#### **Agenda**

## BIGGS UNIFIED SCHOOL DISTRICT REGULAR MEETING OF THE BOARD OF TRUSTEES

#### BOARD ROOM – 300 B Street

#### August 14, 2024

#### 6:00 p.m. Closed Session

#### 6:30 p.m. Estimated Open Session

**District LCAP Goals** 

- Goal 1 Biggs Unified will provide conditions of learning that will develop College and Career Ready students. Priority 1, 2 and 7.
- Goal 2 Biggs Unified will plan programs, develop plans, and provide data from assessments that will maximize pupil outcomes. Priority 4 and 8.
- Goal 3 Biggs Unified will promote students engagement and a school culture conducive to learning. Priority 3, 5 and 6.

#### **OPEN SESSION**

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. PLEDGE OF ALLEGIANCE
- 4. APPROVAL OF AGENDA
- 5. APPROVAL OF MINUTES
- Pg 4-6 A. June 26, 2024 Special Meeting
- Pg 7-8 B. July 16, 2024 Special Meeting
  - **6. PUBLIC COMMENT** Anyone wishing to address the Board on Items listed under Closed Session on the agenda may do so at this time. Comments are limited to 3-5 minutes and 20 minutes each subject matter.

#### **CLOSED SESSION**

- 1. Public Employment Appointment of Personnel as listed under "Personnel Action" below; Pursuant to Government Code Section 54957
- 2. Litigation; Pursuant to Government Code Section 54956.9
- 3. Instructions to Board Negotiators, Superintendent and Board Member, Pursuant to Government Code Section 54957.6(a)

If Closed Session is not completed before 6:30 p.m., it will resume immediately following the open session/regular meeting.

#### **RECONVENE TO OPEN SESSION**

- 7. ANNOUNCEMENT OF ACTIONS TAKEN IN CLOSED SESSION
- 8. PARENT ASSOCIATIONS REPORTS
- 9. CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION (CSEA) and BIGGS UNIFIED TEACHERS ASSOCIATION (BUTA) REPORTS
- **10. PUBLIC COMMENT -** Anyone wishing to address the Board on items on or off the agenda may do so at this time. No action may be taken on items that are not listed as Action Items. Comments are limited to 3-5 minutes and 20 minutes each subject matter.

#### 11. STUDENT REPRESENTATIVE REPORTS AND RECOGNITION

- A. ASB
- B. FFA
- **12. REPORTS** Pursuant to the Brown Act: Gov. Code 854950 et.seq. Reports are limited to announcements or brief descriptions of individual activities
  - A. DEAN OF STUDENTS' REPORT:
  - B. RES/MIDDLE SCHOOL PRINCIPAL'S REPORT:
  - C. HIGH SCHOOL PRINCIPAL'S REPORT:
- Pg 9 D. M/O/T AND FOOD SERVICE DIRECTOR'S REPORT:
  - E. SUPERINTENDENT'S REPORT:
- Pg 10-12 F. CBO'S REPORT:
  - G. BOARD MEMBER REPORTS:
  - **13. CONSENT AGENDA** All matters listed under the Consent Agenda are routine and will be acted upon by one motion and vote. If an item needs further clarification and/or discussion, it may be removed from the Consent portion of the agenda and then be acted upon as a separate item.
- Pg 13-14 A. Approve Inter-District Agreement Request(s) for the 2024-2025 school year
- Pg 15-24 B. Approve AP Vendor Check Register and Purchase Order Listing July 1, 2024–July 31, 2024
- Pg 25 C. Accept donation from Positive Educational Partnership in the amount of \$200.00 to help families in need of financial support for school supplies

#### 14. ACTION ITEMS

- Pg 26-45 A. Approve Ag Incentive Grant Application for 2024-2025
- Pg 46-53 B. Approve MOU with Tehama County Teacher Induction Program for 2024-2025. This is funded out of the Educator Effectiveness Block Grant
- Pg 54-88 C. Accept REAP Grant for the 2024-2025 school year in the amount of \$9,857.00
- Pg 89-100 D. Adopt the New or Updated Board Policies (BP), Admin. Regulations (AR), and Exhibits (E) from the CSBA June 2024 and July 2024 releases
- Pg 101-140 E. Approve the Butte-Glenn Community College District College and Career Access Pathways Partnership Agreement for the 2024-2025 school year
- Pg 141-146 F. Approve bid from Demco for the BHS Library countertop in the amount of \$6,803.76 to be paid for with ESSER funds
- Pg 147-148 G. Approve purchase of TVs and wall mounts from CDW-G in the amount of \$9,897.24 using LCAP funds
- Pg 149 H. Approve renewal of Acellus Educational Services LLC license in the amount of \$12,450.00 using LCAP funds

- Pg 150-153 I. Approve quote from Gaynor for ALTA Access Control using \$16,131.36 in ESSER funds and the remaining balance of \$5,877.90 will be paid for with General Unrestricted funds
- Pg 154-158 J. Approve proposal from Gaynor for the Alta Cloud CCTV Control System Project in the amount of \$50,429.56. \$14,033.45 will come from Unrestricted Funds, \$36,396.11 will come from ESSER Funds, and \$7,697 will be added to the LCAP facility goals beginning in school year 25/26
- Pg 159-168 K. Approve Legal Services Agreement with the Law Offices of Young, Minney, and Corr LLP in the amount of \$5,000.00 for purposes of writing the charter petition for Richvale Elementary School
- Pg 169 L. Approve purchase and installation of an AC unit for BHS Room 11 from Emerson HVAC in the amount of \$7,000.00 using General Unrestricted Funds

#### 15. PERSONNEL ACTION

- Pg 170-171 A. Approve Agriculture Teacher Extended Year Agreement with Lilly Baker
- Pg 172-173 B. Approve Agriculture Teacher Extended Year Agreement with Stephen Boyes
  - C. Approve hiring David Christian as the SDC Teacher effective August 5, 2024
  - D. Approve hiring Michelle Schleef as the BHS Library Clerk effective August 1, 2024
- Pg 174 E. Approve the following stipends for coaches for the 2024-2025 school year:

Michelle Schleef Head Varsity Volleyball
Lisa Seipert Head JV Volleyball
Michelle Roles Cheerleader Advisor

Roscoe Deel Head Varsity Boys Basketball
Kameron Smith Head JV Boys Basketball
Lisa Seipert Head JV Girls Basketball
Cody Walsh Head Varsity Wrestling
Allen Lee Head Varsity Baseball
Michelle Schleef Head Varsity Softball
Vince Sormano Head Coed Golf

- F. Approve Gaylene Nako as a long term Substitute Teacher for the recently opened and vacant TK/Kindergarten classroom
- G. Approve Lydia Buyawe as a Substitute Classified Instructional Adie

#### **16. INFORMATION ITEMS**

- A. Quarterly Report on Williams Uniform Complaints No complaints were filed with any school in the district during the last quarter
- Pg 175-212 B. Countywide Expulsion Plan

#### 17. FUTURE ITEMS FOR DISCUSSION

#### 18. ADJOURNMENT

Notice to the Public: Please contact the Superintendent's Office at 868-1281 ext. 8100 should you require a disability-related modification or accommodation in order to participate in the meeting. This request should be received at least 48 hours prior to the meeting in order to accommodate your request. Agenda materials are available for public inspection at 300 B St., Biggs, CA 95917

## Minutes BIGGS UNIFIED SCHOOL DISTRICT SPECIAL MEETING OF THE BOARD OF TRUSTEES BOARD ROOM – 300 B Street June 26, 2024 6:00 p.m. Open Session

#### **OPEN SESSION**

Meeting link: https://us05web.zoom.us/j/88268392836?pwd=4ZF74LFpAMIZ9LHBajSj3PSmiJSl45.1

Meeting ID: 882 6839 2836 Passcode: Qb5MLt

**CALL TO ORDER** – President Brown called the meeting to order at 5:58 p.m.

**ROLL CALL** - <u>Board members present</u>: Linda Brown (via Zoom link-Declared that there was no one present with her over the age of 18), Melissa A. Atteberry, and Sean Avram were present. <u>Board members absent</u>: Jonna Phillips and M. America Navarro were absent.

**PLEDGE OF ALLEGIANCE** – President Brown led the Pledge of Allegiance.

#### **APPROVAL OF AGENDA**

The Board approved the agenda for the meeting. MSCU (Atteberry/Avram) 3/0/2 by roll call vote.

Brown – Aye Atteberry – Aye Navarro – Absent Phillips – Absent Avram – Aye

#### **APPROVAL OF MINUTES**

The Board approved the minutes from the Regular Board Meeting on June 12, 2024 as written. MSCU (Avram/Atteberry) 3/0/2 by roll call vote.

Brown – Aye Atteberry – Aye Navarro – Absent Phillips – Absent Avram – Aye

#### **PUBLIC COMMENT- None**

#### **CONSENT AGENDA:**

The Board approved Consent Agenda Item A. MSCU (Avram/Atteberry) 3/0/2 by roll call vote.

Brown – Aye Atteberry – Aye Navarro – Absent Phillips – Absent Avram – Aye

A. Approve Inter-District Agreement Request(s) for the 2024-2025 school year.

#### **REPORTS**

- A. SUPERINTENDENT'S REPORT Mr. Kaelin reported that the summer is going by fast. The second summer school session is starting after the 4<sup>th</sup> of July.
- B. CBO'S REPORT Analyn Dyer's Updated Budget Presentation was reviewed. The Governor's COLA was announced at 1.07%.
- C. BOARD MEMBER REPORTS None.

#### **ACTION ITEMS:**

The Board approved Action Items A through D. MSCU (Atteberry/Avram) 3/0/2 by roll call vote.

Brown – Aye Atteberry – Aye Navarro – Absent Phillips – Absent Avram – Aye

- A. Approve the 2024-2025 LCAP Plan
- B. Adopt Original Budget for 2024-2025
- C. Adopt LCFF Local Indicators
- D. Approve the 2024-2025 Certification of Assurances Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at: <a href="http://www.cde.ca.gov/fg/aa/co/ca22assurancestoc.asp">http://www.cde.ca.gov/fg/aa/co/ca22assurancestoc.asp</a> Attached is the Consolidated Application for Spring Data Collection.

#### **PERSONNEL ACTION ITEMS:**

The Board approved Personnel Action Items A through D. MSCU (Avram/Atteberry) 3/0/2 by roll call vote.

Brown – Aye Atteberry – Aye Navarro – Absent Phillips – Absent Avram – Aye

- A. Approve Amanda Vargas as a Long Term SDC Instructional Aide Substitute effective August 5, 2024
- B. Approve contract with Tracey McPeters for the Richvale and BES Middle School Principal with Special Projects position for the 2024-2025 school year
- C. Approve contract with Beverly Landers for the Biggs Elementary School TK-5<sup>th</sup> Grade Dean of Students position for the 2024-2025 school year
- D. Approve contract with Melissa Green for the Speech Therapist position for the 2024-2025 school year

#### **INFORMATION ITEMS – None**

#### **FUTURE ITEMS FOR DISCUSSION – None**

There was no need for the Board to adjourn into Closed	Session.	
ADJOURNMENT – 6:07 p.m.		
MINUTES APPROVED AND ADOPTED:		
Presiding President	Date	

Distribution: Board of Trustees, Superintendent, Elementary School Principal, Financial Officer/Administrative Advisor, BUTA and CSEA Presidents, Student Representative, Student Government Class, Gridley Herald, District Office and Schools for Posting, and Official Record.

# Minutes BIGGS UNIFIED SCHOOL DISTRICT SPECIAL MEETING OF THE BOARD OF TRUSTEES BOARD ROOM – 300 B Street July 16, 2024 5:30 p.m. Open Session

#### **OPEN SESSION**

**CALL TO ORDER** – Clerk Navarro called the meeting to order at 5:37 p.m.

**ROLL CALL** - <u>Board members present</u>: M. America Navarro, Jonna Phillips, and Sean Avram were present. <u>Board members absent</u>: Linda Brown and Melissa A. Atteberry (Ms. Atteberry arrived after all action item voting.)

**PLEDGE OF ALLEGIANCE** – Clerk Navarro led the Pledge of Allegiance.

#### **APPROVAL OF AGENDA**

The Board approved the agenda for the meeting with the addition below. MSCU (Avram/Phillips) 3/0/2

Brown – Absent Atteberry – Absent Navarro – Aye Phillips – Aye Avram – Aye

Add Information Item 8 B: Audit Finding Waiver

#### **PUBLIC COMMENT-** None

#### **ACTION ITEMS:**

The Board approved Action Items A and B. MSCU (Avram/Phillips) 3/0/2

Brown – Absent Atteberry – Absent Navarro – Aye Phillips – Aye Avram – Aye

- A. Approve the Arts & Music in Schools (PROP 28) Fiscal Year 2023-2024 Annual Report
- B. Approve MOU with BCOE for the SEL Grant in the amount of \$10,000

#### **PERSONNEL ACTION ITEMS:**

The Board approved Personnel Action Items A through D. MSCU (Phillips/Avram) 3/0/2

Brown – Absent Atteberry – Absent Navarro – Aye Phillips – Aye Avram – Aye

A. Accept resignation of Estefania Huerta-Aguirre as a Multi-Subject Teacher at Biggs Elementary School effective June 30, 2024

- B. Approve hiring Estefania Huerta-Aguirre as a Certificated Substitute Teacher for Biggs Unified School District
- C. Approve a new 7-hour Special Circumstances Aide position at Biggs High School
- D. Approve Jack McDaniel as a walk on Assistant Football Coach for the 2024 season

#### **INFORMATION ITEMS**

- A. The updated salary schedules that took effect on July 1, 2024 were reviewed.
- B. Mr. Kaelin reported that a previous year's audit finding with a penalty attached had been waived in favor of our school district.

**FUTURE ITEMS FOR DISCUSSION – None** 

**Closed Session not agendized** 

ADJOURNMENT - 5:47 p.m.

MINUTES APPROVED AND ADOPTED:	
Presiding President	Date

Distribution: Board of Trustees, Superintendent, Elementary School Principal, Financial Officer/Administrative Advisor, BUTA and CSEA Presidents, Student Representative, Student Government Class, Gridley Herald, District Office and Schools for Posting, and Official Record.

#### **MOT & Food Services.**

#### 1. <u>Transportation</u>

- a. Our new bus has finally been delivered and should be certified for service August 10<sup>th</sup>.
- b. We have completed the most recent 45, 90-day bus inspections.
- c. Over the summer we have performed all scheduled maintenance of our entire fleet of vehicles, including a few new tires for a couple busses and vans.

#### 2. Grounds

- a. Our maintenance, transportation & grounds staff are continuing to work together to maintain the districts grounds. We just finished cleaning up the district for the beginning of the new school year.
- b. We have three interviews scheduled for the Grounds/bus/custodial position. We are hoping that we find a good fit for the position from the group of candidates.
- c. The fencing project has finally been completed. We are currently awaiting a training on the new main gate locks.

#### 3. Maintenance

- a. The district's fiber optic re-cabling project has been completed.
- b. The next project from an IT standpoint is to replace all of the Wireless access points (WAP's) throughout the district. The intent is to provide the district with expanded more reliable Wi-Fi, now that the fiber optic has been completed, the WAP installation can begin.
- c. Our maintenance staff worked diligently over the summer to accomplish projects throughout the district.

#### 4. Custodial

**a.** The custodial staff has worked feverishly over the summer on deep cleaning of all of the classrooms, getting the district ready for the new school year.

#### 5. Food service

**a.** The food service department is geared up for the new school year and is working on some new menu items for this school year.

## Biggs Unified School District

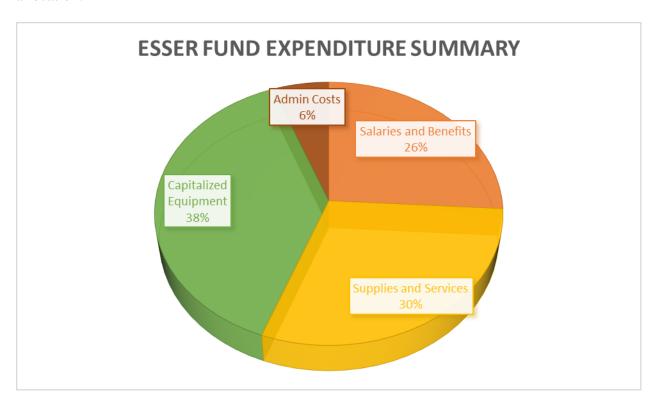
### 300 B STREET, BIGGS, CALIFORNIA 95917 (530)868-1281

Doug Kaelin Superintendent

#### CBO BOARD REPORT

08/14/2024

❖ ESSER Funds expenditure deadline 9/30/24- spent/committed 100% of the \$2.4M total allocation.

