds has an obligation to provide language assistance to LEP individuals based on balancing four factors: (1) the number or proportion of LEP individuals likely to encounter the program, (2) the frequency with which LEP individuals come in contact with the program, (3) the nature and importance of the services provided by the program, and (4) the resources available to the recipient. State law is more specific than federal law: Education Code 48985 requires translation of certain information and documents if 15 percent or more of students enrolled in the school speak a single primary language other than English.

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 policy, regulation, forms, and notices concerning the UCP 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.

District Responsibilities

Note: 5 CCR 4631 requires that UCP complaints be investigated and completely resolved within 60 calendar days of the receipt of the complaint. Pursuant to 5 CCR 4640, when a UCP complaint is erroneously sent to CDE without first being filed with the district, the 60-day period specified in 5 CCR 4631 begins when the district receives the complaint.

All UCP-related complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)

Note: The following paragraph reflects recommendation by OCR to ensure equity in the resolution process of a complaint alleging unlawful discrimination and may be modified to reflect district practice.

For complaints alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall inform the respondent when the complainant agrees to an extension of the timeline for investigating and resolving the complaint.

The compliance officer shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

All parties involved in the allegations shall be notified when a complaint is filed and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) confidential except when disclosure is necessary to carry out the investigation, take subsequent corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)

All complainants shall be protected from retaliation.

Filing of Complaints

Note: Complaints filed under the UCP may be filed directly with a compliance officer or with any site administrator not designated as a compliance officer. For example, acts of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may initially be reported to a principal. See AR 5145.3 - Nondiscrimination/Harassment and AR 5145.7 - Sexual Harassment. If a site administrator not designated as a compliance officer receives a UCP complaint, he/she must notify a compliance officer. A district may also establish a site-level process for receiving informal reports about incidents for which a UCP complaint may be filed and notifying students and parents/guardians of their right to file a UCP complaint. Any site-level process established by a district should be in writing and distributed in the same manner as the grievance procedures listed herein with an explanation of how it interacts with the UCP complaint process.

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 him/her in the filing of the complaint. (5 CCR 4600)

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

1. A complaint alleging district violation of applicable state or federal law or regulations governing ~~adult education~~the programs, ~~consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs~~ specified in the accompanying Board policy (item #1 of the section "Complaints Subject to the UCP") may be filed by any individual, public agency, or organization. (5 CCR 4630)

Note: Education Code 49013 mandates districts to adopt procedures that allow for anonymous complaints to be filed when a district allegedly violates the prohibition against the charging of student fees. Pursuant to Education Code 52075, anonymous complaints are permitted with regard to the LCAP, as long as evidence, or information leading to evidence, to support the allegation of noncompliance is provided in the complaint.

2. Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay 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. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)

3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges that he/she personally suffered the unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged unlawful discrimination occurred, or six months from the date when 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)
4. When a complaint alleging unlawful discrimination (such as discriminatory 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.

Note: OCR's Revised Sexual Harassment Guidance indicates that if a complainant in a sexual harassment case requests that his/her name or that of the victim not be revealed to the alleged perpetrator or asks that the complaint not be pursued, the district should first inform the complainant that honoring the request may limit its ability to respond and pursue disciplinary action against the alleged perpetrator. The OCR publication acknowledges that situations may exist in which a district cannot honor a student's request for confidentiality, but cautions that, in all instances, the district must still continue to ensure that it provides a safe and nondiscriminatory environment for all students. Districts should consult legal counsel before honoring a confidentiality request to withhold the victim's name from the alleged perpetrator, especially in the case of alleged sexual assault. These guiding principles would also apply to harassment on the basis of race, gender, disability, or other protected characteristic.

5. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when he/she is not the complainant, requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the conduct or take other necessary action. When 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

Note: The following section should be used only by those districts that have decided to establish procedures for attempting to resolve complaints through alternative dispute resolution procedures such as mediation; see the accompanying Board policy. The following section may be modified to specify the alternative dispute resolution method and timelines used within the district.

Within three business days after the compliance officer receives the complaint, he/she may informally discuss with all the parties the possibility of using mediation. 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 (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to make the mediator a party to 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 his/her 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 ~~to~~upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Note: 5 CCR 4631, which requires the district to provide the complainant with the opportunity to present relevant information, does not provide any timeline. Thus, the timeline specified below may be modified to reflect district practice.

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 his/her representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or his/her 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.

Note: In his/her investigation, the compliance officer should consider all relevant circumstances, such as how the misconduct affected one or more students' education; the type, frequency, and duration of the misconduct; the identity, age, and sex of the individuals involved in and impacted by the conduct and the relationship between them; the number of persons engaged in the conduct and at whom the conduct was directed; the size of the school, location of the incidents, and context in which they occurred; and other incidents at the school involving different individuals.

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 additional evidence or information received from the parties during the course of the investigation. He/she 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 both parties of the status of the investigation.

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

Note: 5 CCR 4631 allows the district to dismiss a complaint when the complainant refuses to provide the investigator with relevant documents or otherwise obstructs the investigation. 5 CCR 4631 also provides that, if the district refuses to provide the investigator with access to records or other documents, the investigator may issue a finding in favor of the complainant. During the FPM process, CDE staff will check to ensure that both of these statements regarding the provision of access to information are included in the district's policy or procedures, as specified below.

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 engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent'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 engagement in 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)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in 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)

Note: In determining the truth of any allegation, the district should apply the correct standard of proof to the situation. For example, with allegations of unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) or retaliation, OCR uses the "preponderance of the evidence" (more likely than not) standard. Any standard of proof that is more rigorous than required by law could subject a district to liability.

The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.

Report of Findings

Note: Pursuant to 5 CCR 4631, the district's written decision must be sent to the complainant within 60 calendar days of receiving the complaint. Option 1 below is for districts that do not allow complainants to appeal the compliance officer's decision to the Governing Board. Option 2 is for districts that allow appeals to the Board, and it requires the compliance officer's decision within 30 calendar days so that the Board's decision can still be given within the 60-day time limit.

OPTION 1:

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant, and respondent if there is one, a written report, as described in the section "Final Written Decision" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

OPTION 2:

Unless extended by written agreement with the complainant, a final decision shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five business days, file his/her complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. When required by law, the matter shall be considered in closed session. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

Note: Pursuant to 5 CCR 4631, only a complainant has the right to receive a written report, and to file his/her complaint with the Board if dissatisfied with the compliance officer's decision. However, OCR has recommended that the same rights be extended to a respondent to a complaint alleging unlawful discrimination, to ensure the process is equitable for all involved. Districts that selected Option 1 should delete reference to filing of a complaint with the Board in the following paragraph.

In resolving any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent also shall be sent the district's decision and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

Final Written Decision

The district's decision on how it will resolve the complaint shall be in writing and shall be sent to the complainant and respondent. (5 CCR 4631)

Note: The Family Educational Rights and Privacy Act (FERPA) (20 USC 1232g; 34 CFR 99.1-99.67) protects student privacy, including student records containing details of the actions taken in response to a UCP complaint. However, pursuant to 20 USC 1221, FERPA may not "be construed to affect the applicability of Title VI of the Civil Rights Act of 1964, Title IX of Education Amendments of 1972, Title V of the Rehabilitation Act of 1973, the Age Discrimination Act, or other statutes prohibiting discrimination, to any applicable program." In February 2015, the Family Policy Compliance Office (FPCO), the federal agency which administers FERPA, released a letter concluding that FERPA permits a district to disclose to a student who was subjected to unlawful discrimination certain information about the sanctions imposed upon the offender when the sanctions directly

relate to that student. Thus, if properly remedying the impact of discrimination would require disclosing to the alleged victim certain information on how the district disciplined the alleged student offender (e.g., an order that the alleged offender stay away from the alleged victim), FPCO interprets FERPA as allowing the district to disclose that information.

Given the potential liability from improperly disclosing such information, districts are advised to consult with legal counsel when presented with a situation where a victim of unlawful discrimination requests information about sanctions imposed upon the offender.

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

Note: Education Code 48985 requires that reports sent to parents/guardians be written in their primary language when 15 percent or more of a school's enrolled students speak a single primary language other than English. During the FPM process, CDE staff will check to ensure compliance with this requirement. Based on Title VI of the Civil Rights Act of 1964, OCR requires districts to ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

Note: 5 CCR 4631 and guidance provided by OCR specify components that should be part of the district's decision. Inclusion of these items will help protect the district's position in case of an appeal to CDE, a complaint submitted to OCR, or if litigation is filed.

For all complaints, the decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
 - a. Statements made by any witnesses
 - b. The relative credibility of the individuals involved
 - c. How the complaining individual reacted to the incident
 - d. Any documentary or other evidence relating to the alleged conduct
 - e. Past instances of similar conduct by any alleged offenders
 - f. Past false allegations made by the complainant
2. The conclusion(s) of law
3. Disposition of the complaint

4. Rationale for such disposition

For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

- a. ~~How~~The manner in which the misconduct affected one or more students' education
 - b. The type, frequency, and duration of the misconduct
 - c. The relationship between the alleged victim(s) and offender(s)
 - d. The number of persons engaged in the conduct and at whom the conduct was directed
 - e. The size of the school, location of the incidents, and context in which they occurred
 - f. Other incidents at the school involving different individuals
5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the decision may, as required by law, include:

- a. The corrective actions imposed on the respondent
 - b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.
 - c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence
6. Notice of the complainant's and respondent's right to appeal the district's decision to ~~the~~ CDE within 15 calendar days, and procedures to be followed for initiating such an appeal

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

Note: During the FPM process, CDE staff will expect to see a statement detailing a complainant's right to pursue civil law remedies (i.e., action in a court of law) in addition to or in conjunction with the right to pursue administrative remedies from CDE.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

1. He/she 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 ~~the~~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 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.

For complaints involving retaliation or unlawful discrimination (such as discriminatory 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
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
9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may 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
6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law

When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory 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.

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 (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

Note: Generally, when a complaint is found to have merit, an appropriate remedy is provided to the complainant or other affected person. However, in certain instances, the law may require a remedy to be provided to all affected persons, not just the complainant or subject of the complaint. For example, pursuant to Education Code 49013 and 5 CCR 4600, if the district, or CDE on appeal, finds merit in the complaint alleging noncompliance with the law regarding student fees and charges, the district is required to provide a remedy to all affected students and parents/guardians, as specified below. The same requirement applies to allegations of noncompliance with the LCAP requirements, pursuant to Education Code 52075, and to noncompliance with required instructional minutes for elementary students' physical education, pursuant to Education Code 51223. Districts that do not maintain elementary schools should delete reference to physical education from the following paragraph.

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

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes for students in elementary schools, 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, 51223, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, 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

Note: 5 CCR 4632-4633 provide that any complainant may appeal the district's decision to CDE, as provided below. Pursuant to Education Code 49013, the district is **mandated** to adopt procedures that include the right to appeal to CDE, in accordance with 5 CCR 4632, when a complainant is dissatisfied with the district's decision on his/her complaint alleging noncompliance with the law that prohibits districts from requiring students to pay fees, deposits, or charges for their participation in educational activities. Such procedures are also **mandated** by Education Code 52075 with regard to complaints alleging noncompliance with requirements related to the LCAP.

Authority to appeal the district's decision is also available to a complainant who alleges noncompliance with laws regarding (1) the provision of reasonable accommodation to a lactating student; (2) the educational rights of foster youth, homeless students, former juvenile court school students, and children of military families; (3) the assignment of a high school student to a course without educational content; and (4) the required instructional minutes for elementary students' physical education, as specified in items #3 and #6-9 of the accompanying Board policy.

Any complainant who is dissatisfied with the district's final written decision of a complaint regarding any specified federal or state educational program subject to the UCP may file an appeal in writing with ~~the~~CDE within 15 calendar days of receiving the district's decision. (Education Code 222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075; 5 CCR 4632)

Note: Although not required pursuant to 5 CCR 4631-4633, OCR recommends that the right to appeal the district's decision to CDE be extended to the respondent to an allegation of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) to ensure fairness for all parties involved. The following paragraphs reflect OCR's recommendation.

When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the district's final written decision, he/she, in the same manner as the complainant, may file an appeal with ~~the~~CDE.

The complainant or respondent shall specify the basis for the appeal of the decision and ~~whether~~how the facts of the district's decision are incorrect and/or the law has been misapplied. The appeal shall be ~~accompanied by~~sent to CDE with a copy of the original locally filed complaint and a copy of the district's decision- in that complaint. (5 CCR 4632)

Upon notification by ~~the~~ CDE that the complainant or respondent has appealed the district's decision, the Superintendent or designee shall forward the following documents to ~~the~~CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the written decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision

4. 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
5. A report of any action taken to resolve the complaint
6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by ~~the~~ CDE

Note: CDE may directly intervene in a complaint without waiting for action by the district when certain conditions exist, including the following: (1) the complainant alleges failure to comply with the UCP, including failure to follow the required timelines and failure to implement the final written decision; (2) the complainant requires anonymity due to the possibility of retaliation and would suffer immediate and irreparable harm if a complaint was filed and the complainant was named; (3) the complainant alleges that he/she would suffer immediate and irreparable harm as a result of an application of a districtwide policy that is in conflict with state or federal law and that filing a complaint would be futile; (4) the complainant alleges failure to comply with the due process procedures established pursuant to special education law and regulation to implement a due process hearing order; (5) the complainant alleges facts that indicate that one or more students may be in immediate physical danger or that the health, safety, or welfare of one or more students is threatened; or (6) the complainant alleges failure to follow a student's individualized education program.

Regulation

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SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
SIERRA COUNTY OFFICE OF EDUCATION
Sierraville, California
Loyalton, California

Policy Reference UPDATE Service

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Sierra County/Sierra-Plumas Joint USD

Administrative Regulation

Business and Noninstructional Operations

AR 3514.2

INTEGRATED PEST MANAGEMENT

Note: The ~~Superintendent or designee shall designate an employee at~~ following administrative regulation reflects the ~~district office~~ Healthy Schools Act of 2000 (Education Code 17608-17614; Food and/or school site to develop, implement, and coordinate an integrated pest management (IPM) program that incorporates Agriculture Code 13180-13188), which encourages the use of effective, least toxic pest management practices. ~~The IPM coordinator shall prepare and regularly update a districtwide or school site IPM plan based~~ for the control and management of pests on ~~the template provided by the~~ school campuses. The California Department of Pesticide Regulation (DPR) ~~has established an integrated pest management (IPM) program for use by school districts, including a model program guidebook, a template for an IPM plan, and a web site containing a comprehensive directory of resources describing and promoting the use of IPM practices.~~

Definitions

Integrated pest management (IPM) means a strategy that focuses on long-term prevention or suppression of pest problems through a combination of techniques such as monitoring for pest presence and establishing treatment threshold levels, using nonchemical practices to make the habitat less conducive to pest development, improving sanitation, and employing mechanical and physical controls. (Education Code 17609; Food and Agricultural Code 13181)

(cf. 3510 - Green School Operations)

School site means any facility used as a child day care facility or for kindergarten, elementary, or secondary school purposes and includes the buildings or structures, playgrounds, athletic fields, vehicles, or any other area of property visited or used by students. (Education Code 17609)

Program Components

The Superintendent or designee shall designate an employee at the district office and/or school site to develop, implement, and coordinate an IPM strategy that incorporates effective, least toxic pest management practices.

The IPM coordinator shall prepare and annually update a districtwide or school site IPM plan based on the template provided by the California Department of Pesticide Regulation (DPR).

The IPM plan shall include the name of the district and/or school IPM coordinator, the pesticides expected to be applied at the school site by district employees and/or pest control applicators, and a date that the plan shall be reviewed and, if necessary, updated. (Education Code 17611.5)Pesticides

The district shall use pesticides that pose the least possible hazard and are effective in a manner that minimizes risks to people, property, and the environment ~~are~~. Such pesticides shall only be used ~~only~~ after careful monitoring indicates they are needed according to pre-established guidelines and treatment thresholds. (~~Education Code 17609;~~ Food and Agricultural Code 13181)

Note: Pursuant to Education Code 17610.5, certain pesticides are exempt from the notification, recordkeeping, and reporting requirements of Education Code 17611 and 17612. The exempted products are listed in 3 CCR 6147 and on the DPR's web site.

The IPM plan and this administrative regulation shall not apply to reduced-risk pesticides, including self-contained baits or traps, gels or pastes used for crack and crevice treatments, antimicrobials, and pesticides exempt from registration by law. (Education Code 17610.5; 3 CCR 6147)

Note: The following list reflects IPM ~~coordinator shall not use any pesticide that is prohibited~~ measures recommended by the DPR ~~or~~ in its California School IPM Model Program Guidebook and by the U.S. Environmental Protection Agency, ~~as listed on the DPR web site.~~ (Education Code 17610.1) (EPA) and may be modified to reflect district practice.

Program Components

The district's program shall include, but not necessarily be limited to, the following components:

1. Identifying and monitoring pest population levels and identifying practices that could affect pest populations. Strategies for managing the pest shall be influenced by the pest species and whether that species poses a threat to people, property, or the environment.
2. Setting action threshold levels to determine when pest populations or vegetation at a specific location might cause unacceptable health or economic hazards that would indicate corrective action should be taken.
3. Modifying or eliminating pest habitats to deter pest populations and minimize pest infestations.
4. Considering a full range of possible alternative cost-effective treatments. Such alternative treatments may include taking no action or controlling the pest by physical, horticultural, or biological methods. Cost or staffing considerations alone will not be adequate justification for the use of chemical control agents.
5. Selecting nonchemical pest management methods over chemical methods whenever such methods are effective in providing the desired control or, when it is determined that chemical methods must be used, giving preference to those chemicals that pose the least hazardous effects to people and the environment.

Note: Education Code 17610.1 prohibits districts from using certain pesticides identified by DPR or EPA that have been granted only a conditional or interim registration or an experimental use permit, have had their

registration cancelled or suspended, or are being phased out of use. A list of pesticides prohibited for use on school sites can be found on DPR's web site.

No pesticide that is prohibited by DPR or the U.S. Environmental Protection Agency, as listed on the DPR web site, shall be used at a school site. (Education Code 17610.1)

6. Limiting pesticide purchases to amounts needed for the year. Pesticides shall be stored at a secure location that is not accessible to students and unauthorized staff. They shall be stored and disposed of in accordance with state regulations and ~~label directions registered with the Environment Protection Agency (EPA) as well as any disposal requirements indicated on the product label~~product label directions.

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

7. Informing parents/guardians and employees regarding pesticide use as described in the sections "Notifications" and "Warning Signs" below.
8. Ensuring that persons applying pesticides follow label precautions and are sufficiently trained in the principles and practices of IPM as described in the section "Training" below.

~~*(cf. 4231 - Staff Development)*~~

~~Beginning July 1, 2016,~~9. Evaluating the effectiveness of treatments to determine if revisions to the IPM plan are needed.

Training

The IPM coordinator and any employee or contractor who ~~intends~~may be designated to apply a pesticide at a school site shall annually complete a DPR-approved training course on IPM and the safe use of pesticides in relation to the unique nature of school sites and children's health. (Education Code 17614; Food and Agricultural Code 13186.5)

~~*(cf. 4231 - Staff Development)*~~

Any district employee who handles pesticides shall also receive pesticide-specific safety training prior to applying pesticides and annually thereafter in accordance with 3 CCR 6724.

Notifications

Note: Education Code 17612 requires the district to annually issue a written notification to employees and parents/guardians containing the information specified in items #1-6 below; see E 4112.9/4212.9/4312.9 - Employee Notifications and E 5145.6 - Parental Notifications. A sample notification is available on the DPR web site. Education Code 17612 clarifies that the district is not required to issue the notice through first-class mail unless no other method is feasible. Pursuant to Education Code 17612 and 48980.3, the district may satisfy this requirement by including the notification in its annual parental notification.

Staff and parents/guardians of students enrolled at a school site shall be annually notified, in writing, regarding pesticide products expected to be applied at the school site in the upcoming year. -The notification shall include at least the following: (Education Code 17612)

1. The name of each pesticide product expected to be applied in the upcoming year and the active ingredient(s) in it
2. The Internet address (<http://www.cdpr.ca.gov/schoolipm>) used to access information on pesticides and pesticide use reduction developed by the DPR pursuant to Food and Agricultural Code 13184
3. If the school has posted its IPM plan, the Internet address where the plan may be found
4. The opportunity to view a copy of the IPM plan in the school office
5. An opportunity for interested persons to register to receive prior notification of each application of a pesticide at the school site
6. Other information deemed necessary by the IPM coordinator

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 3517 - Facilities Inspection)

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

(cf. 5145.6 - Parental Notifications)

Whenever a person registers to receive notice of individual pesticide application pursuant to item #5 above, the IPM coordinator shall notify such registered persons of individual pesticide applications at least 72 hours prior to the application. The notice shall include the product name, the active ingredient(s) in the product, and the intended date of application. (Education Code 17612)

If a pesticide product not included in the annual notification is subsequently intended for use at a school site, the IPM coordinator shall provide written notification of its intended use to staff and parents/guardians of students enrolled at the school, at least 72 hours prior to the application. (Education Code 17612)

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

If a school chooses to use a pesticide not exempted pursuant to Education Code 17610.5, it shall post the school or district IPM plan on the school's web site or, if the school does not have a web site, then on the district web site. If neither the school nor district has a web site, then the IPM plan shall be included with the annual notification sent to staff and ~~parents/guardians pursuant to Education Code 17612 as described above. The plan shall include the name of the school designee or IPM coordinator, the pesticides applied at the school site by school or district employees and hired pest control applicators, and a date when the plan shall be reviewed and updated as necessary. When not required, the IPM coordinator may post or distribute the IPM plan at his/her discretion. (Education Code 17611.5)~~

parents/guardians pursuant to Education Code 17612 as described above. When not required, the IPM coordinator may post or distribute the IPM plan at his/her discretion. (Education Code 17611.5)

Note: Education Code 17612 exempts emergency conditions from strict compliance with the notification requirements. However, the IPM coordinator must make every effort to provide the required notification for an application of a pesticide under emergency conditions.