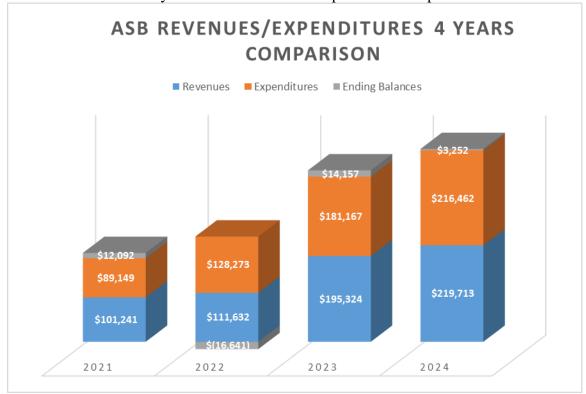


❖ Substitute Salaries Comparison –Before and After the Pandemic increased by 336%



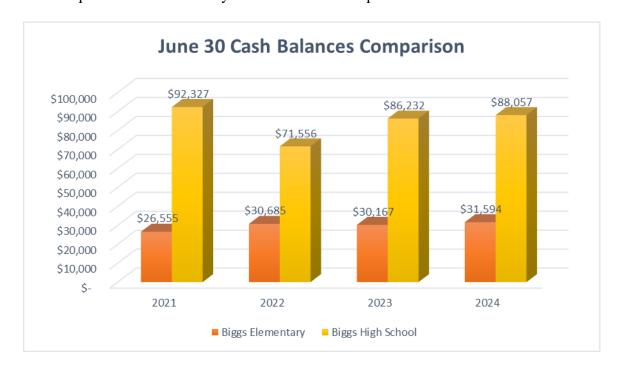
Effect of teachers' shortage within the District

#### ❖ Associated Student Body Funds – Revenue and Expenditure Comparison



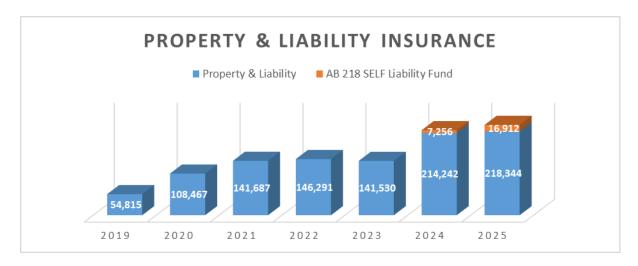
The illustration above shows SY 2022 expenditure exceeds revenue by 15% or \$16,641 Net Losses

Total Revenues increased by 17% since 2021 compared to SY2024. Total Expenditures increased by 43% since 2021 compared to SY2024.



BES's total ending cash balances increased by 19% since 2021 or \$31,594.00 BHS's total ending cash balances decreased by 5% since 2021 or \$88,057.00 Total combined cash balances as of June<sub>1</sub>30, 2024 = \$119,651

❖ Property and Liability Insurance Expenditure Comparison



Effect of Camp Fire and Assembly Bill 218

P&L increased by 201% compared to 2020 Political debate regarding AB 218 will be closely monitored.

❖ The Finance Department is currently working on closing the books for SY23/24. More information on the September meeting.

Thank you!

#### **BIGGS UNIFIED SCHOOL DISTRICT**

Meeting Date: August 14, 2024

Item Number: 13 A

Item Title: Inter-district Agreement Request(s)

Presenter: Doug Kaelin, Superintendent & Loretta Long, Admin. Assistant/HR Officer

Attachment: None

Item Type: [X] Consent Agenda [] Action [] Report [] Work Session [] Other:

#### Background/Comments:

We have received the following interdistrict transfer requests. After reviewing each one with Board Policy and Administration Regulations 5117, we make the following recommendations.

2024-2025 School Year	From:	To:	Action	New/Ongoing:
1. (6 <sup>th</sup> Grade)	Palermo	Biggs	Accept	Ongoing
2. (5 <sup>th</sup> Grade)	Live Oak	Biggs Biggs	Accept	Ongoing
3. (7 <sup>th</sup> Grade)	Live Oak	Biggs Biggs	Accept	Ongoing
4. (3 <sup>rd</sup> Grade)	Thermalito	Biggs Biggs	Accept	Ongoing
5. (2 <sup>nd</sup> Grade)	Thermalito	Biggs Biggs	Accept	Ongoing
6. (6 <sup>th</sup> Grade)	Thermalito	Biggs Biggs	Accept	Ongoing
7. (11 <sup>th</sup> Grade)	Gridley		•	0 0
8. (Kindergarten)	•	Biggs	Accept	Ongoing
9. (1 <sup>st</sup> Grade)	Gridley	Biggs	Accept	Ongoing
	Gridley	Biggs	Accept	Ongoing
10. (11 <sup>th</sup> Grade)	Gridley	Biggs	Accept	Ongoing
11. (6 <sup>th</sup> Grade)	Gridley	Biggs	Accept	Ongoing
12. (9 <sup>th</sup> Grade)	Gridley	Biggs	Accept	New
13. (8 <sup>th</sup> Grade)	Gridley	Biggs	Accept	Ongoing
14. (5 <sup>th</sup> Grade)	Gridley	Biggs	Accept	Ongoing
15. (4 <sup>th</sup> Grade)	Gridley	Biggs	Accept	Ongoing
16. (12 <sup>th</sup> Grade)	Gridley	Biggs	Accept	New
17. (9 <sup>th</sup> Grade)	Gridley	Biggs	Accept	Ongoing
18. (3 <sup>rd</sup> Grade)	Gridley	Biggs	Accept	Ongoing
19. (1 <sup>st</sup> Grade)	Gridley	Biggs	Accept	Ongoing
20. (2 <sup>nd</sup> Grade)	Gridley	Biggs	Accept	Ongoing
21. (11 <sup>th</sup> Grade)	Gridley	Biggs	Accept	Ongoing
22. (6 <sup>th</sup> Grade)	Gridley	Biggs	Accept	Ongoing
23. (TK)	Gridley	Biggs	Accept	New
24. (7 <sup>th</sup> Grade)	Gridley	Biggs	Accept	New
25. (1 <sup>st</sup> Grade)	Gridley	Biggs	Accept	New
26. (4 <sup>th</sup> Grade)	Gridley	Biggs	Accept	Ongoing
27. (3 <sup>rd</sup> Grade)	Gridley	Biggs	Accept	Ongoing
28. (2 <sup>nd</sup> Grade)	Gridley	Biggs	Accept	Ongoing
29. (4 <sup>th</sup> Grade)	Gridley	Biggs	Accept	New
30. (7 <sup>th</sup> Grade)	Gridley	Biggs	Accept	New
31. (12 <sup>th</sup> Grade)	Gridley	Biggs	Accept	Ongoing
32. (8 <sup>th</sup> Grade)	Gridley	Biggs	Accept	Ongoing
33. (12 <sup>th</sup> Grade)	Gridley	Biggs	Accept	Ongoing
34. (1 <sup>st</sup> Grade)	Biggs	Brittan	Release	Ongoing
35. (TK)	Biggs	Brittan	Release	New
36. (6 <sup>th</sup> Grade)	Biggs	Manzanita	Release	Ongoing
37. (Kindergarten)	Biggs	Manzanita	Release	New
	55-			- 1 - 11

2024-2025 School Year	From:	To:	Action	New/Ongoing:
38. (8 <sup>th</sup> Grade)	Biggs	Oro Elem	Release	Ongoing
39. (4 <sup>th</sup> Grade)	Biggs	Oro Elem	Release	Ongoing
40. (11 <sup>th</sup> Grade)	Biggs	Durham	Release	New
41. (7 <sup>th</sup> Grade)	Biggs	Durham	Release	New
42. (Kindergarten)	Biggs	Durham	Release	New
43. (9 <sup>th</sup> Grade)	Biggs	Gridley	Release	Ongoing
44. (12 <sup>th</sup> Grade)	Biggs	Gridley	Release	Ongoing
45. (12 <sup>th</sup> Grade)	Biggs	Gridley	Release	New
46. (12 <sup>th</sup> Grade)	Biggs	Gridley	Release	Ongoing
47. (11 <sup>th</sup> Grade)	Biggs	Gridley	Release	New
48. (9 <sup>th</sup> Grade)	Biggs	Gridley	Release	New
49. (9 <sup>th</sup> Grade)	Biggs	Gridley	Release	Ongoing
50. (1 <sup>st</sup> Grade)	Biggs	Gridley	Release	Ongoing
51. (10 <sup>th</sup> Grade)	Biggs	Gridley	Release	Ongoing
52. (6 <sup>th</sup> Grade)	Biggs	Gridley	Release	Ongoing
53. (9 <sup>th</sup> Grade)	Biggs	Gridley	Deny Release	New
54. (9 <sup>th</sup> Grade)	Gridley	Biggs	Accept	New
55. (8 <sup>th</sup> Grade)	Oro Elem	Biggs	Accept	Ongoing
56. (9 <sup>th</sup> Grade-12 <sup>th</sup> Grade)	OUHSD	Biggs	Accept	Ongoing
57. (9 <sup>th</sup> Grade-12 <sup>th</sup> Grade)	OUHSD	Biggs	Accept	Ongoing
58. (12 <sup>th</sup> Grade)	OUHSD	Biggs	Accept	New
59. (1 <sup>st</sup> Grade)	Biggs	Gridley	Release	New
60. (3 <sup>rd</sup> Grade)	Biggs	Princeton	Release	Onging
61. (TK)	Biggs	Princeton	Release	New
62. (9 <sup>th</sup> Grade)	Biggs	Gridley	Release	New

<u>Fiscal Impact:</u> We will have a loss of ADA for those outgoing transfer requests and an increase of ADA for those incoming transfer requests.

<u>Recommendation</u>: The Superintendent recommends action as indicated.

#### **BIGGS UNIFIED SCHOOL DISTRICT**

Meeting Date: August 14, 2024

Item Number:	13 B
Item Title:	Approve AP Vendor Check Register and Purchase Order Listing
Presenter:	Moneek Graves, Fiscal Assistant
Attachment:	AP Vendor Check Register & Purchase Order Listing for July 1, 2024 through July 31, 2024
Item Type:	[X] Consent Agenda [ ] Action [ ] Report [ ] Work Session [ ] Other
Background/Commer	nts:
The AP Vendor Check	Register and Purchase Order totals are as attached.
Fiscal Impact:	
As indicated.	
Recommendation:	
Approve.	

#### **Check Register**

Register 000490 - 07/1	1/2024			Bank Account COUNTY - US Ban
Number	Amount Status	Fund	Cancel Register Id	Payee
3005-295789	250.00 Printed	73		JAZMIN iBARRA (JAZMIN iBAR - Payee)
3005-295790	969.50 Printed	01		Boyes, Stephen A (001054 - Emp)
3005-295791	2,268.41 Printed	01		ANDES POOL SUPPLY (100077/1)
3005-295792	414.71 Printed	01		AT&T (100086/1)
3005-295793	1,572.00 Printed	13		BUTTE COUNTY PUBLIC HEALTH DIV OF ENVIRONMENTAL HEALTH (100123/
3005-295794	80.00 Printed	01		BUTTE COUNTY SHERRIF S OFFICE RECORDS DIVISION (100125/1)
3005-295795	4.65 Printed	01		CA Department of Tax & Fee Ad (100762/1)
3005-295796	1,194.64 Printed	01		CANDELARIO ACE HARDWARE (100250/1)
3005-295797	1,750.00 Printed	01		CASBO PROFESSIONAL DEVELOPMENT ACCOUNTS RECEIVABLE (100148/1)
3005-295798	681.73 Printed	01		CITY OF BIGGS (100164/1)
3005-295799	650.07 Printed	01		CompuGroup Medical, Inc (100796/1)
3005-295800	9,011.00 Printed	01		CSBA - WESTAMERICA BANK (100177/2)
3005-295801	11,316.00 Printed	01		AERIES Software (100200/2)
3005-295802	4,262.40 Printed	01		FRONTLINE TECHNOLOGIES GROUP (100231/1)
3005-295803	62.00 Printed	01		GRIDLEY HERALD (100243/1)
3005-295804	213.50 Printed	13		HYLEN DISTRIBUTING (100268/1)
3005-295805	832.50 Printed	25		JACK SCHREDER & ASSOCIATES INC (100276/1)
3005-295806	875.09 Printed	01		Lakeview Petroleum Co. (100304/3)
3005-295807	70.40 Printed	01		MACS MARKET (100318/1)
3005-295808	4,653.97 Printed	01		MJB SALES & SERVICE (100336/1)
3005-295809	4,074.48 Printed	01		Piper, Inc. (100843/1)
3005-295810	176.65 Printed	01		PRO PACIFIC FRESH (100376/1)
3005-295811	1,309.07 Printed	01		RECOLOGY BUTTE COLUSA (100384/1)
3005-295812	110.00 Printed	01		RIGHT WAY PEST CONTROL (100393/1)
3005-295813	483.39 Printed	01		TPX COMMUNICATIONS (100764/1)
3005-295814	200.15 Printed	01		VERIZON WIRELESS (100467/1)

47,486.31 Number of Items 26 Totals for Register 000490

2025 FUND-OBJ Expense Summary / Register 000490				
01-43	300 1,265.04			
01-47	700 176.65			
01-53	300 15,023.40			
01-58	300 11,316.00			

Selection Sorted by Check Number, Include Address:No, Filtered by (Org = 6, Bank Account(s) IN ('COUNTY'), Source = A, Pay To = N, Payment Method = C, Starting Check Date = 7/1/2024, Ending Check Date = 7/31/2024, Summary? = Y, Sort/Group 1 = 1, Sort/Group 2 = )

Page 1 of 4

Register 000490 - Fund/Obj Expense Summary			Bank Account COUNTY - US Bank
2025 FUND-OBJ Expense Sum	mary / Register 000490	(continued)	
01-5900	62.00		
01-9110*		44,690.81-	
01-9510*	16,847.72		
Totals for Fund 01	44,690.81	44,690.81-	
13-4700	141.00		
13-5800	1,572.00		
13-9110*		1,713.00-	
Totals for Fund 13	1,713.00	1,713.00-	
25-9110*		832.50-	
25-9510*	832.50		
Totals for Fund 25	832.50	832.50-	
73-5800	250.00		
73-9110*		250.00-	
Totals for Fund 73	250.00	250.00-	
Totals for Register 000490	47,486.31	47,486.31-	
	mmary / Register 00049	90	_
01-4300	10,471.86		<del>-</del>
01-4303	875.09		
01-4700	72.50		
01-5200	969.50		
01-5502	681.73		
01-5504	1,309.07		
01-5800	1,175.07		
01-5807	80.00		
01-5808	110.00		
01-5900	1,098.25		
01-9529*		16,847.72-	
01-9580	4.65		
Totals for Fund 01	16,847.72	16,847.72-	
25-5800	832.50	, ·- <b>-</b>	
25-9529*		832.50-	
Totals for Fund 25	832.50	832.50-	
Total for Fiscal Year 2024	17,680.22	17,680.22-	
01-4300	1,265.04	,	

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F ERP for California
Page 2 of 4

	<u> </u>	
01-4700	176.65	
01-5300	15,023.40	
01-5800	11,316.00	
01-5900	62.00	
01-9110*		44,690.81-
01-9510*	16,847.72	
Totals for Fund 01	44,690.81	44,690.81-
13-4700	141.00	
13-5800	1,572.00	
13-9110*		1,713.00-
Totals for Fund 13	1,713.00	1,713.00-
25-9110*		832.50-
25-9510*	832.50	
Totals for Fund 25	832.50	832.50-
73-5800	250.00	
73-9110*		250.00-
Totals for Fund 73	250.00	250.00-
Total for Fiscal Year 2025	47,486.31	47,486.31-
Totals for Register 000490	65,166.53	65,166.53-

2025 FUND-OBJ Summary / Register 000490 (continued)

Net Change to Cash 9110

47,486.31- Credit

<sup>\*</sup> denotes System Generated entry

ReqPay04a Check Register

Register 000490 - Fund/Obj Summary		Bank Account COUNTY - US Bank
	2025 FUND-OBJ Summary / Register 000490 (continued)	_

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#### **Check Register**

Register 000491 - 07/1	8/2024			Bank Account COUNTY - US Bank
Number	Amount Status	Fund	Cancel Register Id	Payee
3005-296304	595.80 Printed	01		Landers, Beverly (001468 - Emp)
3005-296305	43.29 Printed	01		Johnson, Caleb R (001469 - Emp)
3005-296306	838.03 Printed	01		ALHAMBRA SIERRA SPRINGS (100070/1)
3005-296307	1,178.92 Printed	01		AMAZON (100697/1)
3005-296308	2,887.84 Printed	01		BSN SPORTS (100111/1)
3005-296309	336.35 Printed	01		CANDELARIO ACE HARDWARE (100250/1)
3005-296310	9,874.81 Printed	01		CITY OF BIGGS (100164/1)
3005-296311	264.09 Printed	01		Callenstitch, LLC Corporate Casuals (100838/1)
3005-296312	39.00 Printed	01		FGL ENVIRONMENTAL (100221/1)
3005-296313	4,220.53 Printed	01		FOLLETT SCHOOL SOLUTIONS INC (100227/1)
3005-296314	22,029.41 Printed	01		GAYNOR TELESYSTEMS (100233/1)
3005-296315	242.98 Printed	01		GRAINGER INC (100240/1)
3005-296316	918.73 Printed	01		J C NELSON SUPPLY CO (100275/1)
3005-296317	349.33 Printed	01		Jane Little (100731/1)
3005-296318	52.59 Printed	01		OFFICE DEPOT (100358/1)
3005-296319	4,500.00 Printed	01		School Innovations & Achieveme nt (100811/1)
3005-296320	3,036.89 Printed	01		U S BANK OFFICE EQUIP FINANCE SERVICES (100458/1)
3005-296321	105.00 Printed	01		Wilson Language Training Corp (100786/1)

51,513.59 Number of Items	18	Totals for Register 000491
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2025 FUND-OBJ Expense Summary / Register 000491		
01-4300	3,982.08	
01-5502	9,874.81	
01-5606	3,036.89	
01-5800	9,702.56	
01-9110*		51,513.59-
01-9510*	24,917.25	
Totals for Register 000491	51,513.59	51,513.59-

2024 FUND-OBJ Summary / Register 000491			
	01-4300	2,887.84	
	01-6200	22,029.41	
	01-9529*		24,917.25-

Selection Sorted by Check Number, Include Address:No, Filtered by (Org = 6, Bank Account(s) IN ('COUNTY'), Source = A, Pay To = N, Payment Method = C, Starting Check Date = 7/1/2024, Ending Check Date = 7/31/2024, Summary? = Y, Sort/Group 1 = 1, Sort/Group 2 = )

F ERP for California
Page 1 of 2

## Register 000491 - Fund/Obj Summary 2024 FUND-OBJ Summary / Register 000491 (continued) Total for Fiscal Year 2024 and Fund 01 24,917.25 24,917.25-

Total for Fiscal Year 2024 and Fund 01	24,917.25	24,917.25-
01-4300	3,982.08	
01-5502	9,874.81	
01-5606	3,036.89	
01-5800	9,702.56	
01-9110*		51,513.59-
01-9510*	24,917.25	
Total for Fiscal Year 2025 and Fund 01	51,513.59	51,513.59-
Totals for Register 000491	76,430.84	76,430.84-

<sup>\*</sup> denotes System Generated entry

Net Change to Cash 9110

51,513.59- Credit

#### **Check Register**

Register 000492 - 07/3	0/2024	Bank Account COUNTY - US Bank		
Number	Amount Status	Fund	Cancel Register Id	Payee
3005-297273	15.07 Printed	01		BUTTE AUTO PARTS (100115/1)
3005-297274	84.00 Printed	01		CA Department of Tax & Fee Ad (100762/1)
3005-297275	81.00 Printed	01		CA STATE DEPT OF JUSTICE ACCOUNTING OFFICE (100132/1)
3005-297276	150.16 Printed	01		CANDELARIO ACE HARDWARE (100250/1)
3005-297277	1,930.00 Printed	01		CSBA - WESTAMERICA BANK (100177/2)
3005-297278	734.29 Printed	01		DANIELSEN COMPANY (100182/1)
3005-297279	216.50 Printed	01		HUGHES PLYWOOD (100263/1)
3005-297280	450.00 Printed	01		Humboldt County Office of Educ (100900/1)
3005-297281	215.00 Printed	01		HYLEN DISTRIBUTING (100268/1)
3005-297282	1,495.00 Printed	01		Mystery Science Inc (100675/2)
3005-297283	6,676.00 Printed	01		Next Gen Math, LLC (100897/2)
3005-297284	874.49 Printed	01		NORMAC (100353/2)
3005-297285	210.00 Printed	01		North State Water System (100827/1)
3005-297286	3,557.35 Printed	01		PG&E (100369/1)
3005-297287	429.99 Printed	01		PRO PACIFIC FRESH (100376/1)
3005-297288	110.00 Printed	01		RIGHT WAY PEST CONTROL (100393/1)

17,228.85	Number of Items	16	Totals for Register 000492
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2025 FUND-OBJ Expens	e Summary / Register (	000492
01-4200	8,171.00	
01-4300	1,371.65	
01-4700	1,240.52	
01-5200	450.00	
01-5300	1,930.00	
01-5503	3,557.35	
01-5800	210.00	
01-5808	110.00	
01-9110*		17,228.85-
01-9510*	188.33	
Totals for Register 000492	17,228.85	17,228.85-
2024 FUND-OBJ Su	mmary / Register 00049	92
01-4300	23,33	

Selection Sorted by Check Number, Include Address:No, Filtered by (Org = 6, Bank Account(s) IN ('COUNTY'), Source = A, Pay To = N, Payment Method = C, Starting Check Date = 7/1/2024, Ending Check Date = 7/31/2024, Summary? = Y, Sort/Group 1 = 1, Sort/Group 2 = )

FERP for California
Page 1 of 2

01-9510\*

Net Change to Cash 9110

Totals for Register 000492

Total for Fiscal Year 2025 and Fund 01

17,228.85- Credit

188.33

17,228.85

17,417.18

17,228.85-

17,417.18-

<sup>\*</sup> denotes System Generated entry

**Number of Items** 

116,228.75

Register 000492 - Fund/Obj Sumr	mary	Bank Account COUNTY - US Bank
	2025 FUND-OBJ Summary / Register 000492 (continued)	_
12		

60 Totals for Org 006 - Biggs Unified School District

Item 13 C POSITIVE EDUCATIONAL PARTNERSHIPS 929 SAINT CLAIR DR. CHICO, CA 959262039 PAY TO THE ORDER OF CHASE 4 JPMorgan Chase Bank, N.A. www.Chase.com MEMO School Hor Classrom Resources

### **Application for Funding**

Project Duration: July 1, 2024, to June 30, 2025

Agricultural Career Technical Education Incentive Grant Program Year 2024–25

School Site: Biggs	
District: Biggs Unified S	School District
Certification:	
that to the best of my knowledge complete; and that the attached	e state and federal rules and regulations will be observed; , the information contained in this application is correct and assurances are accepted as the basic conditions of the n for local participation and assistance.
	Stephen Boyes
Signature of Authorized Agent	Authorized Agent Title
Signature of Agriculture Teacher Responsible for Program	Signature of Principal
Agriculture Teacher Summer Co	ntact Cell Number: 2094189689
Local Educational Agency (LEA)	Board Approval Date:
Printed Name of Agriculture Tea	chers:
Stephen Boyes	
Lilly Baker	

#### PART A - Base Level Funding

In order to qualify for the Agriculture Education Incentive Grant an LEA must meet all the following criteria or provide a Variance approved by the Regional Supervisor for each criterion not met. All evidence must be included with the original application submitted to the Regional Supervisor.

**Note:** Stand-alone middle school programs will only be required to complete Part A.



Properly Credentialed Teachers:
 Log onto the California Commission on Teacher Credentialing (CTC) and provide printout of credentials or provide a copy of current credentials.



Professional Development:
 Provide printout from teacher journal in Agriculture Experience Tracker
 (AET) verifying professional development activities.



3. Course Sequence:

Provide documents/evidence of at least one three-year course sequence.



4. Grading of Future Farmers of America (FFA) and Supervised Agricultural Experience Participation (SAE):

Provide a copy of course syllabus identifying grading of FFA and SAE.



5. Alternative Credits:
Submit description of at least one course meeting A-G, Dual Enrollment,
Articulation, etc.



6. Future Farmers of America Constitution and By-Laws:
Provide a copy of the current Chapter Constitution and Bylaws with the election of officers highlighted.



7. Future Farmers of America Meetings:
Use meeting manager in AET or provide minutes for a minimum of six chapter meetings.



8. Agriculture Advisory Committee:
Provide meeting minutes for two Agriculture Advisory Committee meetings.

Checking all the required criteria as being met qualifies the LEA for Part A funding. Verification of meeting each criterion must be provided to the Regional Supervisor.

#### PART A – Base Level Funding (Continued)

Qualified Program (\$4,500) to each site		\$ 4,500
Number of Agriculture Teachers teaching at least one approved agriculture course?	2	
Teacher based funding (Number of teachers x \$500)		\$ 1,000
Number of Students as identified on the 2022-23 FFA Membership roster?	149	
Student based funding (Number of students x \$10)		\$ 1,490
Class size funding A (number of teachers meeting level A in all classes – 29-31 in classroom/23-25 in shop classes)	0	
Class size A funding (Number of teachers meeting level A class size x \$1,000)		\$ 0
Class size funding B (number of teachers meeting level B in all classes – 28 in classroom/22 in shop classes)	2	
Class size B funding (Number of teachers meeting level B class size x \$2,000)		\$ 4,000

Total Part A Funding: \$ 10,990.00

#### PART B – Additional Funding

LEA's may qualify for additional funding based on their ability to meet specific classroom, leadership, and experiential learning (SAE) criteria. It is not necessary for a program to meet all criteria in each category to be eligible to receive additional funding. Verification of meeting criteria will be taken from entries in the AET. The AET report will be developed based on data as of June 30th. Funding in each section will be based on the number of points accumulated in that section. This report will be used to complete Part B and will be included as part of the application.

Based on the 2023-24 Agricultural Education Incentive Grant Report, and points accumulated, the LEA may qualify for base level funding through the classroom section, leadership section, and experiential learning (SAE) section.

An LEA shall qualify for Part B funding in each section if they meet the predetermined base level. Bonus funding is earned if a program exceeds the predetermined base level by twenty percent (20%). LEA's meeting the base level shall receive \$2,250 plus \$250 per qualified teacher. LEA's meeting the bonus level shall receive an additional \$2,250 plus an additional \$250 per qualified teacher.

**Note:** An LEA may qualify for Level A, Level B, or no funding in each section but shall not qualify for both funding levels in a section. Example: The LEA qualifies for Level A funding in the Classroom Section, Level B in the Leadership Section and no funding in the SAE section.

#### PART B – Additional Funding (Continued)

#### **Classroom Section**

Points Earned as Identified in the AET Report	545	_
Level A Funding: (number of teachers x \$250) +	\$2,250	\$ 2,750.00
Level B Funding: (number of teachers x \$500) +	\$4,500	
Total Classroom Section Funding		\$ 2,750.00
Leadership Section	- - 1	
Points Earned as Identified in the AET Report	402	_
Level A Funding: (number of teachers x \$250) +	\$2,250	
Level B Funding: (number of teachers x \$500) +	\$4,500	
Total Leadership Section Funding		\$ 0.00
Experiential Learning SAE Section	* * * * * * * * * * * * * * * * * * *	
Points Earned as Identified in the AET Report	431	_
Level A Funding: (number of teachers x \$250) +	\$2,250	,
Level B Funding: (number of teachers x \$500) +	\$4,500	
Total Experiential Learning SAE Section	•	\$ 0.00

#### Part C – Program Funding

Total Part B Funding: \$2,750.00

LEAs may qualify for additional funding based on their ability to meet specific program criteria. To qualify for Program Funding, a program must show evidence of meeting all criteria identified. Evidence must be submitted at the time the original application is submitted to the Region Supervisor.

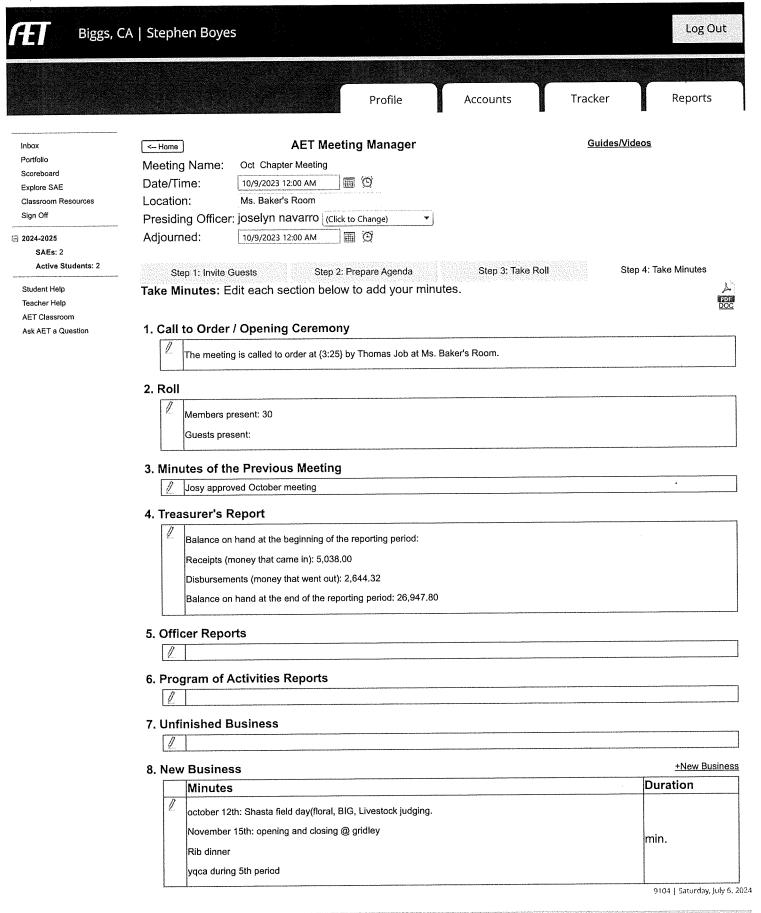
#### Part C – Program Funding (Continued)

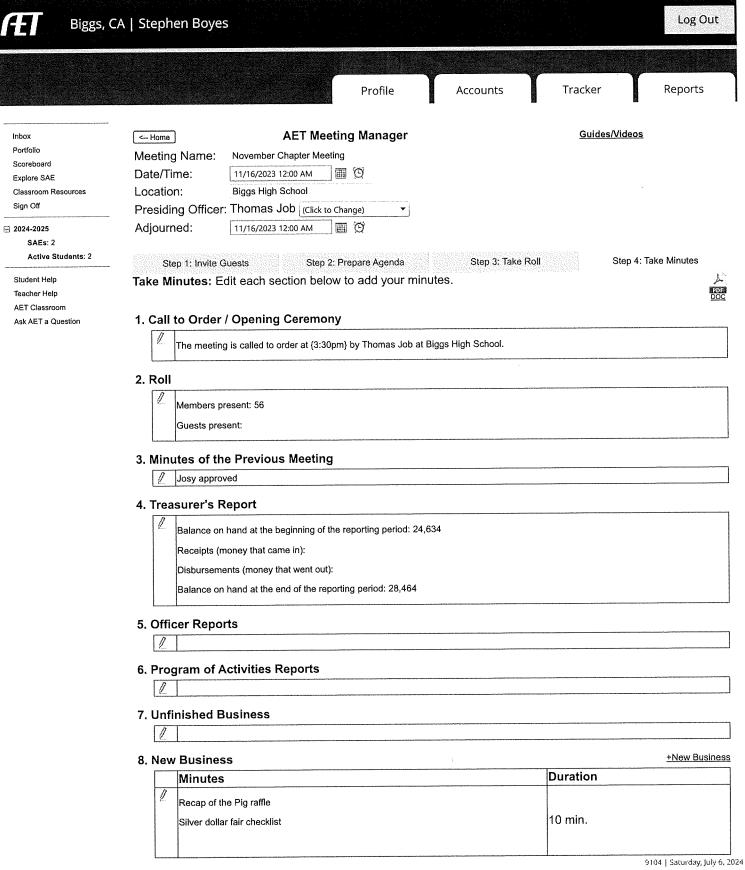
			ite must show evidence of meeting the following. If ible to apply for Part C funding.		
	Each teacher (50 percent of their teaching load in agriculture) must have participated in eight approved professional development activities.				
	Agenda and Minutes fo	or three Agricult	ture Education Advisory Committee meetings.		
	Each teacher (50 percent of their teaching load in agriculture) must have an extended contract and/or a project supervision period. The project supervision period must be in addition to the provided prep period.				
	program has met the th following Sections.	ree required cri	teria, they are eligible for funding and must complete		
Sec	tion A – Earn one poin	t for each criteri	ion met.		
$\checkmark$			ther planning activity prior to the start of s during the year to plan FFA activities.		
$\checkmark$			on Advisory Committee, the program has in FFA Alumni Chapter.		
	Program hosted a Stud	dent Teacher.			
			Total Points Section A: $\frac{6}{}$ (3 Points Possible)		
Sec Rep	tion B – Earn points ba ort. Points Earned as lo	ised on AET Ca dentified in the A	alifornia Ag CTE Incentive Grant Application AET Report for D–Program:		
			Total Points Section B: 6 (Section A + Section B Points)		
Lev	el A Funding: (\$5,000)	\$ 5,000.00			
Lev	el B Funding: (\$7,500)	\$ 7,500.00			
Tot	al Part C Funding:				
Par	t A Base Level Funding	\$ 0.00	· •		
Par	t B Additional Funding:	\$ 0.00	· · · · · · · · · · · · · · · · · · ·		
Par	t C Program Funding:	\$ 0.00			
Cro	nd Total Funding	\$ 12 500 00			