Whenever the IPM coordinator deems that the immediate use of a pesticide is necessary to protect the health and safety of students, staff, or other persons at the school site, he/she shall make every effort to provide the required notifications prior to the application of the pesticide. (Education Code 17612)

Warning Signs

Note: Education Code 17612 requires posting of a warning sign in each area of a school site where pesticides will be applied. A sample warning sign can be found on the DPR web site.

The IPM coordinator shall post a warning sign at each area of the school site where pesticides will be applied that shall be visible to all persons entering the treated area. -The sign shall be posted at least 24 hours prior to the application and shall remain posted until 72 hours after the application. The warning sign shall prominently display the following information: (Education Code 17612)

1. The term "Warning/Pesticide Treated Area"
2. The product name, manufacturer's name, and the EPA's product registration number
3. Intended areas and dates of application
4. Reason for the pesticide application

When advance posting is not possible due to an emergency condition requiring immediate use of a pesticide to protect the health and safety of students, staff, or other persons or the school site, the warning sign shall be posted immediately upon application and shall remain posted until 72 hours after the application. (Education Code 17609, 17612)

Records

Note: Food and Agricultural Code 13186 requires pest control operators to report the use of pesticides at a school site to the county agricultural commissioner or director. Pursuant to Education Code 17611, any pesticide use that is not included in the report submitted pursuant to Food and Agricultural Code 13186 must be reported to DPR by the school designee as provided below. The form that must be used for this report is available on DPR's web site.

At the end of each calendar year, the IPM coordinator shall submit to ~~the~~ DPR, on a form provided by ~~the~~ DPR, a copy of the records of all pesticide use at the school site for that year, excluding any pesticides exempted by law and any pesticide use reported by the pest control operator pursuant to

Food and Agricultural Code 13186. The IPM coordinator may submit more frequent reports at his/her discretion. (Education Code 17611)

Each school site shall maintain records of all pesticide use at the school for four years, and shall make the information available to the public, upon request, in accordance with the California Public Records Act. ~~Such records~~ A school may ~~be maintained~~ meet this requirement by retaining a copy of the warning sign posted for each pesticide application with a recording on that copy of the amount of the pesticide used. (Education Code 17611)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Pesticide Use near School Site

Note: 3 CCR 6690-6692, as added by Register 2017, No. 45, prohibit the operator of the property (i.e., the grower) from making certain agricultural pesticide applications within one-quarter mile of a school site Monday through Friday between 6:00 a.m. and 6:00 p.m. Exceptions may apply based on the type of pesticide used, the application equipment used, and scheduled closures of the school, unless alternative restrictions are specified in a written agreement between the principal, grower, and county agricultural commissioner. Pursuant to 3 CCR 6692, a grower must notify the principal by April 30 each year, or within 30 days of a new purchase or lease of a field, regarding the pesticides that it expects to use within one-quarter mile of the school site from July 1 of the current year through June 30 of the subsequent year. The grower may use pesticides not listed in the annual notification as long as it amends the notification at least 48 hours before use. The following section addresses actions that the school may take upon receiving such notification, and may be revised to reflect district practice. Questions regarding pesticide safety should be directed to the county agricultural commissioner.

Upon receiving notification pursuant to 3 CCR 6692 that a grower expects to use agricultural pesticides within one-quarter mile of a school site Monday through Friday from 6:00 a.m. to 6:00 p.m., the principal or designee shall notify the Superintendent or designee, IPM coordinator, staff at the school site, and parents/guardians of students enrolled at the school.

The principal or designee may communicate with any grower within one-quarter mile of the school to request that the grower not apply pesticides during evenings or weekends when school activities are scheduled.

~~BUSINESS AND PROFESSIONS CODE~~

~~8593.2 Licensed pest control operators; training requirements~~

Legal Reference:

EDUCATION CODE

17366 Legislative intent (fitness of buildings for occupancy)

17608-17614 Healthy Schools Act of 2000

48980 Notice at beginning of term

48980.3 Notification of pesticides

BUSINESS AND PROFESSIONS CODE

~~8593.2 Licensed pest control operators; training requirements~~

FOOD AND AGRICULTURAL CODE

11401-12408 Pest control operations and agricultural chemicals

13180-13188 Healthy Schools Act of 2000

GOVERNMENT CODE3543.2 *Scope of representation; right to negotiate safety conditions*6250-6270 *California Public Records Act*CODE OF REGULATIONS, TITLE 36147 *Pesticides exempted from registration requirements*6690-6692 *Pesticide use near school sites*6724 *Training of employees handling pesticides*CODE OF REGULATIONS, TITLE 8340-340.2 *Employer's obligation to provide safety information*UNITED STATES CODE, TITLE 7136-136y *Insecticide, Fungicide and Rodenticide Act**Management Resources:*CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION PUBLICATIONSCalifornia School IPM Model Program GuidebookHealthy Schools Act Requirements for Public K-12 SchoolsSchool District Integrated Pest Management Plan TemplateU.S. ENVIRONMENTAL PROTECTION AGENCYProtecting Children in Schools from Pests and Pesticides, 2002Pest Control in the School Environment: ~~Adopting~~ ~~Implementing~~ Integrated Pest Management, 1993 (IPM), May 2017WEB SITESCalifornia Department of Education: <http://www.cde.ca.gov>California Department of Pesticide Regulation, School IPM: <http://www.cdpr.ca.gov/schoolipm>U.S. Environmental Protection Agency, Integrated Pest Management at Schools: [http](http://www.epa.gov/pesticides/ipm/managing-pests-schools)<https://www.epa.gov/pesticides/ipm/managing-pests-schools>

Regulation

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SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

SIERRA COUNTY OFFICE OF EDUCATION

Loyalton, California

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Sierra County/Sierra-Plumas Joint USD

Board Policy

Students _____ BP 5022

~~The Board of Education~~ STUDENT AND FAMILY PRIVACY RIGHTS

Note: 20 USC 1232h, the Protection of Pupil Rights Act (PPRA), mandates that any district receiving funds from a program administered by the U.S. Department of Education (USDOE) adopt a policy regarding the (1) administration of surveys and physical exams/screenings, (2) right of parents to inspect instructional materials, and (3) collection of personal information for marketing purposes. See the accompanying administrative regulation for additional requirements pertaining to these topics.

The Governing Board respects the rights of district students and their parents/guardians with regard to the privacy of their personal beliefs and the confidentiality of their personal information. ~~The Superintendent or designee shall develop regulations to ensure compliance with law when the district requests, retains, discloses, or otherwise uses the personal information of its students and their families.~~

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5021 - Noncustodial Parents)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

(cf. 6162.8 - Research)

The ~~regulations shall, at a minimum, address the following: (20 USC 1232h)~~

~~1. Whether the district Superintendent or designee may collect the, disclose, or use students' personal information for the exclusive purpose of developing, evaluating, or providing educational products or services for or to students for marketing or sale or educational institutions, such as the following: (20 USC 1232h)~~

- ~~1. _____ College or other postsecondary education recruitment or military recruitment~~
- ~~2. _____ How Book clubs, magazines, and programs providing access to low-cost literary products~~
- ~~3. _____ Curriculum and instructional materials used by elementary and secondary schools~~
- ~~4. _____ Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments~~

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

5. The sale by students of products or services to raise funds for school-related or education-related activities

(cf. 1321 - Solicitation of Funds from and by Students)

6. Student recognition programs

(cf. 5126 - Awards for Achievement)

Note: 20 USC 1232h mandates that districts adopt a policy concerning the collection, disclosure, or use of collected personal information for marketing purposes. Option 1 below is for use by districts that choose to prohibit the collection of personal information for marketing purposes. Option 2 is for use by districts that choose to authorize the collection of personal information purposes.

OPTION 1:

The Superintendent or designee is prohibited from collecting, disclosing, or using a student's individually identifiable information, including his/her name, parent/guardian's name, home or other physical address, telephone number, or social security number, for the purpose of marketing or selling that information or providing the information to others for that purpose.

OPTION 2:

Note: Although 20 USC 1232h authorizes the collection, disclosure, or use of students' personal information, including social security numbers, for the purpose of marketing or selling, Education Code 49076.7 prohibits the collection of social security numbers or the last four digits of social security numbers unless otherwise required to do so by state or federal law. The collection of personal information for marketing purposes is not required by law, and thus districts should not collect social security numbers or the last four digits of social security numbers for marketing purposes.

In addition, pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), districts are prohibited from collecting information or documents regarding citizenship or immigration status of students or their families.

In addition, the Superintendent or designee may collect, disclose, or use a student's individually identifiable information, including his/her name, parent/guardian's name, home or other physical address, or telephone number for the purpose of marketing or selling that information or providing the information to others for that purpose.

However, the district shall not use surveys to collect social security numbers or the last four digits of social security numbers, or information or documents regarding citizenship or immigration status, of students or their families. (Education Code 234.7, 49076.7)

Note: The remainder of this policy is for use by all districts.

20 USC 1232h requires that the district's policy regarding student privacy be developed in consultation with parents/guardians. Such consultation could occur during meetings of the school site council or parent association or a separate committee could be convened to review the draft policy. The following paragraph may be modified to reflect district practice.