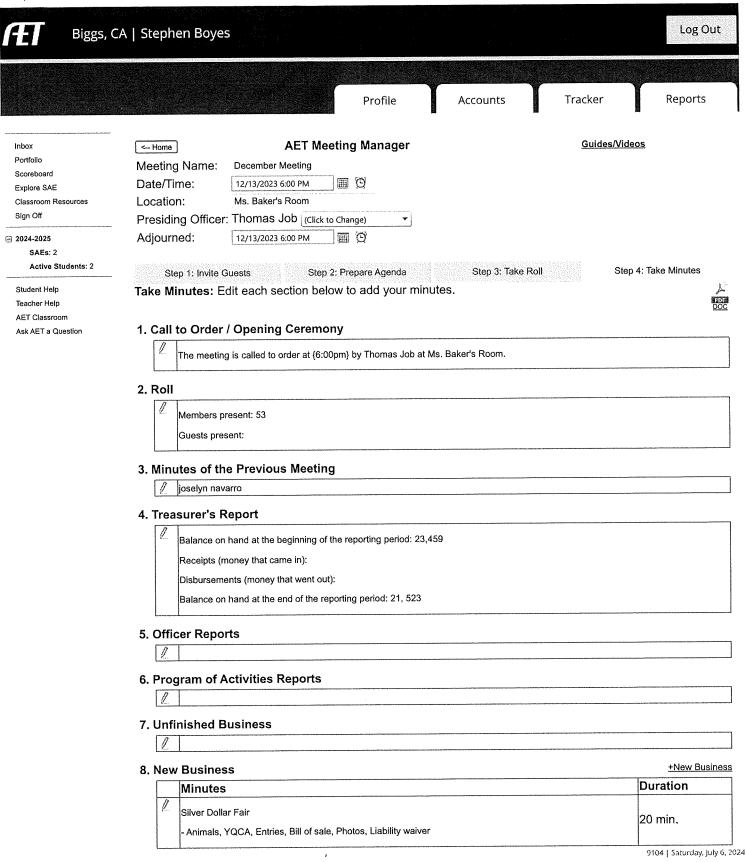
Posted by: California Department of Education 30May 2024

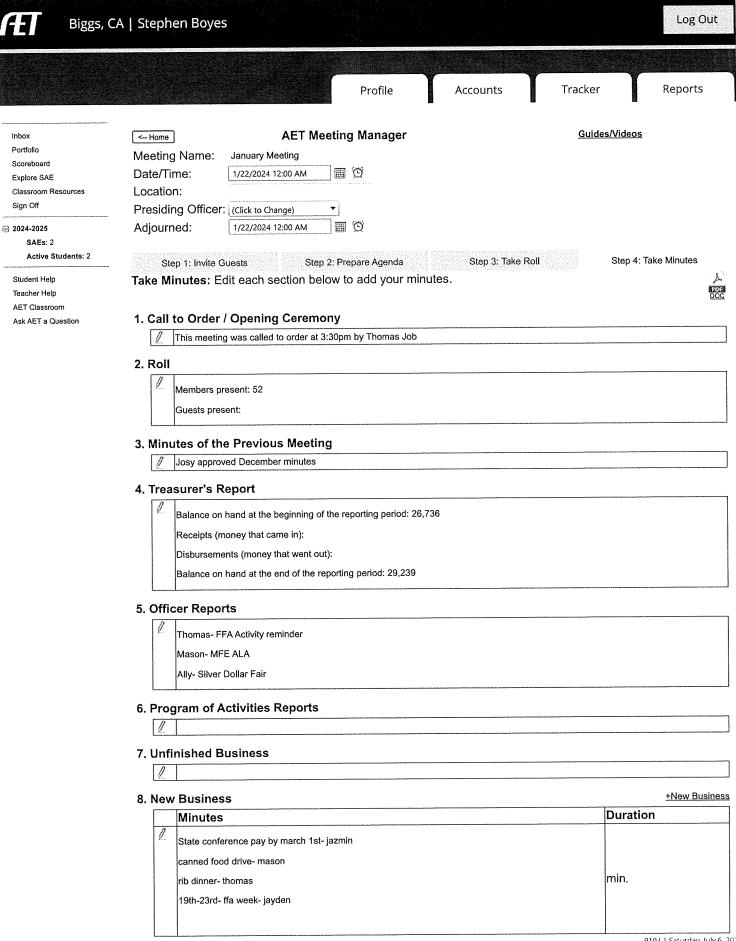


9104 | Saturday, July 6, 2024

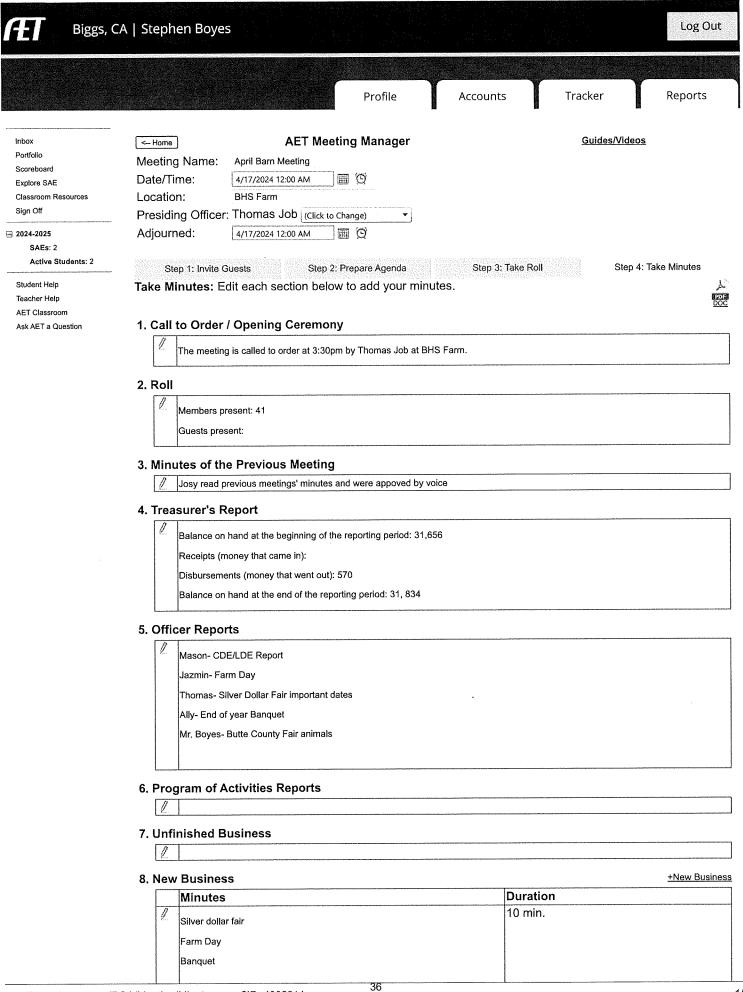








9104 | Saturday, July 6, 2024



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		If the Deceased flag is displayed, the
		licensee is deceased.

Document Number	Document Title	Term	Status	Issue Date	Expiration Dat
230028138	Certificate of Clearance	:	Valid	1/31/2023	2/1/2028
> 230241241 Single Subject Te	Single Subject Teaching Credential	Intern	Valid	8/7/2023	9/1/2025

# Authorization/Subjects

AGK	Authorization Code Autho  INTR  ELAS	Authorization Description	Subject Code STMT NONE	Subject Description  This is a non-authorization statem Credentials.
	R1S		AGKI	Agricard

# Renewal Requirements

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

1/2

TC Code Not Requ the holder must receive a formal recommendation from the supervising college or university for the preliminary This internship credential may not be renewed. To continue to serve in a position authorized by this credential, or clear credential which authorizes this service. V R17

**Employment Restrictions** 

# Organization 1 Organization County

SCHOOL UNIFIED BIGGS OS ^

DISTRICT

BUTTE COUNTY OFFICE OF EDUCATION

2/2

#### November 16th 2023 Ag. Advisory Committee Agenda

#### **New Business**

- Silver Dollar Fair and Butte County Update
- Check on the CDE judging team progress
- North Valley Section Contest
- Field Days
- State Conference
- Rib Dinner
- State FFA Degrees
- MFE/ALA
- Biggs Unified Walnut Orchard Discussion
- FFA Update
- Five year plan
- Committee Questions/Topics?

#### November 16th 2023 Ag. Advisory Committee Meeting Minutes

Meeting called to order by Mr. Boyes at 5:02pm

#### **New Business**

- Silver Dollar Fair and Butte County Update- Boyes reported that we had many students representing all species at both fairs. Many class winners, and accomplishments in swine, rabbits, lambs. YQCA Certifications are taught by Boyes. Students will need to upload their certificates for entries. Silver Dollar Fair Entries open December 1st.
- Check on the CDE judging team progress/ Field Days- Baker reported that there is a lot of interest in CDE teams. We currently have a floral team that competed and placed at Shasta Field Day and are expecting to compete at various field days in the spring. Baker wishes to promote LDE/ CDEs in her classroom to boost students' involvement and buy in. Kaelin mentioned conducting a survey for students to see where student interest is.
- North Valley Section Contest- Baker updated that Biggs FFA brought four opening and closing teams to the North Valley FFA Section Contest. Biggs was awarded as the 1st
   High Novice team and had four Outstanding officers recognized. There were also six
   freshmen partaking in the B.I.G contest. These students wish to compete in the future.
- State Conference-Boyes informed that State Conference registration opens December 1st 2023. This year the conference will be held in Sacramento on March 21-24 2024.

  Students will pay \$350-400 to attend. Hotel reservations have been made.
- Rib Dinner- Boyes updated that the Biggs FFA Annual Rib Dinner will be held February 13th 2024. Tickets will be \$40 and will consist of four person dinner with a full rack of ribs, potatoes, salad, rolls, and brownies. The Sheppard's will be assisting in cooking the ribs. Potatoes will be donated from Tulelake. Maximum ticket sales: 160.

November 16th 2023 Ag. Advisory Committee Meeting Minutes

• State FFA Degrees- Boyes informed that there is an updated requirement for State

Degrees, however it is very similar to the past years. Boyes mentioned how we have a

new regional supervisor, Anthony Drummonde. He brought back in person AET State

Degree verification. Baker plans to host State Degree Workshops for students hoping to

obtain their State Degree this year.

• MFE/ALA- Boyes informed that the MFE/ ALA Conference is in Redding on January 19-20th. This conference is open for sophomores, juniors. There are 6 spots available.

• Biggs Unified Walnut Orchard Discussion- Mr. Kaelin informed that the Walnut Orchard is district owned and FFA managed. It was recently harvested, and Mr. Boyes' classes and some students over the summer took care of it. The walnuts are within their seventh year of production and yield a high quality crop. Kelby Sheppard advised pruning the orchard mid august and target root disease by cutting back the trees 50% in the winter. Jennifer Job mentioned if we could offer a spring pre-hire position to foresee the orchard

• Five year plan- Mr. Kaelin spoke about the Career Technical Education Grant that is available and could be a great resource for our program. Mr. Kaelin mentioned our pathway completers and how Baker's Animal Science and Floriculture classes will

become Dual Enrolled with Butte College in the spring.

• Committee Questions/Topics?

that would involve spring training.

The meeting was adjourned at 6:33pm

Members in attendance:

• Doug Kaelin

• Jennifer Job

### November 16th 2023 Ag. Advisory Committee Meeting Minutes

- Kelby Sheppard
- Jon Scott
- Steve Boyes
- Lilly Baker

#### February 12th 2024 Ag. Advisory Committee Agenda

#### **New Business**

- Silver Dollar Fair Update
- Check on the CDE judging team progress
- Field Days
- State Conference
- Rib Dinner
- State FFA Degrees
- Biggs Unified Walnut Orchard Discussion
- FFA Banquet
- Five year plan
- Committee Questions/Topics?

#### February 12th 2024 Ag. Advisory Committee Meeting Minutes

Meeting called to order by Mr. Boyes at 5:35pm

#### **New Business**

- Silver Dollar Fair Update- Boyes reported that we will have many students representing all species at both fairs. YQCA Certifications are taught by Boyes. Students will need to upload their certificates for entries. Silver Dollar Fair Entries opened December 1st, all other documents are submitted mid March.
- Check on the CDE judging team progress/ Field Days- Baker reported that there is a lot
  of interest in CDE teams. We currently have two CDE teams, the floral team and veg
  crop team. Students went to an LDE competition at Palermo Middle School. Student
  competed in Creed, Job Interview, and Extemporaneous Speaking
- State Conference- Boyes informed that State Conference registration opened on
   December 1st 2023. This year the conference will be held in Sacramento on March 21-24
   2024. Students will pay \$350-400 to attend. This money will be collected no later than
   March 1st.
- Rib Dinner- Boyes updated that the Biggs FFA Annual Rib Dinner will be held tomorrow, February 13th 2024. Tickets will be \$40 and will consist of four person dinner with a full rack of ribs, potatoes, salad, rolls, and brownies. The Sheppard's will be assisting in cooking the ribs. Potatoes will be donated from Tulelake. Maximum ticket sales: 160. Current sales: 155
- State FFA Degrees- We have six students getting their State FFA Degree this year.

  Students will be attending an awards ceremony in April for acknowledgement.
- MFE/ALA- Boyes reported that he took 6 students to MFE/ ALA Conference in Redding on January 19-20th.

#### February 12th 2024 Ag. Advisory Committee Meeting Minutes

- Biggs Unified Walnut Orchard Discussion- Mr. Boyes' classes worked on the orchards in the fall. Kelby Sheppard provided advice on how to maintain the orchard in the early spring. Conversations of best irrigation practices surfaced. No decisions were made on the future of the orchard. Discussion will continue in our fall meeting.
- FFA Banquet- All Ag Advisory members are invited to attend the FFA Banquet on May
   2nd 2024. Food will be provided. Dessert auction will follow awards.
- Five year plan- Baker's Animal Science and Floriculture classes are dual enrolled with Butte College in the spring. Conversation of barn advancements such as a mister system and digital check in were brought up.
- Committee Questions/Topics?

The meeting was adjourned at 7:04pm

#### Members in attendance:

- Kelby Sheppard- Walnut farmer
- Jon Scott- Irrigation
- Steve Boyes- Ag Teacher
- Lilly Baker- Ag Teacher



#### MEMORANDUM OF UNDERSTANDING

#### I. General

This Memorandum of Understanding (MOU) is between the **Tehama County Department of Education**, serving as the Local Education Agency ("LEA") for the **Tehama County Department of Education Teacher Induction Program** ("PROGRAM"), and **the county office of education, district, employing agency, or independent charter school** ("DISTRICT") signing below. Throughout the MOU, new teachers are referred to as "Candidates" and veteran teachers are referred to as "Mentors." The term of this MOU commences on **July 1, 2024**, and terminates on **June 30, 2025**.

#### II. Purpose

The purpose of the MOU is to establish a formal working relationship between the DISTRICT, LEA, and the PROGRAM. The PROGRAM will provide and coordinate services and support to guide Candidates in meeting California credential requirements through the state-accredited Teacher Induction Credential Programs: General Education Clear Credential Program and Education Specialist Clear Credential Program.