The Superintendent will administer or designee shall consult with parents/guardians regarding the development of regulations pertaining to other uses of personal information, which shall, at a minimum, address the following: (20 USC 1232h)

1. Arrangements for protecting student privacy when collecting, disclosing, or using students' individually identifiable information for any purpose

2. Arrangements to protect student privacy in the administration of surveys that may request information about the personal beliefs and practices of students and their families

3.- The rights of parents/guardians to inspect:

the following, and any applicable procedures for granting reasonable access to the following in a reasonable period of time:

a. Survey instruments requesting information about their personal beliefs and practices or those of their children

b.- Instructional materials used as part of their children's educational curriculum

4. Whether the district may administer any Note: Item #3c is for use only by districts that select Option 2 above.

c. Instruments used in the collection of personal information for the purpose of marketing or sale

4. Any nonemergency ~~invasive~~ physical examination or screening

5. Notifications that the district will provide to students and parents/guardians with respect to their privacy rights examinations

The Superintendent or designee shall consult with parents/guardians regarding screenings that the development of the procedures. (20 USC 1232h) school may administer

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committee)

(cf. 1230 - School-Connected Organizations)

Note: 20 USC 1232h mandates that the district's policy provide for reasonable notice to parents/guardians of the adoption or continued use of this policy. See the accompanying administrative regulation for additional requirements pertaining to the timing and content of such notice.

The Superintendent or designee shall notify parents/guardians of the adoption or continued use of the district's policy pertaining to the rights specified in items #1-4 above. (20 USC 1232h)

(cf. 5145.6 - Parental Notifications)

*Legal Reference:*EDUCATION CODE234.7 Student protections relating to immigration and citizenship status49076.7 Privacy of student records; social security numbers

49450-49458 Physical examinations

49602 Confidentiality of personal information received during counseling

51101 Parents Rights Act of 2002

51513 Test, questionnaire, survey, or examination concerning personal beliefs

51514 Nonremoval of survey questions pertaining to sexual orientation or gender identity

51938 Sexual Health and HIV/AIDS Prevention Education Act; notice and parental excuse

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1232h Protection of pupil rights

*Management Resources:*WEB SITESCSBA: <http://www.csba.org>California Department of Education: <http://www.cde.ca.gov>U.S. Department of Education, Family Policy Compliance Office: <http://www.ed.gov/offices/OM/fpco>

Policy

adopted: April 10, 2007

revised: May 10, 2011

revised: April 10, 2018

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

SIERRA COUNTY OFFICE OF EDUCATION

Sierraville, California

Loyalton, California

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Sierra County/Sierra-Plumas Joint USD

Administrative Regulation

Students

AR 5022

~~Collection of Personal Information for Marketing or Sale~~

~~Personal information for marketing or sale means individually identifiable information, including student's or parent/guardian's first and last name, home or other physical address (including street name and the name of the city or town), telephone number, or social security identification number. (20 USC 1232h)~~

~~District staff may administer or distribute to students a survey instrument that is designed for the purpose of collecting personal information for marketing or sale, provided that the instrument is administered in accordance with law.~~

~~Requirements regarding the collection of personal information for marketing or sale shall not apply to the collection, disclosure, or use of personal information collected from students for the purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as the following: (20 USC 1232h)~~

- ~~1. _____ College or other postsecondary education recruitment or military recruitment~~
- ~~2. _____ Book clubs, magazines, and programs providing access to low cost literary products~~
- ~~3. _____ Curriculum and instructional materials used by elementary and secondary schools~~
- ~~4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments~~

~~(cf. 6162.51 Standardized Testing and Reporting Program)~~

- ~~5. The sale by students of products or services to raise funds for school related or education related activities~~

~~(cf. 1321 Solicitation of Funds from and by Students)~~

- ~~6. _____ Student recognition programs~~

~~(cf. 5126 Awards for Achievement)~~

STUDENT AND FAMILY PRIVACY RIGHTS

Surveys Requesting Information about Beliefs and Practices

ACTIVE CONSENT

Note: Education Code 51513 provides that districts shall not administer exams, surveys, or questionnaires containing questions about a student's or his/her family's personal beliefs or practices in sex, family life, morality, and religion unless the student's parent/guardian has provided prior written consent (i.e., "active consent"). The following paragraph regarding surveys is for use by all districts and is **mandated**, pursuant to 20 USC 1232h, for districts receiving funds from a program administered by the U.S. Department of Education (USDOE).

A student's parent/guardian, or a student who is an adult or emancipated minor, shall provide prior written consent before the student is required to participate in a survey inquiring about one or more of the following: (Education Code 51513; 20 USC 1232h)

1. Political affiliations or beliefs of the student or his/her parent/guardian
2. Mental or psychological problems of the student or his/her family
3. Sexual behavior or attitudes or personal beliefs and practices in family life or morality
4. Illegal, anti-social, self-incriminating, or demeaning behavior
5. Critical appraisals of other individuals with whom the student has close family relationships
6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, or ministers
7. Religious practices, affiliations, or beliefs of the student or his/her parent/guardian
8. Income, except to the extent that income is required to be disclosed by law for participation in a program or for receiving financial assistance under such a program

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5148 - Child Care and Development)

Note: Pursuant to 20 USC 1232h, districts receiving funds from a USDOE-administered program are **mandated** to adopt a policy regarding the district's arrangements to protect student privacy in the event that a student participates in a survey requesting information about beliefs and practices as defined above.

If a student participates in such a survey requesting information about personal beliefs and practices, school officials and staff members shall not request or disclose the student's identity.

(cf. 6162.8 - Research)

PASSIVE CONSENT

~~This section applies to the administration of the California Healthy Kids Survey (CHKS) and any other survey or test consistent with California Education Code 51513; and 51938 and the federal Protection of Pupil Rights Act (PPRA), 20 USC 1232h.~~

~~*Note: Education Code 51938 creates an exception to the requirement for prior written consent for districts that administer to students in grades 7-12 anonymous, voluntary surveys regarding student health behaviors and risks upon providing written parent/guardian notification and allowing a parent/guardian to opt his/her child out of participation (i.e., "passive consent"). See sections below entitled "Parent/Guardian Access to Surveys and Instructional Materials" and "Notifications."~~

Notwithstanding ~~applicable~~the above requirements ~~stated in this policy~~for prior written consent, the district may administer to students in grades 7-12 anonymous, voluntary, and confidential research and evaluation tools to measure student health risks and behaviors, including tests and surveys about student attitudes or practices related to sex as long as parents/guardians are provided written notice and given an opportunity to request, in writing, that their child not participate. (Education Code 51938)

~~*Parents/guardians are notified in writing at the beginning of the school year about the survey and when it is to be administered, and given a reasonable opportunity to review the survey and to decline their child's participation (opt out.) Such notice shall contain all the required elements specified in the CHKS Guidebook for protection of human subjects and in the federal Protection of Pupil Rights Act.~~

~~*Parents/guardians are notified of any substantive changes in survey policies, dates, or content that occur after the initial notification.~~

~~*Questions are not added to the survey that elicit reports of parental attitudes or behaviors or any other category that requires active consent under Education Code Â§ 51513 but not exempted under Education Code Â§51938.~~

~~*Active consent (written parent/guardian authorization) must still be used if respondent data are linked to a respondent's name in any form or manner.~~Note: Pursuant to Education Code 51514, as added by AB 677 (Ch. 744, Statutes of 2017), districts that administer a voluntary survey that includes questions pertaining to sexual orientation and/or gender identity are prohibited from removing such questions.

If the district administers a voluntary survey that already includes questions pertaining to sexual orientation and/or gender identity, the Superintendent or designee shall not remove such questions. (Education Code 51514)

Parent/Guardian Access to Surveys and Instructional Materials

Note: 20 USC 1232h mandates that districts receiving funds from a USDOE-administered program adopt a policy detailing a parent/guardian's right to inspect (1) survey instruments requesting information about the parent/guardian's or his/her child's personal beliefs and practices and (2) instructional materials used as part of the educational curriculum of the parent/guardian's child, as specified below. Under California law, Education Code 51101 authorizes parental inspection of instructional materials; see AR 5020 - Parent Rights and Responsibilities. In addition, pursuant to Education Code 51938, districts that administer to students in grades 7-12 anonymous,

voluntary surveys regarding health behaviors and risks must allow parents/guardians the opportunity to review the instrument and to request that their child not participate.

Pursuant to 20 USC 1232h, those districts that authorize the collection of personal information for marketing or sale (Option 2 in the accompanying Board policy) are **mandated** to adopt a policy concerning a parent/guardian's right to inspect any instrument used for the collection of a student's personal information for purposes of marketing or selling the information.

~~If a student participates in a survey requesting information about beliefs and practices as identified above, school officials and staff members shall not request or disclose the student's identity.~~

~~(cf. 6162.8 - Research)~~

The parent/guardian of any district student, upon his/her request, shall have the right to inspect: (Education Code 51938; 20 USC 1232h)

- 1.- A survey or other instrument to be administered or distributed to his/her child that either collects personal information for marketing or sale or requests information about beliefs and practices
- 2.- Any instructional material to be used as part of his/her child's educational curriculum

(cf. 5020 - Parent Rights and Responsibilities)

Note: 20 USC 1232h **mandates** districts receiving funds from a USDOE-administered program to adopt a policy which includes procedures for providing parents/guardians reasonable access to surveys, instruments, and instructional materials within a reasonable amount of time after the request has been received. The following paragraph may be modified to reflect the district's definition of a reasonable timeline and reasonable access.

Within a reasonable period of time after receiving a parent/guardian's request, the principal or designee shall permit the parent/guardian to view the survey or other document he/she requested. A parent/guardian may view the document any time during normal business hours.

(cf. 1340 - Access to District Records)

Note: The following paragraph is optional.

No student shall be subject to penalty for his/her parent/guardian's exercise of any of the rights stated above.

Health Examinations

Note: 20 USC 1232h **mandates** a district receiving funds from a USDOE-administered program to adopt a policy on certain physical examinations or screenings that the school may administer to students. The administration of nonemergency, invasive physical examinations requires prior parental notification, as provided below. This requirement does not apply to any physical examination or screening that is permitted without parental notification by an applicable state law.

Authorized school officials may administer to any student any physical examination or screening permitted under California law. –However, no student shall be subjected to a nonemergency, invasive physical examination without prior written notice to his/her parent/guardian-, unless an applicable state law authorizes the student to provide consent without parent/guardian notification. (20 USC 1232h)

Invasive physical examination means any medical examination that involves the exposure of private body parts or any act during such examination that includes incision, insertion, or injection into the body, but does not include a properly authorized hearing, vision, or scoliosis screening. (20 USC 1232h)

(cf. 5131.61 - Drug Testing)

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

(cf. 5141.3 - Health Examinations)

(cf. 5141.32 - Health Screening for School Entry)

(cf. 5141.6 - School Health Services)

Notifications

Note: 20 USC 1232h requires that districts receiving funds from a USDOE-administered program notify parents/guardians of the following. A sample notification letter is available on the web site of the USDOE's Family Policy Compliance Office.