#### III. Eligibility

Eligible Candidates are those hired within the following credential and program categories:

 Clear Credential Program: Candidates holding preliminary Multiple Subject, Single Subject, Education Specialist Credential or Out of State/Country trained teachers

#### IV. LEA and PROGRAM Responsibilities

- Establish a program model in alignment with California Teacher Induction Standards to ensure PROGRAM accreditation status through the California Commission on Teacher Credentialing (CCTC) Accreditation System.
- 2. Submit accreditation reports and fees as required by CCTC.
- 3. Employ a PROGRAM Administrator whose primary duty is to administer the PROGRAM and employ Support Staff.
- 4. Provide office support services for the PROGRAM, including, but not limited to, mail service, phone, fax, internet services, technology support, and meeting space for PROGRAM activities.
- 5. Provide sufficient and appropriate workspace for the PROGRAM Administrator and PROGRAM Support Staff.
- 6. Provide business and legal services required for PROGRAM implementation.
- 7. Provide a process for equitable distribution of support, formative assessment, and credential services to Candidates and Mentors in all participating DISTRICTS within the region.
- 8. Provide optional professional development for Candidates and Mentors.
- 9. Employ Coaches whose primary duty is to support Mentors and Candidates in meeting PROGRAM requirements.
- 10. Develop and provide ongoing training and support for Mentors.
- 11. Advise Candidates of an Early Completion Option for "experienced and exceptional" candidates.
- 12. Arrange for and monitor California State University, Chico, and Simpson University Continuing Education Units for Candidates and Mentors.
- 13. Submit Clear Credential recommendations to the CCTC for Candidates who have successfully completed the requirements of the PROGRAM.
- 14. Inform Candidates of the completion of requirements for the Clear General Education Credentials (Multiple and/or Single Subject) and/or Clear Education Specialist Credentials.
- 15. Inform the DISTRICT of the Candidate's and Mentor's progress toward completion of PROGRAM requirements.
- 16. Convene PROGRAM Regional Advisory Council meetings a minimum of two times per year and Leadership Team meetings a minimum of two times per year to engage stakeholders in the decision-making process

- and to support the continuous improvement of services provided to Mentors and Candidates.
- 17. Administer Mid-Year and End-of-Year surveys to Site Administrators, Mentors, and Candidates for PROGRAM evaluation.
- 18. Assume overall fiscal responsibility for the administration of the PROGRAM budget, including submission of year-end expenditure reports and any other documentation required by CCTC and/or the California Department of Education (CDE).
- 19. In the event of program closure, TCDE will offer a teach-out plan, which includes individual transition plans for each Candidate, as well as a plan for Candidates to access their student records.
- 20. May provide a refund to the DISTRICT if a Candidate discontinues PROGRAM participation (Refer to the 2024-2025 Refund Schedule).

#### V. DISTRICT Responsibilities

- 1. Appoint a DISTRICT Coordinator whose assignment includes dedicated time to fulfill the DISTRICT Coordinators roles and responsibilities.
- 2. Upon hire, identify and enroll all Candidates who are eligible for PROGRAM services, as described by state guidelines
- 3. Communicate to all site administrators the need to support program participants through program work and employer input in the Candidates' development of an Individual Learning Plan (ILP) within 60 days of hire, through collaborative goal-setting meetings at the start of each inquiry, and through a mid-year check-in meeting.
- 4. Employer will Provide Candidates and Mentors release time (at the expense of the DISTRICT) to support participants in formal and informal observations (a minimum of one per semester) and/or observations of colleagues. Employer understands that the ILP is used to guide professional development and not for teacher evaluation or employment decisions.
- 5. Make every effort to assign Candidates to classrooms appropriate to their novice status, avoiding whenever possible, combination classrooms, secondary assignments with multiple preps, teaching assignments at multiple sites, and multiple adjunct duties.
- 6. Provide newly-hired teachers with a DISTRICT Orientation.
- 7. Assign a qualified Mentor to each eligible Candidate within 30 days of the Candidate's enrollment in the PROGRAM.

Memorandum of Understanding - Page 3

- 8. Utilize defined selection criteria to identify high-quality, experienced teachers to serve as Mentors for Candidates. Mentors must demonstrate effective coaching, interpersonal, and communication skills and:
  - a. Hold a Clear Credential which is a match to that of the Credential Candidate
  - b. Have 3 or more years of effective teaching experience
  - Display best practices in providing "just-in-time" (as needed) and longer-term analysis of teaching practice to help candidates develop enduring professional skills
  - d. Are committed to attending Mentor training, scheduled meetings, and meeting weekly with Candidates
  - e. Have the ability, willingness, and flexibility to meet the Candidate's needs for support.
  - f. Display willingness to work collaboratively with colleagues and regional TTIP staff
  - g. Embrace a positive attitude and disposition towards students and teaching
  - h. Develop a sustained and thoughtful collegial relationship with Candidates
  - i. Demonstrate leadership skills, curriculum expertise, and knowledge of district resources
  - j. Serve as a role model for the teaching profession
- 9. Assure the PROGRAM that the Mentor assigned to the Candidate does not have any supervisory role or responsibilities over the Candidate they are assigned to mentor.
- 10. Provide Mentors time to participate in the PROGRAM Mentor training on observation protocol, learning-focused conversations, "just-in-time" coaching, and one-to-one consultations with Candidate(s).
- 11. Communicate PROGRAM requirements and Expectations of Site Administrators to Site Administrators with Candidates enrolled in the PROGRAM.
- 12. Provide full access for Candidates to enroll in the Tehama Teacher Induction Program Google classrooms, which may include whitelisting TCDE's domain, email addresses, etc.
- 13. Notify PROGRAM staff within 10 business days of any changes in the employment status, leaves of absence, or changes in teaching assignment of the enrolled Candidate(s) and Mentor(s).

- 14. Notify PROGRAM staff of a need for a Mentor reassignment.
- 15. Notify PROGRAM staff of any Candidate who discontinues PROGRAM participation (Refer to the 2024-2025 Refund Schedule).
- 16. Participate in PROGRAM evaluation by providing feedback via the Site Administrator Mid-Year and End-of-Year surveys.
- 17. Participate in the CCTC Accreditation Cycle (Site Review interviews, etc.) as needed.
- 18. Appoint a minimum of one liaison to serve on the PROGRAM'S Regional Advisory Council. The liaison(s) should be a designee authorized by the DISTRICT to fulfill the roles and responsibilities assigned to him or her. The liaison supports the PROGRAM by providing ongoing updates, communication, and information to and from the DISTRICT.
- 19. Assume financial responsibility of all PROGRAM Fees for each Candidate enrolled in the PROGRAM (Refer to the 2024-2025 Fee Schedule).

#### VI. Non-Discrimination Clause

Any service provided by either party pursuant to this agreement shall be without discrimination based on the actual race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. TCDE and DISTRICT agree to make all personnel decisions without unlawful discrimination, including decisions regarding the admission, retention, or graduation of students, and decisions regarding the employment, retention, or promotion of employees.

Each party hereto agrees to hold harmless and to indemnify the other party, its officers and employees, against liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage, or expense arising from the negligence, willful misconduct or omission of the party which committed the act, and while acting under the terms and conditions of the Agreement. Should any action be brought to enforce any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees. Both parties, as certified by the signatures below, agree to the provisions of this Agreement.

## VII. Program Participation Options \*\*MUST SELECT AN OPTION\*\*

The DISTRICT will select one of the following options (check next to either Option A or Option B). Both options require full participation in the Tehama Teacher Induction Program (TTIP) by all participants. Billing will occur in January.

OPTION A – PROGRAM will pay each Mer the completion of one year of mentorship	지어 그 사람들이 있으면 가는 상대를 하는 것들이 그는 것이 없는 그들이 살아보고 하는 것이 없는 것이 없다면 하는데 되었다면 하는데 없다면 하는데 없다면 없다면 없다면 없다면 다른데 없다면 없다면 다른데 없다면
OPTION B – DISTRICT will pay/compensate mentorship.	e each Mentor directly for one year of
Option A: PROGRAM pays Mento	or (see fee schedule)
Option B: DISTRICT pays Mentor (	see fee schedule)
Richard DuVarney Richard DuVarney (Apr 10, 2024 16:45 PDT)	Doug Koe
RICHARD DUVARNEY, Superintendent	Superintendent/Clerk/Authorized Agent
Tehama County Department of Education	
Apr 10, 2024	Doug Kaelin
Date	Print Name
	Biggs Unified
	District Name
	7-1-24
	Date

2024-2025 Fee Schedule	Option A  TTIP Pays Mentor (includes \$1,700 mentor stipend)	Option B  District Pays Mentor		
Clear Credential Program Includes enrollment of one Candidate in one or more of the following programs: Clear	\$4,200 (before 9/3/2024)	<b>\$2,500</b> (before 9/3/2024)		
Multiple Subject Credential, Clear Single Subject Credential, and Clear Education Specialist Credential	<b>\$4,400</b> (after 9/4/2024)	\$2,700 (after 9/4/2024)		
Dual Credential Program Includes enrollment of one Candidate in two or more of the following programs: Clear Multiple Subject Credential, Clear Single Subject Credential, or Clear Education Specialist Credential	\$4,450 per year \$2,750 per year			
Early Completion Option Program The Candidate must be an experienced and exceptional teacher and must meet the program criteria to gain admission in the Early Completion Option (ECO) Program	\$4,450 per year	\$2,750 per year		
Extended Year Credential Program  If the Candidate goes beyond the two-year program due to lack of progress or missing requirements, an additional fee of \$1000 per year, per Candidate will be applied.  Additional yearly fees may apply if a Mentor is assigned to support the Candidate beyond the two-year program. Additional fees will be based on the length of mentoring recommended to support program completion.	\$1000 per year  Mentor Stipend Fee (if needed): \$1,700 per year			

2024-2025 Refund Schedule				
Date PROGRAM receives written notice from DISTRICT that a Candidate and Mentor will not be participating in the Program	Amount of Refund			
April 15 – July 31 100% of Credential Program Fee				
August 1 – August 31	80% of Credential Program Fee			
September 1 – September 30 70% of Credential Program Fee				
October 1 – October 31	50% of Credential Program Fee			
November 1 – November 30	25% of Credential Program Fee			
December 1 – June 30	No refund			

#### Policies and Procedures

- TCDE Record Retention Policy
- Records Request
- Grievance Policy and Form
- Complaints Concerning Department Employees
- Uniform Complaint Procedures
- Induction Program Preconditions and Standards
- General Institutional Preconditions

#### **BIGGS UNIFIED SCHOOL DISTRICT**

August 14, 2024

Item Number:	14 C
Item Title:	Approval of SY 2024-25 Rural Education Achievement Program (REAP)
Presenter:	Doug Kaelin
Attachments:	Grant Letter/Awards

\_\_\_\_\_

[] Consent Agenda [X] Action [] Report [] Work Session [] Other

#### **Background/Comments:**

The REAP is a grant issued by the provisions of Title V, Part B Subpart 1 of the Elementary and Secondary Education Act (ESEA) and designed to address the needs of rural, low-income schools. Funds are to be used to carry out activities specified by the statute.

#### **Fiscal Impact:**

Item Type:

Awards total \$ 9,857.00

#### **Educational Impact:**

To improve the academic achievement of disadvantaged students. These funds will pay for instructional materials and supplies.

#### **Recommendation:**

The Administration recommends the Board approve the FY 24/25 REAP Grant Awards as presented.

S358A240244 Analyn Dyer Biggs Unified 300 B St. Biggs, CA 95917 S358A240244

Doug Kaelin Biggs Unified 300 B St. Biggs, CA 95917



# US Department of Education Washington, D.C. 20202

#### **GRANT AWARD NOTIFICATION**

	RECIPIENT NAME	T -	AWADDINI	FORMATION			
1	RECIFIENT NAME	2	AWARDIN	FORWATION			
	Biggs Unified		PR/AV	VARD NUMBE	R	S358A240244	
	300 B St.		AC	TION NUMBE		1	
	Biggs, CA 95917			ACTION TYP		New	
				AWARD TYP	PΕ	Formula	
-	PROJECT STAFF	4	PROJECT D	ESCRIPTION			
3		4					
	RECIPIENT STATE DIRECTOR		84.358A				
	Analyn Dyer (530) 868-1281		Small, F	Rural School Ac	hieveme	ent Program	
	adyer@biggs.org						
	EDUCATION PROGRAM CONTACT						
	Alice Kinney (202) 453-5811 alice.kinney@ed.gov						
	EDUCATION PAYMENT HOTLINE						
	G5 PAYEE HELPDESK 888-336-8930						
	obssed@servicenowservices.com						
5	KEY PERSONNEL						
J	21/4						2
	N/A						
6	AWARD PERIODS						
	BUDGET PERIOD 07/01/2024	- 09/3	0/2025				
	FEDERAL FUNDING PERIOD 07/01/2024						
	ELEVINE DI INCET DEDICA						
	FUTURE BUDGET PERIODS						
	N/A						
	AUTHORIZED FUNDING						
7	AUTHORIZED FUNDING						
	CURRENT AWARD AMOUNT		\$9,857.00				
	PREVIOUS CUMULATIVE AMOUNT		\$0.00				
	CUMULATIVE AMOUNT		\$9,857.00				
	ADMINISTRATIVE INFORMATION						
8	ADMINISTRATIVE IN ORMATION						
	UEI E8PDYT2Z9J85						
	REGULATIONS CFR PART 76						
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	FUND FUNDING AWARD ORG. CODE CATEGOR CODE YEAR YEAR	ΚY	LIMITATION	ACTIVITY	CFDA	CLASS	AMOUNT
	1000M 2024 2024 ES000000 B		QJ5	000	358	4101A	\$9,857.00



# US Department of Education Washington, D.C. 20202

#### **GRANT AWARD NOTIFICATION**

PR/AWARD NUMBER:

S358A240244

RECIPIENT NAME:

Biggs Unified

#### TERMS AND CONDITIONS

- (1) The Office of Management and Budget requires all Federal agencies to assign a Federal Award Identifying Number (FAIN) to each of their financial assistance awards. The PR/AWARD NUMBER identified in Block 2 is your FAIN. If subawards are permitted under this grant, and you choose to make subawards, you must document the assigned PR/AWARD NUMBER (FAIN) identified in Block 2 of this Grant Award Notification on each subaward made under this grant. The term subaward means:
  - 1. A legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. (See 2 CFR 200.331(a))
  - 2. The term does not include your procurement of property and services needed to carry out the project or program (The payments received for goods or services provided as a contractor are not Federal awards, see 2 CFR 200.501(f) of the OMB Uniform Guidance: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards").
  - 3. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract. (See 2 CFR 200.1)
- (2) The negotiated indirect cost rate or the indirect cost allocation plan approved for the entity identified in Block 1 of this GAN applies to this grant award.
- (3) (1) Grants under the REAP Small Rural School Achievement Program are made subject to the applicable acts and regulations.

This grant is issued in accordance with the provisions of Title V, Part B, Subpart 1 of the Elementary and Secondary Education Act (ESEA), as amended. This award is also subject to the provisions of the Department of Education General Administrative Regulations (EDGAR), 34 CFR Parts 75, 77, 79, 81, 82, 97, 98 and 99, 2 CFR 3485, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

(2) Funds received under this program may be used to carry out activities authorized under one or more of the following federal programs:

Part A of Title I (Improving Basic Programs Operated by Local Educational Agencies)

Part A of Title II (Supporting Effective Instruction)

Title III (Language Instruction for English Learners and Immigrant Students)

Part A of Title IV (Student Support and Academic Enrichment Grants)

Part B of Title IV (21st Century Community Learning Centers)

(3) In accordance with 34 CFR 75.261(a), the U.S. Department of Education has extended the performance period of this award so that any funds that are not obligated at the end of the federal funding period specified in Block 6 shall remain available for obligation for an additional period of 12 months, providing a total of 27 months for funds to be obligated.