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians of: (20 USC 1232h)

Notifications

1. The district's policy regarding student privacy
2. The process to opt their children out of participation in any activity described in this ~~policy~~ and-administrative regulation and the accompanying Board policy
3. The specific or approximate dates during the school year when the following activities are scheduled:
 - a. Survey requesting personal information
 - b. Physical examinations or screenings

Note: Item #c below is for districts that permit the collection of personal information for marketing or sale (Option 2 in the accompanying Board policy).

- c. Collection of personal information from students for marketing or sale

Prior to administering any anonymous and voluntary survey regarding health risks and behaviors to students in grades 7-12, the district shall provide parents/guardians with written notice that the survey is to be administered. (Education Code 51938)

Parents/guardians shall also be notified of any substantive change to this policy and administrative regulation within a reasonable period of time after adoption of the change. (20 USC 1232h)

(cf. 5145.6 - Parental Notifications)

Regulation

approved: April 10, 2007

revised: May 10, 2011

revised: October 13, 2015

revised: April 10, 2018

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
SIERRA COUNTY OFFICE OF EDUCATION
Loyalton, California

Policy Reference UPDATE Service

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Sierra County/Sierra-Plumas Joint USD

Board Policy

Students

BP 5145.6

PARENTAL NOTIFICATIONS

The Governing Board of Education recognizes that notifications are essential to desires to promote effective communication between the school and the home— and to keep parents/guardians informed regarding educational programs, school operations, and the legal rights of students and their parents/guardians. The Superintendent or designee shall send ~~students and~~ parents/guardians and students all notifications required by law, ~~including notifications about their legal rights,~~ and any other notifications he/she believes will promote parental understanding and involvement.

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5022 - Student and Family Privacy Rights)

(cf. 6020 - Parent Involvement)

~~The notice required pursuant to~~ Notice of the rights and responsibilities of parents/guardians as specified in Education Code 48980 shall be sent at the beginning of each academic year and may be provided ~~either~~ by regular mail, in electronic form when so requested by the parent/guardian, or by any other method normally used ~~to communicate~~ by the district for written communication with parents/guardians ~~in writing~~. (Education Code 48981, ~~48982~~)

~~If any~~ No activity specified in Education Code 48980 ~~will be undertaken by any school during the forthcoming school term, the notice shall state that fact and the approximate date on which any such activity will occur. No such activity~~ shall be undertaken with respect to any particular student unless his/her parent/guardian has been informed of such action through the annual notification or other separate special notification. Such notice shall state the activity that will be undertaken and the approximate date on which the activity will occur. (Education Code 48983-48984)

The annual notification shall include a request that the parent/guardian sign the notice and return it to the school or, if the notice is provided in electronic format, that the parent/guardian submit a signed acknowledgment of receipt of the notice to the school. The parent/guardian's signature is an acknowledgment of receipt of the information but does not indicate that consent to participate in any particular program has been given or withheld. (Education Code 48982)

~~Notifications~~ Note: The following optional paragraph may be revised to reflect district practice.

Whenever a student enrolls in a district school during the school year, his/her parents/guardians shall be ~~written both in English and~~ given all required parental notifications at that time.

Note: The following paragraph applies to notices required for certain federal programs, including, but not necessarily limited to, Title I notices pursuant to 20 USC 6311 and 6312, notices regarding the rights of parents/guardians of students with disabilities pursuant to 34 CFR 300.503 and 300.504, and notices of the

educational rights of homeless students pursuant to 42 USC 11432. The following paragraph may be revised to reflect district practice.

Notifications shall be presented in ~~the family's~~ an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand.

Note: Pursuant to Education Code 48985, when 15 percent or more of students enrolled in a school speak a single primary language ~~when so required~~ other than English, all notices and reports sent to the parents/guardians of these students must also be written in the primary language and may be answered by ~~law~~ the parent/guardian in either language. Education Code 48985 requires the California Department of Education (CDE) to notify districts, by August 1 of each year, of the schools and the languages for which the translation of notices is required based on census data submitted to the CDE in the preceding fiscal year.

Whenever 15 percent or more of the students enrolled in a district school speak a single primary language other than English, as determined from the California Department of Education census data collected pursuant to Education Code 52164, all notices sent to the parent/guardian of any such student shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language. (Education Code 48981, 48985; ~~20 USC 6311, 6312~~)

Whenever an employee learns that a student's parent/guardian is, ~~for any reason,~~ unable to understand the district's printed notifications, for any reason, he/she shall inform the principal or designee, who shall work with the parent/guardian to establish other appropriate means of communication.

Legal Reference:

EDUCATION CODE

221.5 Prohibited sex discrimination

231.5 Sexual harassment policy

234.7 Student protections relating to immigration and citizenship status

262.3 Appeals for discrimination complaints; information regarding availability of civil remedies

310 ~~Structured~~ Language acquisition programs

313 Reclassification of English immersion program learners, parental consultation

313.2 Long-term English learner, notification

440 English language proficiency assessment; instruction in English language development

8483 Before/after school program; enrollment priorities

17288 Building standards for university campuses

17611.5-17612 Notification of pesticide use

32221.5 Insurance for athletic team members

32255-32255.6 Right to refuse harmful or destructive use of animals

32390 Fingerprint program; contracts; funding; consent of parent/guardian

33479.3 The Eric Paredes Sudden Cardiac Arrest Prevention Act

35160.5 Extracurricular and cocurricular activities

35178.4 Notice of accreditation status

35182.5 Advertising in the classroom

35183 School dress codes; uniforms

35186 Complaints concerning deficiencies in instructional materials and facilities

35211 Driver training; district insurance, parent/guardian liability

35256 School Accountability Report Card

35258 School Accountability Report Card

35291 Rules for student discipline

~~37254 Intensive instruction for students who have not passed High School Exit Examination~~

- 37616 Consultation regarding year-round schedule
- 39831.5 School bus rider rules and information
- 44050 Employee codes of conduct, employee interactions with students
- 44808.5 Permission to leave school grounds
- 46010.1 Notice regarding excuse to obtain confidential medical services
- 46014 Regulations regarding absences for religious purposes
- 46600-46611 Interdistrict attendance agreements
- 48000 Minimum age of admission
- 48070.5 Promotion or retention of students
- 48204 Residency requirements
- 48205 Absence for personal reasons
- 48206.3 Students with temporary disabilities; individual instruction; definitions
- 48207-48208 Students with temporary disabilities in hospitals
- 48213 Prior notice of exclusion from attendance
- 48216 Immunization
- 48260.5 Notice regarding truancy
- 48262 Need for parent conference regarding truancy
- 48263 Referral to school attendance review board or probation department
- 48301 Interdistrict transfers
- 48350-48361 Open Enrollment Act
- 48354 Option to transfer from school identified under Open Enrollment Act
- 48357 Status of application for transfer from school identified under Open Enrollment Act
- 48412 Certificate of proficiency
- 48432.3 Voluntary enrollment in continuation education
- 48432.5 Involuntary transfers of students
- 48850-48859 Education of foster youth and homeless students
- 48900.1 Parental attendance required after suspension
- 48904 Liability of parent/guardian for willful student misconduct
- 48904.3 Withholding grades, diplomas, or transcripts
- 48906 Notification of release of student to peace officer
- 48911 Notification in case of suspension
- 48911.1 Assignment to supervised suspension classroom
- 48912 Closed sessions; consideration of suspension
- 48915.1 Expelled students; enrollment in another district
- 48916 Readmission procedures
- 48918 Rules governing expulsion procedures
- 48929 Transfer of student convicted of violent felony or misdemeanor
- 48980 Required notification at beginning of term
- 48980.3 Notification of pesticide use
- 48981 Time and means of notification
- 48982 Parent signature acknowledging receipt of notice
- 48983 Contents of notice
- 48984 Activities prohibited unless notice given
- 48985 Notices to parents in language other than English
- 48987 Child abuse information
- 49013 Use of uniform complaint procedures for complaints regarding student fees
- 49063 Notification of parental rights
- 49067 Student evaluation; student in danger of failing course
- 49068 Transfer of permanent enrollment and scholarship record
- 49069 Absolute right to access
- 49070 Challenging content of student record
- 49073 Release of directory information
- 49073.6 Student records, social media
- 49076 Access to student records

- 49077 Access to information concerning a student in compliance with court order
- 49403 Cooperation in control of communicable disease and immunization
- 49423 Administration of prescribed medication for student
- 49451 Physical examinations: parent's refusal to consent
- 49452.5 Screening for scoliosis
- 49452.7 Information on type 2 diabetes
- 49452.8 Oral health assessment
- 49456 Results of vision or hearing test
- 49471-49472 Insurance
- 49475 Student athletes; concussions and head injuries
- 49480 Continuing medication regimen for nonepisodic conditions
- 49510-49520 Duffy-Moscone Family Nutrition Education and Services Act of 1970
- 49557.5 Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account
- 51225.1 Exemption from district graduation requirements
- 51225.2 Course credits; foster youth, homeless youth, former juvenile court school students and military-connected students
- 51225.3 Graduation requirements; courses that satisfy college entrance criteria
- 51229 Course of study for grades 7-12
- 51513 Personal beliefs; privacy
- 51938 HIV/AIDS and sexual health instruction
- 52164 Language census
- 52164.1 Census-taking methods; determination of primary language; assessment of language skills
- 52164.3 Reassessment of English learners; notification of results
- ~~52173 Bilingual education~~
- ~~52244 Advanced Placement program~~
- 54444.2 Migrant education programs; parent involvement
- 56301 Child-find system; policies regarding written notification rights
- 56321 Special education: proposed assessment plan
- 56321.5-56321.6 Notice of parent rights pertaining to special education
- 56329 Written notice of right to findings; independent assessment
- 56341.1 Development of individualized education program; right to audio record meeting
- 56341.5 Individualized education program team meetings
- 56343.5 Individualized education program meetings
- 56521.1 Behavioral intervention
- 58501 Alternative schools; notice required prior to establishment
- 60615 Exemption from state assessment
- 60641 ~~Standardized Testing~~ California Assessment of Student Performance and Reporting Program ~~Progress~~
- ~~60850 High School Exit Examination~~
- ~~60852.4 High School Exit Examination; waiver for student with disabilities~~
- 69432.9 Submission of grade point average to Cal Grant program
- CIVIL CODE
- 1798.29 District records, breach of security
- HEALTH AND SAFETY CODE
- 1596.857 Right to enter child care facility
- 104420 Tobacco use prevention
- 104855 Availability of topical fluoride treatment
- 116277 Lead testing of school drinking water
- 120365-120375 Immunizations
- 120440 Sharing immunization information
- 124100-124105 Health screening and immunizations
- PENAL CODE
- 626.81 Notice of permission granted to sex offender to volunteer on campus
- 627.5 Hearing request following denial or revocation of registration