# US Department of Education Washington, D.C. 20202

#### **GRANT AWARD NOTIFICATION**

Adam Schott

07/20/2024

**AUTHORIZING OFFICIAL** 

**Acting Assistant Secretary** 

DATE

Authorizing Official's signature digitally affixed by:

TINA HUNTER

Digitally signed by TINA HUNTER Date: 2024.07.20 22:46:21 -04'00'

#### EXPLANATION OF BLOCKS ON THE GRANT AWARD NOTIFICATION

For Discretionary, Formula and Block Grants (See Block 2 of the Notification)

- 1. RECIPIENT NAME The legal name of the recipient or name of the primary organizational unit that was identified in the application, state plan or other documents required to be submitted for funding by the grant program.
- 2. AWARD INFORMATION Unique items of information that identify this notification.
  - **PR/AWARD NUMBER** A unique, identifying number assigned by the Department to each application. On funded applications, this is commonly known as the "grant number" or "document number." The PR/Award Number is also known as the Federal Award Identifying Number, or FAIN.
  - ACTION NUMBER A numeral that represents the cumulative number of steps taken by the Department to date to establish or modify the award through fiscal or administrative means. Action number "01" will always be "NEW AWARD"
  - ACTION TYPE The nature of this notification (e.g., NEW AWARD, CONTINUATION, REVISION, ADMINISTRATIVE)
  - AWARD TYPE The particular assistance category in which funding for this award is provided, i.e., DISCRETIONARY, FORMULA, or BLOCK. If this award was made under a Research and Development grant program, the terms RESEARCH AND DEVELOPMENT will appear under DISCRETIONARY, FORMULA OR BLOCK.
- 3. PROJECT STAFF This block contains the names and telephone numbers of the U.S. Department of Education and recipient staff who are responsible for project direction and oversight.
  - \*RECIPIENT PROJECT DIRECTOR The recipient staff person responsible for administering the project. This person represents the recipient to the U.S. Department of Education.
  - **EDUCATION PROGRAM CONTACT -** The U.S. Department of Education staff person responsible for the programmatic, administrative and businessmanagement concerns of the Department.
  - **EDUCATION PAYMENT CONTACT** The U.S. Department of Education staff person responsible for payments or questions concerning electronic drawdown and financial expenditure reporting.
- 4. PROJECT TITLE AND CFDA NUMBER Identifies the Catalog of Federal Domestic Assistance (CFDA) subprogram title and the associated subprogram number.
- 5.\* KEY PERSONNEL Name, title and percentage (%) of effort the key personnel identified devotes to the project.
- 6. AWARD PERIODS Project activities and funding are approved with respect to three different time periods, described below:
  - **BUDGET PERIOD** A specific interval of time for which Federal funds are being provided from a particular fiscal year to fund a recipient's approved activities and budget. The start and end dates of the budget period are shown.
  - **PERFORMANCE PERIOD** The complete length of time the recipient is proposed to be funded to complete approved activities. A performance period may contain one or more budget periods.
  - \*FUTURE BUDGET PERIODS The estimated remaining budget periods for multi-year projects and estimated funds the Department proposes it will award the recipient provided substantial progress is made by the recipient in completing approved activities, the Department determines that continuing the project would be in the best interest of the Government, Congress appropriates sufficient funds under the program, and the recipient has submitted a performance report that provides the most current performance information and the status of budget expenditures.
- AUTHORIZED FUNDING The dollar figures in this block refer to the Federal funds provided to a recipient during the award periods.
  - \*THIS ACTION The amount of funds obligated (added) or de-obligated (subtracted) by this notification.
  - \*BUDGET PERIOD The total amount of funds available for use by the grantee during the stated budget period to this date.
  - \*PERFORMANCE PERIOD The amount of funds obligated from the start date of the first budget period to this date.
  - **RECIPIENT COST SHARE** The funds, expressed as a percentage, that the recipient is required to contribute to the project, as defined by the program legislation or regulations and/or terms and conditions of the award.
  - RECIPIENT NON-FEDERAL AMOUNT The amount of non-federal funds the recipient must contribute to the project as identified in the recipient's application. When non-federal funds are identified by the recipient where a cost share is not a legislation requirement, the recipient will be required to provide the non-federal funds.
- 8. ADMINISTRATIVE INFORMATION This information is provided to assist the recipient in completing the approved activities and managing the project in accordance with U.S. Department of Education procedures and regulations.
  - UEI The UEI, issued in SAM.gov, is a unique 12 character organization identifier assigned to each recipient for payment purposes.

- \*REGULATIONS Title 2 of the Code of Federal Regulations(CFR), Part 200 as adopted at 2 CFR 3474; the applicable parts of the Education Department General Administrative Regulations (EDGAR), specific program regulations (if any), and other titles of the CFR that govern the award and administration of this grant.
- \*ATTACHMENTS Additional sections of the Grant Award Notification that discuss payment and reporting requirements, explain

  Department procedures, and add special terms and conditions in addition to those established, and shown as
  clauses, in Block 10 of the award. Any attachments provided with a notification continue in effect through the project
  period until modified or rescinded by the Authorizing Official.
- 9. LEGISLATIVE AND FISCAL DATA The name of the authorizing legislation for this grant, the CFDA title of the program through which funding is provided, and U.S. Department of Education fiscal information.

#### FUND CODE, FUNDING YEAR, AWARD YEAR, ORG.CODE, PROJECT CODE, OBJECT CLASS -

The fiscal information recorded by the U.S. Department of Education's Grants Management System (G5) to track obligations by award.

AMOUNT - The amount of funds provided from a particular appropriation and project code. Some notifications authorize more than one amount from separate appropriations and/or project codes. The total of all amounts in this block equals the amount shown on the line, "THIS ACTION" (See "AUTHORIZED FUNDING" above (Block 7)).

- 10. TERMS AND CONDITIONS Requirements of the award that are binding on the recipient.
  - \*PARTICIPANT NUMBER The number of eligible participants the grantee is required to serve during the budget year.
  - \*GRANTEE NAME The entity name and address registered in the System for Award Management (SAM). This name and address is tied to the UEI registered in SAM under the name and address appearing in this field. This name, address and the associated UEI is what is displayed in the SAM Public Search.
  - \*PROGRAM INDIRECT COST TYPE The type of indirect cost permitted under the program (i.e. Restricted, Unrestricted, or Training).
  - \*PROJECT INDIRECT COST RATE The indirect cost rate applicable to this grant.
  - \*AUTHORIZING OFFICIAL The U.S. Department of Education official authorized to award Federal funds to the recipient, establish or change the terms and conditions of the award, and authorize modifications to the award

#### FOR FORMULA AND BLOCK GRANTS ONLY:

(See also Blocks 1, 2, 4, 6, 8, 9 and 10 above)

3. PROJECT STAFF - The U.S. Department of Education staff persons to be contacted for programmatic and payment questions.

#### 7. AUTHORIZED FUNDING

CURRENT AWARD AMOUNT - The amount of funds that are obligated (added) or de-obligated (subtracted) by this action.

PREVIOUS CUMULATIVE AMOUNT - The total amount of funds awarded under the grant before this action.

CUMULATIVE AMOUNT - The total amount of funds awarded under the grant, this action included.

10. AFFILIATE - If an affiliate digital signature appears on this GAN, it is the digital signature belonging to the individual delegated the authority to affix the Authorizing Official's signature to the GAN.

<sup>\*</sup> This item differs or does not appear on formula and block grants.

# UNITED STATES DEPARTMENT OF EDUCATION OFFICE OF THE CHIEF FINANCIAL OFFICER & CHIEF INFORMATION OFFICER

Biggs Unified 300 B St.

Biggs, CA 95917

SUBJECT: Payee Verification for Grant Award S358A240244

This is to inform you of the payee for the above listed grant award issued by the United States Department of Education

Grantee UEI: E8PDYT2Z9J85

Grantee Name: BIGGS UNIFIED SCHOOL DISTRICT

Payee UEI: E8PDYT2Z9J85

Payee Name: BIGGS UNIFIED SCHOOL DISTRICT

If any of the above information is not correct, please contact a Payee Customer Support Representative at 1-888-336-8930. Please send all the correspondence relating to the payee or bank information changes to the following address:

U.S. Department of Education 550 12th Street, SW Room 6087 Washington, DC 20202

Attn: Stephanie Barnes Phone: 202-245-8006

# AN OVERVIEW OF SINGLE AUDIT REQUIREMENTS OF STATES, LOCAL GOVERNMENTS, AND NONPROFIT ORGANIZATIONS

This GAN ATTACHMENT is <u>not</u> applicable to for-profit organizations. For-profit organizations comply with audit requirements specified in block 10 of their Grant Award Notification (GAN).

# Summary of Single Audit Requirements for States, Local Governments and Nonprofit Organizations:

- Single Audit. A non-Federal entity (a State, local government, Indian tribe, Institution of Higher Education (IHE)<sup>1</sup>, or nonprofit organization) that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR 200.501, "Audit Requirements," except when it elects to have a program specific audit conducted.
- 2. Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding research and development (R&D)), and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
- 3. Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Generally, grant records must be maintained for a period of three years after the date of the final expenditure report (2 CFR § 200.334)
- Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity.
- 5. Report Submission. To meet audit requirements of U.S. Office of Management and Budget (OMB) Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (Uniform Guidance), grantees must submit all audit documents required by Uniform Guidance 2 CFR 200.512, including Form SF-SAC: Data Collection Form electronically to the Federal Audit Clearinghouse at:

<sup>&</sup>lt;sup>1</sup> As defined under the Higher Education Act of 1965, as amended (HEA) section 101.

#### https://facides.census.gov/Account/Login.aspx.

The audit must be completed, and the data collection form and reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day. Unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information. (2 CFR 200.512)

Grantees are strongly urged to obtain the "OMB Compliance Supplement" and to contact their cognizant agency for single audit technical assistance.

The designated cognizant agency for single audit purposes is "the Federal awarding agency that provides the predominant amount of direct funding to the recipient." Grantees should obtain a copy of the OMB Compliance supplement. This supplement will be instructive to both grantees and their auditors. Appendix III of the supplement provides a list of Federal Agency Contacts for Single Audits, including addresses, phone numbers, fax numbers, and e-mail addresses for technical assistance.

For single audit-related questions, if the U.S. Department of Education is the cognizant agency, grantees should contact the Non-Federal Audit Team in the Department's Office of Inspector General, at <a href="mailto:oignon-federalaudit@ed.gov">oignon-federalaudit@ed.gov</a>. Additional resources for single audits are also available on the Non-Federal Audit Team's website at <a href="https://www2.ed.gov/about/offices/list/oig/nonfed/index.html">https://www2.ed.gov/about/offices/list/oig/nonfed/index.html</a>. For programmatic questions, grantees should contact the education program contact shown on the Department's GAN.

Grantees can obtain information on single audits from:

The OMB website at <a href="www.omb.gov">www.omb.gov</a>. Look under Office of Management and Budget (in right column) then click Office of Federal Financial Management (to obtain OMB Compliance Supplement). The SF-SAC: Data Collection Form can be found at the Federal Audit Clearinghouse at: <a href="https://facides.census.gov/Files/2019-2021%20Checklist%20Instructions%20and%20Form.pdf">https://facides.census.gov/Files/2019-2021%20Checklist%20Instructions%20and%20Form.pdf</a>.

The American Institute of Certified Public Accountants (AICPA) has illustrative OMB Single Audit report examples that might be of interest to accountants, auditors, or financial staff at <a href="https://www.aicpa.org">www.aicpa.org</a>.

#### TRAFFICKING IN PERSONS

The Department of Education adopts the requirements in the Code of Federal Regulations at 2 CFR <u>175</u> and incorporates those requirements into this grant through this condition. The grant condition specified in 2 CFR <u>175.15(b)</u> is incorporated into this grant with the following changes. Paragraphs a.2.ii.B and b.2. ii. are revised to read as follows:

"a.2.ii.B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85."

"b.2. ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85."

Under this condition, the Secretary may terminate this grant without penalty for any violation of these provisions by the grantee, its employees, or its subrecipients.

## FEDERAL FUNDING ACCOUNTABILITY TRANSPARENCY ACT REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

The Federal Funding Accountability and Transparency Act (FFATA) is designed to increase transparency and improve the public's access to Federal government information. To this end, FFATA requires that Department of Education (Department) grant recipients:

- 1. Report **first-tier subawards** made under Federal grants that are funded at \$30,000 or more that meet the reporting conditions as set forth in this grant award term;
- 2. Report their executives' compensation for all new Federal grants that are funded at \$30,000 and that meet the reporting conditions as set forth in this grant award term; and
- 3. Report executive compensation data for their **first-tier subrecipients** that meet the reporting conditions as set forth in this grant award term.

For FFATA reporting purposes, the Department grant recipient is the entity listed in box 1 of the Grant Award Notification.

Only **first-tier subawards** made by the Department grant recipient to its **first-tier subrecipients** and the **first-tier subrecipients'** executive compensation are required to be reported in accordance with FFATA.

Subaward, Subrecipient, Recipient, Total Compensation, Executives, and other key terms, are defined within item 5, Definitions, of this grant award term.

This grant award term is issued in accordance with <u>2 CFR Part 170—Reporting Subaward And Executive</u> Compensation Information.

#### 1. Reporting of First-tier Subawards -

a. Applicability and what to report.

Unless you are exempt as provided item 4, Exemptions, of this grant award term, you must report each obligation that **equals or exceeds \$30,000** in Federal funds for a first-tier subaward to a non-Federal entity or Federal agency.

You must report the information about each obligating action that are specified in the submission instructions posted at <u>FSRS</u>.

b. Where and when to report.

The Department grant recipient must report each obligating action described in paragraph 1.a. of this award term to FSRS.

Report subaward information no later than the end of the month following the month in which the subaward obligation was made. For example, if the obligation was made on November 7, 2020, the obligation must be reported by no later than December 31, 2020.

2. Reporting Total Compensation of the Department's Grant Recipients' Executives -

#### a. Applicability and what to report.

You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000;
- ii In the preceding fiscal year, you received—
  - A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
  - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
  - C. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <a href="SEC">SEC</a> Investor.gov Executive Compensation.)

#### b. Where and when to report.

You must report executive total compensation described in paragraph **2.a.** of this grant award term:

- i. As part of your registration profile at SAM.gov.
- ii. By the end of the month following the month in which this award is made (for example, if the obligation was made on November 7, 2020 the executive compensation must be reported by no later than December 31, 2020), and annually thereafter.

#### 3. Reporting of Total Compensation of Subrecipient Executives –

a. Applicability and what to report.

Unless you are exempt as provided in item 4, Exemptions, of this award term, for each first-tier **non-Federal entity** subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. In the subrecipient's preceding fiscal year, the subrecipient received—

- A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
- B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
- C. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <a href="SEC">SEC</a> Investor.gov Executive Compensation.)

#### b. Where and when to report.

You must report subrecipient executive total compensation described in paragraph **3.a.** of this grant award term:

- i. In <u>FSRS</u>. You must include a condition on subawards that requires the subrecipients to timely report the information required under paragraph 3.a. to you the prime awardee, or in the <u>SAM.gov</u>. Subrecipient executive compensation entered in <u>SAM.gov</u> by the subrecipient will pre-populate in <u>FSRS</u>, so you do not have to report when subrecipients enter this information in <u>SAM.gov</u>. Subrecipient executive compensation not entered in <u>SAM.gov</u> by the subrecipient is reported in <u>FSRS</u> by you the Department grant recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if the subaward obligation was made on November 7, 2020 the subrecipient's executive compensation must be reported by no later than December 31, 2020.

#### 4. Exemptions -

- a. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
  - i. Subawards, and
  - ii. The total compensation of the five most highly compensated executives of any subrecipient.

#### 5. Definitions -

- a. For purposes of this award term:
  - i. Federal <u>Agency</u> means a Federal agency as defined at <u>5 U.S.C. 551(1)</u> and further clarified by 5 U.S.C. 552(f).
  - ii. Non-Federal Entity means all of the following, as defined in 2 CFR part 25:

A Governmental organization, which is a State, local government, or Indian tribe;

A foreign public entity;

A domestic or foreign nonprofit organization; and,

A domestic or foreign for-profit organization

- iii. Executive means officers, managing partners, or any other employees in management positions.
- iv. Obligation, when used in connection with a non-Federal entity's utilization of funds under a Federal award, means orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.
- v. Subaward:

This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

The term does not include your procurement of property and services (such as payments to a contractor, small purchase agreements, vendor agreements, and consultant agreements) that are needed for the benefit of the prime awardee to carry out the project or program (for further explanation, see <u>2 CFR 200.331</u>). For example, the following are not considered subawards:

Cleaning Vendors: Vendors that are hired by a grantee to clean its facility.

Payroll Services Vendors: Vendors that carryout payroll functions for the grantee.

Information Technology Vendors: Vendors that provide IT support to grant staff.

Payments to individuals that are beneficiaries of Federal programs are not considered subawards.

A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

v. Subrecipient means a non-Federal entity or Federal agency that:

Receives a subaward from you (the recipient) under this award; and

Is accountable to you for the use of the Federal funds provided by the subaward.

In accordance with its subaward, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the Department prime awardee.

- vii. Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients. See also §200.69 Non-Federal entity.
- viii. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

Salary and bonus.

Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.

Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

Above-market earnings on deferred compensation which is not tax-qualified.

Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds \$10,000.