CODE OF REGULATIONS, TITLE 5

~~850 Definitions; notification regarding use of California Modified Assessment~~
~~863 Standardized Testing and Reporting Program~~

~~852 Exemptions from state assessments~~

~~863 Reports of state assessment results~~

~~3052 Behavioral intervention~~

~~3831 General standards, Gifted and Talented Education program~~

~~4622 Notification of uniform complaint procedures~~

~~4631 Uniform complaint procedures; notification of decision and right to appeal~~

~~4702 Student transfer from school identified under Open Enrollment Act~~

~~4917 Notification of sexual harassment policy~~

~~11303 Reclassification of English learners~~

~~11309 Parental exception waivers~~

~~11511.5 English language proficiency assessment; test results~~

~~11523 Notice of proficiency examinations~~

~~18066 Child care policies regarding excused and unexcused absences~~

~~18094-18095 Notice of Action; child care services~~

~~18114 Notice of delinquent fees; child care services~~

~~18118-18119 Notice of Action; child care services~~

CODE OF REGULATIONS, TITLE 17

~~2951 Hearing tests~~

~~6040 Time period to obtain needed immunizations~~

UNITED STATES CODE, TITLE 20

~~1232g Family Educational and Privacy Rights Act~~

~~1232h Privacy rights~~

~~1415 Procedural safeguards~~

~~6311 State ~~plans~~plan~~

~~6312 Local ~~education~~educational agency plans~~

~~6316 Academic assessment and local education agency school improvement~~

~~6318 ~~Parental involvement~~Parent and family engagement~~

~~7012 Instruction in English language development~~

~~7908 Armed forces recruiter access to students~~

UNITED STATES CODE, TITLE 42

~~1758 Child nutrition programs~~

~~11431-11435 McKinney-Vento Homeless Assistance Act~~

CODE OF FEDERAL REGULATIONS, TITLE 7

~~245.5 Eligibility criteria for free and reduced-price meals~~

~~245.6a Verification of eligibility for free and reduced-price meals~~

CODE OF FEDERAL REGULATIONS, TITLE 34

~~99.7 Student records, annual notification~~

~~99.30 Disclosure of personally identifiable information~~

~~99.34 Student records, disclosure to other educational agencies~~

~~99.37 Disclosure of directory information~~

~~104.32 District responsibility to provide free appropriate public education~~

~~104.36 Procedural safeguards~~

~~104.8 Nondiscrimination~~

~~106.9 Dissemination of policy, nondiscrimination on basis of sex~~

~~200.~~61~~48 Teacher qualifications~~

~~300.300 Parent consent for special education evaluation~~

~~300.322 Parent participation in IEP team meetings~~

~~300.502 Independent educational evaluation of student with disability~~

~~300.503 Prior written notice regarding identification, evaluation, or placement of student with disability~~

~~300.504 Procedural safeguards notice for students with disabilities~~

~~300.508 Due process complaint~~

300.530 Discipline procedures

CODE OF FEDERAL REGULATIONS, TITLE 40

763.84 Asbestos inspections, response actions and post-response actions

763.93 Asbestos management plans

Management Resources:

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

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

Civil Rights Compliance and Enforcement -- Nutrition Programs and Services, FNS Instruction 113-1, 2005

WEB SITES

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

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

SIERRA COUNTY OFFICE OF EDUCATION

Sierraville, California

Loyalton, California

Policy

adopted: April 10, 2007

revised: February 12, 2013

revised: April 10, 2018

Policy Reference UPDATE Service

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Sierra County/Sierra-Plumas Joint USD

Exhibit

Students

E 5145.6

PARENTAL NOTIFICATIONS

Cautionary Notice: Government Code 17581.5 ~~relieves~~ **releases** districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of ~~2016 (SB 826, Ch. 23, Statutes of 2016)~~ **2017 (AB 97, Ch. 14, Statutes of 2017)** extends the suspension of these requirements through the ~~2016-17~~ **2017-18** fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety instruction may be suspended.

Note: The following exhibit lists notices which the law explicitly requires be provided to parents/guardians. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements. For example, see AR 1312.3 - Uniform Complaint Procedures for the contents of the annual notice regarding uniform complaint procedures as mandated by 5 CCR 4622.

~~In addition to the notices required by law, there are other notices that districts are recommended to distribute. For example, AR 5145.3—Nondiscrimination/Harassment includes an optional notice regarding the rights of transgender and gender nonconforming students. Furthermore, although the California High School Exit Examination is suspended through the 2017-18 school year pursuant to Education Code 60851.5 and therefore the notice described in Education Code 60850 is not currently required, districts may choose to notify parents/guardians of the suspension of the exam and the possibility that it could subsequently be reinstated. The exhibit does not include other notices that are recommended throughout CSBA's sample policy manual but are not required by law. The district may revise the exhibit to reflect additional notifications provided by the district.~~

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually			
Beginning of each school year	Education Code 234.7	BP 0410	Right to a free public education regardless of immigration status or religious beliefs
Beginning of each school year	Education Code 310	BP 6174 6142.2 AR 6142.2 6174	Information on the district's language acquisition programs
Beginning of each school year	Education Code 17611.5, 17612, 48980.3	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information, and, if district has no web site and uses certain pesticides, integrated pest management plan
By February 1	Education Code 35256, 35258	BP 0510	School Accountability Report Card provided

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	Education Code 35291, 48980	AR 5144 AR 5144.1	District and site discipline rules
Beginning of each school year	Education Code 44050	BP 4119.21 4219.21 4319.21	Code of conduct addressing employee interactions with students
Beginning of each school year	Education Code 46010.1	AR 5113	Absence for confidential medical services
Beginning of each school year, if district has adopted policy on involuntary transfer of students convicted of certain crimes when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	District policy authorizing transfer
Beginning of each school year	Education Code 48980	BP 6111	Schedule of minimum days and student-free staff development days
Beginning of each school year	Education Code 48980, 231.5; 5 CCR 4917	AR 5145.7	Copy of sexual harassment policy as related to students
Beginning of each school year	Education Code 48980, 32255-32255.6	AR 5145.8	Right to refrain from harmful or destructive use of animals
Beginning of each school year	Education Code 48980, 35160.5, 46600-46611, 48204, 48301, 48350-48361	BP 5111.1 AR 5116.1 AR 5117	All statutory attendance options, available local attendance options, options for meeting residency, form for changing attendance, appeals process
Beginning of each school year, if Board allows such absence	Education Code 48980, 46014	AR 5113	Absence for religious exercises or purposes
Beginning of each school year	Education Code 48980, 48205	AR 5113 BP 6154	Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed; full text of Education Code 48205
Beginning of each school year	Education Code 48980, 48206.3, 48207, 48208	AR 6183	Availability of home/hospital instruction for students with temporary disabilities

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	Education Code 48980, 49403	BP 5141.31	School immunization program
Beginning of each school year	Education Code 48980, 49423, 49480	AR 5141.21	Administration of prescribed medication
Beginning of each school year	Education Code 48980, 49451; 20 USC 1232h	AR 5141.3	Right to refuse consent to physical examination
Beginning of each school year	Education Code 48980, 49471, 49472	BP 5143	Availability of insurance
Beginning of each school year	Education Code 49013; 5 CCR 4622	AR 1312.3	Uniform complaint procedures, available appeals, civil law remedies
Beginning of each school year	Education Code 49063	AR 5125 AR 5125.3	Challenge, review, and expunging of records
Beginning of each school year	Education Code 49063, 49069; 20 USC 1232g; 34 CFR 99.7	AR 5125	Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria to determine legitimate educational interest, course prospectus availability
Beginning of each school year	Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37	AR 5125.1	Release of directory information
Beginning of each school year	Education Code 49520, 48980; 42 USC 1758; 7 CFR 245.5	AR 3553	Eligibility and application process for free and reduced-price meals
Beginning of each school year	Education Code 51513; 20 USC 1232h	AR 5022 BP 6162.8	Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities; inspection rights and procedures

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	Education Code 56301	BP 6164.4	Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment
Beginning of each school year	Education Code 58501, 48980	AR 6181	Alternative schools
Beginning of each school year	Health and Safety Code 104855	AR 5141.6	Availability of dental fluoride treatment; opportunity to accept or deny treatment
Annually	5 CCR 852; Education Code 60615	AR 6162.51	Student's participation in state assessments; option to request exemption from testing
Beginning of each school year, if district receives Title I funds	20 USC 6312; 34 CFR 200.61 200.48	BP 4112.2 AR 4222	Right to request information re: professional qualifications of child's teacher and paraprofessional
Beginning of each school year	34 CFR 104.8, 106.9	BP 0410 BP 6178	Nondiscrimination
Beginning of each school year to parent, teacher, and employee organizations or, in their absence, individuals	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress
Beginning of each school year	USDA SP-23-2017	AR 3551	District policy on meal payments
Annually	Education Code 52075	BP 0460 AR 0460	Local Control and Accountability Plan (*added by KJ)
II. At Specific Times During the Student's Academic Career			
Beginning in grade 7, at least once prior to course selection and career counseling	Education Code 221.5, 48980	BP 6164.2	Course selection and career counseling
Upon a student's enrollment	Education Code 310	BP 6174 6142.2 AR 6142.2 6174	Information on the district's language acquisition programs
When child first enrolls in a public school, if school offers a fingerprinting program	Education Code 32390, 48980	AR 5142.1	Fingerprinting program

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. At Specific Times During the Student's Academic Career (continued)			
When participating in driver training courses under the jurisdiction of the district	Education Code 35211	None	Civil liability, insurance coverage
Upon registration in K-6, if students have not previously been transported	Education Code 39831.5	AR 3543	School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops
Beginning of each school year for high school students, if high school is open campus	Education Code 44808.5, 48980	AR 5112.5	Open campus
Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement	Education Code 48980, 51225.3	AR 6146.1	How each graduation requirement does or does not satisfy college entrance a-g course criteria; district CTE courses that satisfy a-g criteria
Upon a student's enrollment	Education Code 49063	AR 5125 AR 5125.3	Specified rights related to student records
When students enter grade 7	Education Code 49452.7	AR 5141.3	Specified information on type 2 diabetes
When in kindergarten, or first grade if not previously enrolled in public school	Education Code 49452.8	AR 5141.32	Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights
Beginning of each school year for students in grades 9-12	Education Code 51229, 48980	AR 6143	College admission requirements, UC and CSU web sites that list certified courses, description of CTE, CDE Internet address, how students may meet with counselors
Beginning of each school year for students in grades 7-12, or at time of enrollment if after beginning of year	Education Code 51938, 48980	AR 6142.1	Sexual health and HIV prevention education, right to view A/V materials, whether taught by district staff or outside consultants, right to request specific Education Code sections, right to excuse