# SPECIFIC CONDITIONS FOR DISCLOSING FEDERAL FUNDING IN PUBLIC ANNOUNCEMENTS

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, U.S. Department of Education grantees shall clearly state:

- 1) the percentage of the total costs of the program or project which will be financed with Federal money;
- 2) the dollar amount of Federal funds for the project or program; and
- 3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Recipients must comply with these conditions under Division H, Title V, Section 505 of Public Law 116-260, Consolidated Appropriations Act, 2021.

# PROHIBITION OF TEXT MESSAGING AND EMAILING WHILE DRIVING DURING OFFICIAL FEDERAL GRANT BUSINESS

Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately-owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving.

Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.

# REGISTRATION OF UNIQUE ENTITY IDENTIFIER (UEI) NUMBER AND TAXPAYER IDENTIFICATION NUMBER (TIN) IN THE SYSTEM FOR AWARD MANAGEMENT (SAM)

The U.S. Department of Education (Department) Grants Management System (G5) disburses payments via the U.S. Department of Treasury (Treasury). The U.S. Treasury requires that we include your Tax Payer Identification Number (TIN) with each payment. Therefore, in order to do business with the Department you must have a registered Unique Entity Identifier (UEI) and TIN number with the SAM, the U.S. Federal Government's primary registrant database. If the payee UEI number is different than your grantee UEI number, both numbers must be registered in the SAM. Failure to do so will delay the receipt of payments from the Department.

A TIN is an identification number used by the Internal Revenue Service (IRS) in the administration of tax laws. It is issued either by the Social Security Administration (SSA) or by the IRS. A Social Security number (SSN) is issued by the SSA whereas all other TINs are issued by the IRS.

The following are all considered TINs according to the IRS.

- Social Security Number "SSN"
- Employer Identification Number "EIN"
- Individual Taxpayer Identification Number "ITIN"
- Taxpayer Identification Number for Pending U.S. Adoptions "ATIN"
- Preparer Taxpayer Identification Number "PTIN"

If your UEI number is not currently registered with the SAM, you can easily register by going to <a href="https://www.sam.gov">www.sam.gov</a>. Please allow 3-5 business days to complete the registration process. If you need a new TIN, please allow 2-5 weeks for your TIN to become active. If you need assistance during the registration process, you may contact the SAM Federal Service Desk at 866-606-8220.

If you are currently registered with SAM, you may not have to make any changes. However, please take the time to validate that the TIN associated with your UEI is correct.

If you have any questions or concerns, please contact the G5 Hotline at 888-336-8930.

#### SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

#### 1. Requirement for System for Award Management (SAM)

Unless you are exempted from this requirement under 2 CFR 25.110, you are, in accordance with your grant program's Notice Inviting Applications, required to maintain an active SAM registration with current information about your organization, including information on your immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which you have an active Federal award or an application or plan under consideration by a Federal awarding agency. To remain registered in the SAM database after your initial registration, you are required to review and update your information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete.

#### 2. Requirement for Unique Entity Identifier (UEI) Numbers

If you are authorized to make subawards under this award, you:

- 1. Must notify potential subrecipients that they may not receive a subaward from you unless they provided their UEI number to you.
- 2. May not make a subaward to a subrecipient when the subrecipient fails to provide its UEI number to you.

#### 3. Definitions

For purposes of this award term:

- System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <a href="https://www.sam.gov">https://www.sam.gov</a>).
- 2. Unique Entity Identifier (UEI) means the identifier assigned by SAM registration to uniquely identify business entities.
- Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients. See 2 CFR 200.86.
- 4. Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. See 2 CFR 200.92.

5.	Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to
	carry out part of a Federal program; but does not include an individual that is a beneficiary of such
	program. A subrecipient may also be a recipient of other Federal awards directly from a Federal
	awarding agency. See 2 CFR 200.93.

#### PARTICIPATION OF FAITH-BASED ORGANIZATIONS

- 1. A faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.
- 2. A faith-based organization may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. Such an organization also may not, in providing services funded by the Department, or in outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.
- 3. If a grantee under a discretionary grant program of the Department has the authority under the grant to select a private organization to provide services supported by direct Federal financial assistance under the program by subgrant, contract, or other agreement, the grantee must ensure compliance with applicable Federal requirements governing contracts, grants, and other agreements with faith-based organizations, including, as applicable, (Education Department General Administrative Regulations) EDGAR §§ 75.52 and 75.532, Appendices A and B to 34 C.F.R. Part 75, and 2 C.F.R. § 3474.15 (see EDGAR § 75.714).

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#### WRITTEN NOTICE OF BENEFICIARY PROTECTIONS

In accordance with the Education Department General Administrative Regulations (EDGAR), 34 C.F.R. § 75.712, all grantees providing social services under a Department program supported by direct Federal financial assistance (e.g., programs that employment, independent living, education, or related services to individuals or groups of individuals) must give written notice to a beneficiary or prospective beneficiary of certain protections.

The written notice that an organization uses to notify beneficiaries or prospective beneficiaries of certain religious non-discrimination protections must include language substantially similar to that in Appendix C to 34 C.F.R. Part 75. Grantees have discretion regarding how to provide the notice, which may include providing the notice directly to each beneficiary, posting it on the grantee's website, or other means. A grantee or subgrantee that participates in multiple Department programs may provide a single notice covering all applicable programs. Additionally, grantees must ensure that the notice is accessible to individuals with disabilities and limited English proficient individuals as required by law. Unless notified by the applicable program office, a grantee is not required to include in the notice the information in paragraph (5) of Appendix C to 34 C.F.R. Part 75, i.e., the opportunity of a beneficiary to receive information about other similar providers.

#### Appendix C to 34 C.F.R. Part 75

Name of Organization:

Name of Program:

Contact Information for Program Staff: [provide name, phone number, and email address, if appropriate]

Because this program is supported in whole or in part by financial assistance from the U.S. Department of Education, we are required to provide you the following information:

- (1) We may not discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.
- (2) We may not require you to attend or participate in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) that may be offered by our organization, and any participation by you in such activities must be purely voluntary.
- (3) We must separate in time or location any privately funded explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) from activities supported with direct Federal financial assistance.
- (4) You may report violations of these protection, including any denials of services or benefits by an organization, by filing a written complaint with the U.S. Department of Education at <a href="mailto:BeneficiaryNoticeComplaints@ed.gov">BeneficiaryNoticeComplaints@ed.gov</a>.

[When required by the Department, the notice must also state:] (5) If you would like information about whether there are any other federally funded organizations that provide the services available under this program in your area, please contact the awarding agency.

This written notice must be given to you before you enroll in the program or receive services from the program, unless the nature of the service provided, or exigent circumstances make it impracticable to provide such notice before we provide the actual service. In such an instance, this notice must be given to you at the earliest available opportunity.

#### THE USE OF GRANT FUNDS FOR CONFERENCES AND MEETINGS

You are receiving this memorandum to remind you that grantees must take into account the following factors when considering the use of grant funds for conferences and meetings:

- Before deciding to use grant funds to attend or host a meeting or conference, a grantee should:
  - Ensure that attending or hosting a conference or meeting is consistent with its approved application and is reasonable and necessary to achieve the goals and objectives of the grant;
  - Ensure that the primary purpose of the meeting or conference is to disseminate technical
    information, (e.g., provide information on specific programmatic requirements, best
    practices in a particular field, or theoretical, empirical, or methodological advances made in
    a particular field; conduct training or professional development; plan/coordinate the work
    being done under the grant); and
  - o Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.
- Grantees must follow all applicable statutory and regulatory requirements in determining whether
  costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR
  Part 200 Subpart E of the, "Uniform Administrative Requirements, Cost Principles, and Audit
  Requirements for Federal Awards." In particular, remember that:
  - o Federal grant funds cannot be used to pay for alcoholic beverages; and
  - o Federal grant funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.
- Grant funds may be used to pay for the costs of attending a conference. Specifically, Federal grant
  funds may be used to pay for conference fees and travel expenses (transportation, per diem, and
  lodging) of grantee employees, consultants, or experts to attend a conference or meeting if those
  expenses are reasonable and necessary to achieve the purposes of the grant.
  - O When planning to use grant funds for attending a meeting or conference, grantees should consider how many people should attend the meeting or conference on their behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the grant.
- A grantee hosting a meeting or conference may not use grant funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business.
  - o A working lunch is an example of a cost for food that might be allowable under a Federal grant if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference and to achieve the goals and objectives of the project.
- A meeting or conference hosted by a grantee and charged to a Department grant must not be promoted as a U.S. Department of Education conference. This means that the seal of the U.S.
   Department of Education must not be used on conference materials or signage without Department approval.

o All meeting or conference materials paid for with grant funds must include appropriate disclaimers, such as the following:

The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.

- Grantees are strongly encouraged to contact their project officer with any questions or concerns about whether using grant funds for a meeting or conference is allowable prior to committing grant funds for such purposes.
  - o A short conversation could help avoid a costly and embarrassing mistake.
- Grantees are responsible for the proper use of their grant awards and may have to repay funds to the Department if they violate the rules on the use of grant funds, including the rules for meetingand conference-related expenses.

# MEMORANDUM TO REMIND DEPARTMENT OF EDUCATION GRANTEES OF EXISTING CASH MANAGEMENT REQUIREMENTS CONCERNING PAYMENTS

The Department of Education (Department) requires that its grantees adhere to existing cash management requirements concerning payments and will ensure that their subgrantees are also aware of these policies by providing them relevant information. A grantee's failure to comply with cash management requirements may result in an improper payment determination by the Department in accordance with the Payment Integrity Information Act (PIIA) of 2019.

There are three categories of payment requirements that apply to the drawdown of funds from grant accounts at the Department. The first two types of payments are subject to the requirements in the Treasury Department regulations implementing the Cash Management Improvement Act (CMIA) of 1990, 31 U.S.C.6513, and the third is subject to the requirements in the *Uniform Administrative* Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200, 1 as follows:

- 1. Payments to a State under programs that are covered by a State's Treasury State Agreement (TSA);
- 2. Payments to States under programs that are not covered by a TSA; and
- 3. Payments to other non-Federal entities, including nonprofit organizations and local governments.

#### CMIA Requirements Applicable to Programs included in a TSA

Generally, under the Treasury Department regulations implementing the CMIA, only major assistance programs (large-dollar programs meeting thresholds in 31 CFR § 205.5) are included in a State's written TSA. See 31 CFR § 205, subpart A. Programs included in a TSA must use approved funding techniques and both States and the Federal government are subject to interest liabilities for late payments. State interest liabilities accrue from the day federal funds are credited to a State account to the day the State pays out the federal funds for federal assistance program purposes. 31 CFR § 205.15. If a State makes a payment under a Federal assistance program before funds for that payment have been transferred to the State, Federal Government interest liabilities accrue from the date of the State payment until the Federal funds for that payment have been deposited to the State account. 31 CFR § 205.14.

#### CMIA Requirements Applicable to Programs Not Included in a TSA

Payments to States under programs not covered by a State's TSA are subject to subpart B of Treasury's regulations in 31 CFR § 205. These regulations provide that a State must minimize the time between the drawdown of funds from the federal government and their disbursement for approved program activities. The timing and amount of funds transfers must be kept to a minimum and be as close as is administratively feasible to a State's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs. 31 CFR § 205.33(a). States should exercise sound cash management in funds transfers to subgrantees.

<sup>&</sup>lt;sup>1</sup> The Department adopted the Uniform Guidance as regulations of the Department at 2 CFR part 3474.

Under subpart B, neither the States nor the Department owe interest to the other for late payments. 31 CFR § 205.33(b). However, if a State or a Federal agency is consistently late in making payments, Treasury can require the program to be included in the State's TSA. 31 CFR § 205.35.

#### Fund transfer requirements for grantees other than State governments and subgrantees

The transfer of Federal program funds to grantees other than States and to subgrantees are subject to the payment and interest accrual requirements in the Uniform Guidance at 2 CFR § 200.305(b). These requirements are like those in subpart B of the Treasury Department regulations in 31 CFR part 205, requiring that "payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity." 2 CFR § 200.305(b) introduction.

The Federal Government and pass-through entities must make payments in advance of expenditures by grantees and subgrantees if these non-Federal entities maintain, or demonstrate the willingness to maintain, written procedures "that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability." 2 CFR § 200.305(b)(1). If a grantee or subgrantee cannot meet the criteria for advance payments, a Federal agency or pass-through entity can pay that entity through reimbursement. See 2 CFR § 200.305(b)(1) and (4) for more detailed description of the payment requirements and the standards for requiring that payments be made by reimbursement.

Non-Federal entities must maintain advance payments in interest bearing accounts unless certain conditions exist. See 2 CFR § 200.305(b)(8) for those conditions. The requirements regarding interest accrual and remittance follow:

Grantees and subgrantees must annually remit interest earned on federal advance payments except that interest earned amounts up to \$500 per year may be retained for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. 2 CFR § 200.305(b)(9)(i) and (ii).

- 1. When returning interest through ACH Direct Deposit or Fedwire, grantees must include the following in their return transaction:
  - PMS Account Number (PAN). NOTE: The PAN is the same series of alpha-numeric characters used for payment request purposes (e.g.: C1234G1).
  - PMS document number.
  - The reason for the return (e.g., interest, part interest part other, etc.).
  - An explanation stating that the refund is for interest payable to the Department of Health and Human Services, and the grant number(s) for which the interest was earned.
  - a. U.S. Department of Education grantees are generally located and operate domestically and return interest domestically. Below is PSC ACH account information for interest returned

domestically. For international ACH interest returned, account information is available at: Returning Funds/Interest.

PSC ACH Routing Number is: 051036706
PSC DFI Accounting Number: 303000

• Bank Name: Credit Gateway - ACH Receiver

· Location: St. Paul, MN

b. Service charges may be incurred from a grantee's financial institution when a Fedwire to return interest is initiated. For FedWire returns, Fedwire account information is as follows:

Fedwire Routing Number: 021030004
 Agency Location Code (ALC): 75010501
 Bank Name: Federal Reserve Bank
 Treas NYC/Funds Transfer Division

· Location: New York, NY

- 2. Interest may be returned by check using only the U.S. Postal Service; however, returning interest via check may take 4-6 weeks for processing before a check payment may be applied to the appropriate PMS account.
  - a. Interests returned by check are to be mailed (USPS only) to:
    - HHS Program Support Center PO Box 979132
       St. Louis, MO 63197

A brief statement explaining the nature of the return must be included.

- b. To return interest on a grant not paid through the PMS, make the check payable to the Department of Health and Human Services, and include the following with the check:
  - An explanation stating that the refund is for interest
  - The name of the awarding agency
  - The grant number(s) for which the interest was earned
  - The return should be made payable to: Department of Health and Human Services.
- 3. For detailed information about how to return interest, visit the PSC Retuning Funds/Interest page at: Returning Funds/Interest

Grantees, including grantees that act as pass-through entities and subgrantees have other responsibilities regarding the use of Federal funds. For example, all grantees and subgrantees must have procedures for determining the allowability of costs for their awards. We highlight the following practices related to the oversight of subgrantee compliance with the financial management requirements in the Uniform Guidance that will assist State grantees (pass-through entities) in meeting their monitoring responsibilities. Under 2 CFR § 200.332, pass-through entities must —

#### GAN ENCLOSURE 4 Revised 03/2021

- 1. Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring.
- 2. Monitor the performance and fiscal activities of the subrecipient to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

A small number of Department grant programs have program-specific cash management and payment requirements based on the authorizing legislation or program regulations. These program-specific requirements may supplement or override general cash management or payment requirements. If you have any questions about your specific grant, please contact the Education Program Contact listed in Block 3 of your Grant Award Notification.

# RECIPIENTS OF DEPARTMENT OF EDUCATION GRANTS AND COOPERATIVE AGREEMENTS FREQUENTLY ASKED QUESTIONS ON CASH MANAGEMENT

#### Q What are the Federal Laws and Regulations Regarding Payments to the States?

A The Cash Management Improvement Act of 1990 (CMIA) establishes interest liabilities for the Federal and State governments when the Federal Government makes payments to the States. See 31 U.S.C. 3335 and 6503. The implementing regulations are in Title 31 of the Code of Federal Regulations (CFR), Part 205, <a href="https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title31/31cfr205">https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title31/31cfr205</a> main 02.tpl. Non-Federal entities other than States follow the rules on Federal payments set out in 2 CFR 200.305.

#### Q What is a Treasury-State Agreement (TSA)?

A TSA documents the accepted funding techniques and methods for calculating interest agreed upon by the U.S. Department of the Treasury (Treasury) and a State. It identifies the Federal assistance programs that are subject to interest liabilities under the CMIA. The CMIA regulations specify a number of different funding techniques that may be used by a State but a State can negotiate with the Treasury Department to establish a different funding technique for a particular program. A TSA is effective until terminated and, if a state does not have a TSA, payments to the State are subject to the default techniques in the regulations that Treasury determines are appropriate.