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. At Specific Times During the Student's Academic Career (continued)			
Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, within 20 working days of start of next school year	Education Code 60641; 5 CCR 863	AR 6162.51	Results of tests; test purpose, individual score and intended use
By October 15 for students in grade 12	Education Code 69432.9	AR 5121 AR 5125	Forwarding of student's grade point average to Cal Grant program; timeline to opt out
When child is enrolled in kindergarten	Health and Safety Code 124100, 124105	AR 5141.32	Health screening examination
To students in grades 11-12, early enough to enable registration for fall test	5 CCR 11523	AR 6146.2	Notice of proficiency examination provided under Education Code 48412
To secondary students, if district receives Title I funds	20 USC 7908	AR 5125.1	Request that district not release name, address, phone number of child to military recruiters without prior written consent
III. When Special Circumstances Occur			
In the event of a breach of security of district records, to affected persons	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, contact information for credit reporting agencies
Upon receipt of a complaint alleging discrimination	Education Code 262.3	AR 1312.3	Civil law remedies available to complainants
When determining whether an English learner should be reclassified as fluent English proficient	Education Code 313; 5 CCR 11303	AR 6174	Description of reclassification process, opportunity for parent/guardian to participate
When student is identified as English learner and district receives Title I or Title III funds for English learner programs, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year	Education Code 313.2 , 440; 20 USC 6312	AR 6174	Reason for classification, level of English proficiency, identification as long-term English learner , description of program(s), option to decline program or choose alternate, option to remove student from program at any time, exit requirements of program

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When homeless or foster youth applies for enrollment in before/after school program	Education Code 8483	AR 5148.2	Right to priority enrollment; how to request priority enrollment
Before high school student attends specialized secondary program on a university campus	Education Code 17288	None	University campus buildings may not meet Education Code requirements for structural safety
At least 72 hours before use of pesticide product not included in annual list	Education Code 17612	AR 3514.2	Intended use of pesticide product
To members of athletic teams	Education Code 32221.5	AR 5143	Offer of insurance; no-cost and low-cost program options
Annually to parents/guardians of student athletes before participation in competition	Education Code 33479.3	AR 6145.2	Information on sudden cardiac arrest
If school has lost its WASC accreditation status	Education Code 35178.4	BP 6190	Loss of status, potential consequences
When district has contracted for electronic products or services that disseminate advertising	Education Code 35182.5	BP 3312	Advertising will be used in the classroom or learning center
At least six months before implementing uniform policy	Education Code 35183	AR 5132	Dress code policy requiring schoolwide uniform
Before implementing a year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round schedule
When interdistrict transfer is requested and not approved or denied within 30 days	Education Code 46601	AR 5117	Appeal process
Before early entry to kindergarten, if offered	Education Code 48000	AR 5111	Effects, advantages and disadvantages of early entry
When student identified as being at risk of retention	Education Code 48070.5	AR 5123	Student at risk of retention
When student excluded due to quarantine, contagious or infectious disease, danger to safety or health	Education Code 48213	AR 5112.2 BP 5141.33	Student has been excluded from school

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Before already admitted student is excluded for lack of immunization	Education Code 48216; 17 CCR 6040	AR 5141.31	Need to submit evidence of immunization or exemption within 10 school days; referral to medical care
When a student is classified as truant	Education Code 48260.5, 48262	AR 5113.1	Truancy, parental obligation, availability of alternative programs, student consequences, need for conference
When a truant is referred to a SARB or probation department	Education Code 48263	AR 5113.1	Name and address of SARB or probation department and reason for referral
When a school is identified on the state's Open Enrollment List	Education Code 48354; 5 CCR 4702	AR 5118	Student's option to transfer to another school
Within 60 days of receiving application for transfer out of open enrollment school	Education Code 48357; 5 CCR 4702	AR 5118	Whether student's transfer application is accepted or rejected; reasons for rejection
When student requests to voluntarily transfer to continuation school	Education Code 48432.3	AR 6184	Copy of district policy and regulation on continuation education
Prior to involuntary transfer to continuation school	Education Code 48432.5	AR 6184	Right to request meeting prior to involuntary transfer to continuation school
To person holding educational rights, prior to recommending placement of foster youth outside school of origin	Education Code 48853.5	AR 6173.1	Basis for the placement recommendation
When student is removed from class and teacher requires parental attendance at school	Education Code 48900.1	AR 5144.4	Parental attendance required; timeline for attendance
Prior to withholding grades, diplomas, or transcripts	Education Code 48904	AR 5125.2	Damaged school property
When withholding grades, diplomas or transcripts from transferring student	Education Code 48904.3	AR 5125.2	Next school will continue withholding grades, diplomas, or transcripts
When student is released to peace officer	Education Code 48906	BP 5145.11	Release of student to peace officer for the purpose of removing minor from school, unless taken into custody as

victim of suspected child abuse

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
At time of suspension	Education Code 48911	BP 5144.1 AR 5144.1	Notice of suspension
When original period of suspension is extended	Education Code 48911	AR 5144.1	Extension of suspension
At the time a student is assigned to a supervised suspension classroom	Education Code 48911.1	AR 5144.1	The student's assignment to a supervised suspension classroom
Before holding a closed session re: suspension	Education Code 48912	AR 5144.1	Intent to hold a closed session re: suspension
When student expelled from another district for certain acts seeks admission	Education Code 48915.1, 48918	BP 5119	Hearing re: possible danger presented by expelled student
When readmission is denied	Education Code 48916	AR 5144.1	Reasons for denial; determination of assigned program
When expulsion occurs	Education Code 48916	AR 5144.1	Readmission procedures
At least 10 calendar days before expulsion hearing	Education Code 48918	AR 5144.1	Notice of expulsion hearing
When expulsion or suspension of expulsion occurs	Education Code 48918	AR 5144.1	Decision to expel; right to appeal to county board; obligation to inform new district of status
Before involuntary transfer of student convicted of certain crime when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	Right to request a meeting with principal or designee
One month before the scheduled minimum day	Education Code 48980	BP 6111	When minimum days are scheduled after beginning of the school year
When parents/guardians request guidelines for filing complaint of child abuse at a school site	Education Code 48987	AR 5141.4	Guidelines for filing complaint of child abuse at a school site with local child protective agencies
When student in danger of failing a course	Education Code 49067	AR 5121	Student in danger of failing a course

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When student transfers from another district or private school	Education Code 49068	AR 5125	Right to receive copy of student's record and to challenge its content
When parent/guardian's challenge of student record is denied and parent/guardian appeals	Education Code 49070	AR 5125.3	If board sustains allegations, the correction or destruction of record; if denied, right to submit written objection
When district is considering program to gather safety-related information from students' social media activity	Education Code 49073.6	BP 5125	Opportunity for input on proposed program
When district adopts program to gather information from students' social media activity, and annually thereafter	Education Code 49073.6	AR 5125	Information is being gathered, access to records, process for removal or corrections, destruction of records
Within 24 hours of release of information to a judge or probation officer	Education Code 49076	AR 5125	Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition
Before release of information pursuant to court order or subpoena	Education Code 49077	AR 5125	Release of information pursuant to court order or subpoena
When screening results in suspicion that student has scoliosis	Education Code 49452.5	AR 5141.3	Scoliosis screening
When test results in discovery of visual or hearing defects	Education Code 49456; 17 CCR 2951	AR 5141.3	Vision or hearing test results
Within 10 days of negative balance in meal account	Education Code 49557.5	AR 3551	Negative balance in meal account; encouragement to apply for free or reduced-price meals
Annually to parents/guardians of student athletes before their first practice or competition	Education Code 49475	AR 6145.2	Information on concussions and head injuries

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
To person holding educational rights, within 30 days of foster youth, homeless youth, or former juvenile court school student, or child of military family being transferred between high schools	Education Code 51225.1	BP 6146.1 AR 6173 AR 6173.1 AR 6173.3	Exemption from local graduation requirements, effect on college admission, option for fifth year of high school
Before any test/survey questioning personal beliefs	Education Code 51513	AR 5022	Permission for test, survey questioning personal beliefs
At least 14 days before HIV prevention or sexual health instruction, if arrangement made for guest speaker after beginning of school year	Education Code 51938	AR 6142.1	Instruction in HIV prevention or sexual health by guest speaker or outside consultant
Prior to administering survey regarding health risks and behaviors to students in 7-12	Education Code 51938	AR 5022	Notice that the survey will be administered
Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency	Education Code 52164.1, 52164.3; 5 CCR 11511.5	AR 6174	Results of state test of English proficiency
When migrant education program is established	Education Code 54444.2	BP 6175 AR 6175	Parent advisory council membership composition
When child participates in licensed child care and development program	Health and Safety Code 1596.857	AR 5148	Parent/guardian right to enter facility
When district receives Tobacco-Use Prevention Education Funds	Health and Safety Code 104420	AR 3513.3	The district's tobacco-free schools policy and enforcement procedures
When testing by community water system finds presence of lead exceeding specified level	Health and Safety Code 116277	AR 3514	Elevated lead level at school
When sharing student immunization information with an immunization system	Health and Safety Code 120440	AR 5125	Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
At least 14 days prior to sex offender coming on campus as volunteer	Penal Code 626.81	AR 1240 BP 1250	Dates and times permission granted; obtaining information from law enforcement
When hearing is requested by person asked to leave school premises	Penal Code 627.5	AR 3515.2	Notice of hearing
When responding to complaint re: discrimination, special education, or noncompliance with law	5 CCR 4631	AR 1312.3	Findings, disposition of complaint, any corrective actions, appeal rights and procedures
When child participates in licensed child care and development program	5 CCR 18066	AR 5148	Policies re: excused and unexcused absences
Within 30 days of application for subsidized child care or preschool services	5 CCR 18094, 18118	AR 5148 AR 5148.3	Approval or denial of services
Upon recertification or update of application for child care or preschool services	5 CCR 18095, 18119	AR 5148 AR 5148.3	Any change in service, such as in fees, amount of service, termination of service
Upon child's enrollment in child care program	5 CCR 18114	AR 5148	Policy on fee collection
When payment of child care fees is seven days late	5 CCR 18114	AR 5148	Notice of delinquent fees
When district substantively changes policy on student privacy rights	20 USC 1232h	AR 5022	Notice of any substantive change in policy or regulation
For districts receiving Title I funds, when child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet state certification requirements for the grade level/subject taught	20 USC 6312	AR 4112.2	Timely notice to parent/ guardian of child's assignment
For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents/guardians of English learners	20 USC 6312	AR 6174	Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose other program

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
For schools receiving Title I funds, upon development of parent involvement policy	20 USC 6316 6318	AR 6020	Notice of policy
When household is selected for verification of eligibility for free or reduced-price meals	42 USC 1758; 7 CFR 245.6a	AR 3553	Need to submit verification information; any subsequent change in benefits; appeals
When student is homeless or unaccompanied minor	42 USC 11432; Education Code 48852.5	AR 6173	Educational and related opportunities; transportation services; placement decision and right to appeal
When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30	34 CFR 99.34	AR 5125	Right to review records
When district receives federal funding assistance for nutrition program	USDA FNS Instruction 113-1	BP 3555	Rights and responsibilities, nondiscrimination policy, complaint procedures
IV. Special Education Notices			
Prior to conducting initial evaluation	Education Code 56301, 56321, 56321.5, 56321.6, 56329; 20 USC 1415(d); 34 CFR 300.502, 300.503	BP 6159.1 AR 6159.1 AR 6164.4	Proposed evaluation plan, related parental rights, prior written notice, procedural safeguards
Before functional behavioral assessment begins	Education Code 56321	AR 6159.4	Notification and consent
24 hours before IEP when district intending to record	Education Code 56341.1	AR 6159	Intention to audio-record IEP meeting
Early enough to ensure opportunity for parent/guardian to attend IEP meeting	Education Code 56341.5; 34 CFR 300.322	AR 6159	Time, purpose, location, who will attend, participation of others with special knowledge, transition statements if appropriate
When parent/guardian orally requests review of IEP	Education Code 56343.5	AR 6159	Need for written request
Within one school day of emergency intervention or serious property damage	Education Code 56521.1	AR 6159.4	Emergency intervention

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
IV. Special Education Notices (continued)			
Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services	20 USC 1415(c); 34 CFR 300.300, 300.503	AR 6159 AR 6159.1	Prior written notice
Upon filing of state complaint	20 USC 1415(d); 34 CFR 300.504	AR 6159.1	Procedural safeguards notice
When disciplinary measures are taken or change in placement	20 USC 1415(k); 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice
Upon requesting a due process hearing	20 USC 1415(k); 34 CFR 300.508	AR 6159.1	Student's name, address, school, description of problem, proposed resolution
Eligibility for services under Section 504	34 CFR 104.32, 104.36	AR 6164.6	District responsibilities, district actions, procedural safeguards
V. Classroom Notices			
In each classroom in each school	Education Code 35186	AR 1312.4 E 1312.4	Complaints re: sufficiency of instructional materials, teacher vacancy or misassignment, maintenance of facilities

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

Exhibit

version: June 10, 2012
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Sierraville, California
Loyalton, California

Policy Reference UPDATE Service

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Sierra County/Sierra-Plumas Joint USD

Board Policy

Instruction _____ BP 6162.5(a)

STUDENT ASSESSMENT

Note: The Board following optional policy may be revised to reflect district practice. For information about required state assessments administered as part of Education the California Assessment of Student Performance and Progress (CAASPP), see BP/AR 6162.51 - State Academic Achievement Tests.

The Governing Board recognizes that student assessments are an important instructional and accountability tool. To obtain the most accurate evaluation of student performance, the district shall use a variety of measures, including district, state, and/or national assessments.

(cf. 6162.51 - State Academic Achievement Tests)

Note: The following paragraph addresses potential uses of student assessment data. Pursuant to Education Code 52060, applicable statewide student assessments must be used as one of the measures of progress toward the district's annual goals for student achievement included in its local control and accountability plan; see AR 0460 - Local Control and Accountability Plan. In addition, pursuant to Education Code 44662, evaluations of certificated staff must include an assessment of students' progress toward meeting district standards of expected student achievement at each grade level in each area of study and, if applicable, toward state standards as measured by state criterion-referenced assessments (i.e., assessments that test students' mastery of the content). However, Education Code 44662 prohibits the use of publishers' norms established by standardized tests (i.e., assessments that compare students' performance to a representative sample of students) for the purpose of evaluating and assessing certificated staff performance. The use of student assessment results in staff evaluations may also be addressed in collective bargaining agreements or employment contracts. See BP/AR 4115 - Evaluation/Supervision and BP 4315 - Evaluation/Supervision.

Assessment data shall be used to help determine individual students' progress, mastery of academic standards, appropriate placement in district programs, and/or eligibility for graduation. In addition, summary data on student assessment results shall be used by the district to identify and review student achievement goals in the district's local control and accountability plan, evaluate district educational programs in order to identify needed improvements, and, as appropriate, evaluate staff performance.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 0500 - Accountability)

(cf. 2140 - Evaluation of the Superintendent)

(cf. 4115 - Evaluation/Supervision)

(cf. 4315 - Evaluation/Supervision)

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

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 6011 - Academic Standards)

(cf. 6142.7 - Physical Education and Activity)

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

(~~cf. 6162.52~~ High School Exit Examination)

~~(cf. 6190—Evaluation of the Instructional Program)~~

~~To obtain the most accurate evaluation of student performance, the district shall use a variety of measures, including district, state, and/or national assessments. As appropriate, assessment results shall be disaggregated by student subgroup, classroom, grade level, and/or school site to allow for critical analysis of student needs.~~

~~(cf. 3553—Free and Reduced Price Meals)~~

In selecting or developing any district assessment, the Superintendent or designee shall examine evidence of its reliability, its validity for the intended purpose and for various student populations, and the extent to which it aligns with the material that is being taught.

The Superintendent or designee shall ensure that assessments are administered in accordance with law and ~~the~~ test publisher's directions, and that test administration procedures are fair and equitable for all students.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 6162.54 - Test Integrity/Test Preparation)

Note: Education Code 52052 requires that schools and districts demonstrate comparable improvement in academic achievement by all "numerically significant" student subgroups, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. A "numerically significant" subgroup is one that consists of at least 30 students, or 15 foster youth or homeless students, each of whom has a valid test score. To evaluate the extent to which the district fulfills this responsibility, it will be important to examine disaggregated student assessment results as provided below.

Pursuant to Education Code 49558, the Governing Board may adopt policy allowing the use of individual applications or records from the free and reduced-price meal program to identify students for the purpose of disaggregating student achievement data. See BP/AR 3553 - Free and Reduced Price Meals for optional language providing such authorization.

As appropriate, assessment results shall be disaggregated by student subgroup, classroom, grade level, and/or school site to allow for critical analysis of student needs.

The Superintendent or designee shall provide professional development as needed to assist administrators and teachers in interpreting and using assessment data to improve student performance and the instructional program.

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

When districtwide and school-level results of student assessments are published by the state, the Superintendent or designee may provide supplementary information to assist parents/guardians and the community in understanding test results.

(cf. 0510 - School Accountability Report Card)

Interim and Formative Assessments

Note: At their discretion, districts may choose to use the Smarter Balanced interim and formative assessments, which are part of the CAASPP. Pursuant to Education Code 60642.6, as amended by AB 1035 (Ch. 752, Statutes of 2017), these tests may be used, in combination with other sources of information, to gain timely feedback about student progress in an effort to continually adjust instruction to improve learning. Education Code 60642.7, as added by AB 1035, specifies that results of such assessments shall not be used for any high-stakes purpose.

State interim and formative assessments may be used in combination with other sources of information to gain timely feedback about student progress in an effort to continually adjust instruction to improve learning. Results from interim and formative assessments shall not be used for any high-stakes purpose, including, but not limited to, teacher or other school staff evaluation, accountability, student grade promotion or retention, graduation, course or class placement, identification for gifted or talented education, reclassification of English learners, or identification as an individual with exceptional needs. (Education Code 60642.6, 60642.7)

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6152 - Class Assignment)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6174 - Education for English Learners)

The Superintendent or designee shall ensure that teachers who administer interim and formative assessments have access to all functions and information designed for teacher use related to such assessments and student performance on the assessments. (Education Code 60642.6)

Individual Record of Accomplishment

Note: The following section is for use by districts that maintain high schools.

The Superintendent or designee shall ensure that each student, by the end of grade 12, has an individual record of accomplishment that includes the following: (Education Code 60607)

1. The results of the state achievement tests required and administered as part of the California Assessment of Student Performance and Progress, or any predecessor assessments, pursuant to Education Code 60640-60649 ~~or any predecessor assessments~~
2. The results of any end-of-course examinations taken
3. The results of any vocational education certification examinations taken

(cf. 6178 - Career Technical Education)

No individual record of accomplishment shall be released to any person, other than the student's parent/guardian or a teacher, counselor, or administrator directly involved with the student, without the written consent of the student's parent/guardian, or the student if he/she is an adult or emancipated minor. The student or his/her parent/guardian may authorize the release of the record

of accomplishment to a postsecondary educational institution for the purposes of credit, placement, or admission. (Education Code 60607)

(cf. 5125 - Student Records)

Legal Reference:

EDUCATION CODE

313 Assessment of English language development

10600-10610 California Education Information System

44660-44665 Evaluation and assessment of performance of certificated employees (Stull Act)

49558 Free and reduced-price meals; use of individual applications and records

51041 Evaluation of educational program

51450-51455 Golden State Seal Merit Diploma

52052 ~~Academic Performance Index~~ Accountability; numerically significant student subgroups

52060-52077 Local control and accountability plan

60600-60649 Assessment of academic achievement, especially:

60640-60649 California Assessment of Student Performance and Progress

60800 Physical fitness testing

60810-60812 Assessment of English language development

~~60850-60859 High school exit examination~~

60900 California Longitudinal Pupil Achievement Data System

CODE OF REGULATIONS, TITLE 5

850-864 California Assessment of Student Performance and Progress

~~1200-1225 High School Exit Examination~~

UNITED STATES CODE, TITLE 20

9622 National Assessment of Educational Progress

Management Resources:

~~CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS~~

~~Key Elements of Testing, May 2004~~

~~U.S. DEPARTMENT OF EDUCATION PUBLICATIONS~~

~~Teachers' Use of Student Data Systems to Improve Instruction, 2007~~

WEB SITES

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

California Department of Education, Testing and Accountability: <http://www.cde.ca.gov/ta>

Smarter Balanced Assessment Consortium: <http://www.smarterbalanced.org>

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

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
SIERRA COUNTY OFFICE OF EDUCATION
Loyalton, California

Policy

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