#### Q What are the CMIA requirements for a program subject to a Treasury-State Agreement?

A Payments to a State under a program of the Department are subject to the interest liability requirements of the CMIA if the program is included in the State's Treasury-State Agreement (TSA) with the Department of Treasury. If the Federal government is late in making a payment to a State, it owes interest to the State from the time the State spent its funds to pay for expenditure until the time the Federal government deposits funds to the State's account to pay for the expenditure. Conversely, if a State is late in making a payment under a program of the Department, the State owes interest to the Federal government from the time the Federal government deposited the funds to the State's account until the State uses those funds to make a payment. For more information, GAN Enclosure 4.

## Q What are the CMIA requirements for a program that is not subject to a Treasury-State Agreement?

A If a program is not included in the State's TSA, neither the State nor the Federal government are liable for interest for making late payments. However, both the Federal government and the State must minimize the time elapsing between the date the State requests funds and the date that the funds are deposited to the State's accounts. The State is also required to minimize the time elapsed between the date it receives funds from the Federal government and the date it makes a payment under the program, Also, the Department must minimize the amount of funds transferred to a State to only that needed to meet the immediate cash needs of the State. The timing and amount of funds transferred must be as close as is administratively feasible to a State's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs.

#### Q What if there is no TSA?

A When a State does not have a TSA in effect, default procedures in 31 CFR, part 205 that the Treasury Department determines appropriate apply. The default procedures will prescribe efficient funds transfer procedures consistent with State and Federal law and identify the covered Federal assistance programs and designated funding techniques.

#### Q Who is responsible for Cash Management?

A Grantees and subgrantees that receive grant funds under programs of the Department are responsible for maintaining internal controls regarding the management of Federal program funds under the Uniform Guidance in 2 CFR 200.302 and 200.303. In addition, grantees are responsible for ensuring that subgrantees are aware of the cash management and requirements in 2 CFR part 200, subpart D.

## Q Who is responsible for monitoring cash drawdowns to ensure compliance with cash management policies?

A Recipients must monitor <u>their own</u> cash drawdowns **and** those of their subrecipients to assure substantial compliance to the standards of timing and amount of advances.

#### Q How soon may I draw down funds from the G5 grants management system?

A Grantees are required to minimize the amount of time between the drawdown and the expenditure of funds from their bank accounts. (See 2 CFR 200.305(b).) Funds must be drawn only to meet a grantee's immediate cash needs for each individual grant. The G5 screen displays the following message:

By submitting this payment request, I certify to the best of my knowledge and belief that the request is based on true, complete, and accurate information. I further certify that the expenditures and disbursements made with these funds are for the purposes and objectives set forth in the applicable Federal award or program participation agreement, and that the organization on behalf of which this submission is being made is and will remain in compliance with the terms and conditions of that award or program participation agreement. I am aware that the provision of any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me, and the organization on behalf of which this submission is being made, to criminal, civil, or administrative penalties for fraud, false statements, false claims, or other violations. (U.S. Code Title 18, Section 1001; Title 20, Section 1097; and Title 31, Sections 3729-3730 and 3801-3812)

#### Q How may I use Federal funds?

A Federal funds must be used as specified in the Grant Award Notification (GAN) and the approved application or State plan for allowable direct costs of the grant and an allocable portion of indirect costs, if authorized.

## Q What are the consequences to recipients/subrecipients for not complying with terms of the grant award?

A If a recipient or subrecipient materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, including those in 2 CFR part 200, an assurance, the GAN, or elsewhere, the awarding agency may in accordance with 2 CFR 200.339 take one or more of the following actions:

- Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- 2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity not in compliance.
- 3. Wholly or partly suspend or terminate the Federal award.
- 4. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal award agency regulations (or in the case of a pass-through be initiated by a Federal awarding agency).
- 5. Withhold further Federal awards for the project or program.
- 6. Take other remedies that may be legally available.

#### Q Who is responsible for determining the amount of interest owed to the Federal government?

- A As set forth in 31 CFR 205.9, the method used to calculate and document interest liabilities is included in the State's TSA. A non-State entity must maintain advances of Federal funds in interest-bearing accounts unless certain limited circumstance apply and remit interest earned on those funds to the Department of Health and Human Services, Payment Management System annually. See 2 CFR 200.305.
- Q What information should accompany my interest payment?
- A In accordance with 2 CFR 200.305(b)(9), interest in access of \$500.00 earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

For returning interest on Federal awards paid through PMS, the refund should:

- (a) Provide an explanation stating that the refund is for interest;
- (b) List the PMS Payee Account Number(s) (PANs);
- (c) List the Federal award number(s) for which the interest was earned; and
- (d) Make returns payable to: Department of Health and Human Services.

For returning interest on Federal awards not paid through PMS, the refund should:

- (a) Provide an explanation stating that the refund is for interest;
- (b) Include the name of the awarding agency;
- (c) List the Federal award number(s) for which the interest was earned; and
- (d) Make returns payable to: Department of Health and Human Services.

For additional information about returning interest see GAN ATTACHMENT 4.

- Q Are grant recipients/subrecipients automatically permitted to draw funds in advance of the time they need to disburse funds in order to liquidate obligations?
- A The payment requirements in 2 CFR 200.305(b) authorize a grantee or subgrantee to request funds in advance of expenditures if certain conditions are met. However, if those conditions are not met, the Department and a pass-through agency may place a payee on reimbursement.

- Q For formula grant programs such as ESEA Title I, for which States distribute funds to LEAs, may States choose to pay LEAs on a reimbursement basis?
- A subgrantee must be paid in advance if it meets the standards for advance payments in 2 CFR 200.305(b)(1) but if the subgrantee cannot meet those standards, the State may put the subgrantee on reimbursement payment. See 2 CFR 200.305(b).
- Q Will the Department issue special procedures in advance if G5 plans to shut down for 3 days or more?
- A Yes, before any shutdown of G5 lasting three days or more, the Department issues special guidance for drawing down funds during the shut down. The guidance will include cash management improvement act procedures for States and certain State institutions of higher education and procedures for grants (including Pell grants) that are not subject to CMIA.

#### ATTACHMENT S

# SPECIAL CONDITIONS FOR DISCLOSING FEDERAL FUNDING IN PUBLIC ANNOUNCEMENTS

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds included in this Act, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state —

- (1) the percentage of the total costs of the program or project which will be financed with Federal money;
- (2) the dollar amount of Federal funds for the project or program; and
- (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Recipients must comply with these conditions under Public Law 110-497, Providing For The Consideration Of The Senate Amendment To the Bill (HR. 2764) Making Appropriations For The Department Of State, Foreign Operations And Related Programs For The Fiscal Year Ending September 30, 2008, And For Other Purposes: DIVISION G—DEPARTMENTS OF LABOR, HEALTH AND HUMAN SERVICES, AND EDUCATION, AND RELATED AGENCIES APPROPRIATIONS ACT, 2008, Title V—General Provisions, Sec. 506, December 17, 2007.

05/08

Guidesheet 06.2024: June 2024 Update Packet

**Status: ADOPTED** 

Original Adopted Date: 06/17/2024 | Last Reviewed Date: 06/17/2024

#### **CSBA POLICY GUIDESHEET June 2024**

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.

#### Board Policy 0420.41 - Charter School Oversight

Policy updated to delete language for which the Governing Board is not responsible, clarify that the Superintendent may designate someone to attend meetings of the charter school governing body, move the section "Monitoring Charter School Performance" to keep material reflecting district responsibility for oversight of charter schools together, and clarify that board approval is required for the charter school to contract for administrative or other services. Additionally, policy updated to amend the section "Material Revisions to Charter" to clarify which situations certain standards and criteria may be used to review a proposed material revision to a charter

#### Exhibit (1) 0420.41 - Charter School Oversight

Exhibit updated to clarify that the exhibit is a non-exhaustive list of legal requirements that apply to charter schools and may be used by districts to monitor a charter school's compliance with law. Additionally, exhibit updated to reflect charter school requirements related to (1) student membership on the governing body, (2) prohibitions against discrimination in the use, selection, or rejection of textbooks, instructional materials, library books, or similar educational resources (AB 1078, 2023), (3) the standardized incident form which tracks racial discrimination, harassment, or hazing at high school sporting games or events (AB 1327, 2023), (4) the presentation of a report of the annual update to the local control and accountability plan and budget overview for parents/guardians (SB 114, 2023), (5) the provision of, and prohibition against the denial of, recess (SB 291, 2023), (6) notifications to community college districts regarding college or career fairs (AB 1173, 2023), (7) providing access to military services for recruitment (AB 1605, 2023), (8) TB risk assessment for transportation providers under contract (SB 88, 2023), (9) the provision of meals for independent study students who are scheduled for in-person educational activities lasting two or more hours (SB 348, 2023), (10) emergency action plans in interscholastic programs (AB 1653, 2023), (11) the provision of emergency opioid antagonists and albuterol inhalers (AB 1283, 2023), (12) suspensions for willful defiance (SB 274, 2023), and (13) the provision of menstrual products (AB 230, 2023). In addition, exhibit updated to reference (1) NEW LAW (SB 10, 2023), (SB 323, 2023), and (SB 671, 2023) related to new requirements for comprehensive safety plans, (2) NEW LAW (SB 531, 2023) related to the exemption from needing a valid criminal records summary for an employee of an entity that has a contract with a charter school to offer work experience opportunities for students or workplace placements as part of a student's individualized education program, and (3) the requirement to review and update the charter school's student suicide prevention policy and revise training materials to incorporate best practices identified by the California Department of Education.

#### **Board Policy 1113 - District and School Websites**

Policy reviewed in conjunction with the accompanying administrative regulation and exhibit, with references to outdated material deleted.

#### Administrative Regulation 1113 - District and School Websites

Regulation updated to add material related to reporting of cyberattacks to the Cybersecurity Integration Center.

#### Exhibit(1) 1113 - District and School Websites

Exhibit updated to clarify that the exhibit is a non-exhaustive list of materials that are required to be posted on district and school websites. Additionally, exhibit updated to reflect (1) NEW FEDERAL REGULATIONS (89) Fed. Reg. 33474) regarding additional notification requirements related to sex-based discrimination as well as the removal of the requirement to post specified training materials, (2) NEW LAW (AB 1327, 2023) which requires districts that participate in the California Interscholastic Federation to post the standardized incident form which tracks racial discrimination, harassment, or hazing at high school sporting games or events, (3) NEW LAW (AB 1326, 2023) related to posting requirements when a provisional appointment is made to fill a governing board vacancy, (4) NEW LAW (AB 889, 2023) related to posting requirements for specified

information regarding the dangers of synthetic drugs, and (5) **NEW LAW (AB 1466, 2023)** related to posting requirements for the annual report on the use of seclusion and restraint.

#### **Board Policy 1260 - Educational Foundation**

Policy updated to reflect Proposition 28 Arts and Music in Schools Funding Guarantee and Accountability Act and corresponding California Department of Education accounting guidance regarding how districts can demonstrate state funds are used to supplement not supplant existing program funds. Additionally, policy updated to reflect that the district may not release student records or other personally identifiable student information except with parental consent or as required by law or district policy, and that student directory information may be released when appropriate.

#### **Board Policy 2121 - Superintendent's Contract**

Policy updated to delete a portion of the language related to limitations for discussing superintendent salary or other compensation in closed session as this material exists in other policy materials. Additionally, policy updated to reflect **NEW LAW (SB 494, 2023)** prohibiting a governing board from taking action to terminate a superintendent under specified conditions.

#### Board Policy 4112.9/4212.9/4312.9 - Employee Notifications

Policy reviewed in conjunction with the accompanying exhibit.

#### Exhibit (1) 4112.9/4212.9/4312.9 - Employee Notifications

Exhibit updated to clarify that the exhibit is a non-exhaustive list of notices which the law explicitly requires be provided to employees. Additionally, exhibit updated to incorporate notifications related to requesting volunteers to be trained to administer albuterol and anti-seizure medication.

#### **Board Policy 4121 - Temporary/Substitute Personnel**

Policy updated to reflect **NEW LAW (AB 897, 2023)** which (1) requires an employment agreement for a categorically funded project to include the expected end date of employment, the source of funding, and the nature of the categorically funded program or project, and (2) specifies that Education Code 44909 does not apply to a teacher of classes for adults. Additionally, policy updated to reflect **NEW LAW (SB 616, 2023)** which (1) requires districts that provide sick leave on an accrual basis to provide sick leave accrual at a rate of at least 40 hours or five days by the 200th calendar day of employment, each calendar year, or 12-month period, (2) for districts that credit employees with sick leave at the beginning of each year, increases paid sick leave to 40 hours or five days, and (3) extends procedural protections against retaliation to employees covered by collective bargaining agreements. In addition, policy updated to clarify that up to 80 hours or ten days of sick leave may be carried over annually, but the district may limit an employee's use of sick leave to 40 hours or five days per year. Policy also updated to provide that reemployment provisions contained in Education Code 44918 do not apply to districts with an average daily attendance of over 250,000 (formerly 400,000).

#### Administrative Regulation 4121 - Temporary/Substitute Personnel

Regulation updated to clarify that "time of initial employment" means before the employee starts work, including by moving related language.

#### Board Policy 4127/4227/4327 - Temporary Athletic Team Coaches

Policy updated to acknowledge that well-trained coaches are vital to the success of the experience of students in sports and interscholastic athletic activities, to include a definition of "interscholastic athletic activities," and to reference **NEW LAW (AB 245, 2023)** which requires training in the use of an automated external defibrillator.

#### Administrative Regulation 4127/4227/4327 - Temporary Athletic Team Coaches

Regulation updated to reflect **NEW LAW (AB 245, 2023)** which requires athletic team coaches to complete training in the use of an automated external defibrillator (AED), and the recognition of the signs of heat illness and cardiac arrest. Additionally, regulation updated to reference **NEW LAW (AB 1467, 2023)** which requires districts, beginning January 1, 2027, to provide student athletes with access to an AED during any official practice or match, which, when medical circumstances warrant its use, is administered by a medical professional, coach, or other designated person who holds AED certification. In addition, regulation updated to reference **NEW LAW (AB 1653, 2023)** which requires the California Interscholastic Federation and the California Department of Education to develop guidelines, procedures, and safety standards for the prevention and management of exertional heat illness.

Policy updated to reference **NEW LAW** (**AB 472, 2023**) which requires a district that places an employee on an involuntary leave of absence during the period the employee is charged with a criminal offense, is under criminal investigation, or is waiting due to administrative delay for necessary job-related administrative determinations, to, upon the conclusion of the proceedings in favor of the employee, pay the employee the employee's full compensation for the period of the involuntary leave of absence upon the employee's return to service in the district.

#### Administrative Regulation 4161/4261/4361 - Leaves

Regulation updated to clarify that one of the conditions for the district to terminate the employment of a certificated employee who was on leave of absence for 20 or more consecutive working days after April 30 of the previous school year, is for the employee to continue to be absent from work for 20 consecutive working days beginning from the date the employee was to report to work.

#### Administrative Regulation 4161.1/4361.1 - Personal Illness/Injury Leave

Regulation updated to clarify that it applies to certificated employees, including certificated management, and that classified employees, including classified management should refer to Administrative Regulation 4261.1 - Personnel Illness/Injury Leave. Additionally, regulation updated to reflect **NEW LAW (SB 848, 2023)** which prohibits a district from refusing to grant a request from an employee to take up to five days of reproductive loss leave, and reference **NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474)** which, for purposes of Title IX, requires the district to treat pregnancy, childbirth, termination of pregnancy, or lactation, including any related medical condition or recovery, as it would any other temporary medical condition for job-related purposes, including leaves. In addition, regulation updated to include that an employee may use sick leave days for bereavement leave. Regulation also updated to reflect **NEW LAW (SB 616, 2023)** which extends procedural protections to employees covered by collective bargaining agreements and (1) requires districts that provide sick leave on an accrual basis to provide sick leave accrual at a rate of at least 40 hours or five days by the 200th calendar day of employment, each calendar year, or 12-month period, or (2) for districts that credit employees with sick leave at the beginning of each year, increases paid sick leave to 40 hours or five days.

#### Administrative Regulation 4161.2/4261.2/4361.2 - Personal Leaves

Regulation updated to include that the definition of immediate family includes siblings-in-law. Additionally, regulation updated to reflect **NEW LAW (SB 848, 2023)** which (1) allows employees to take up to five days of reproductive loss leave following a reproductive loss event, (2) prohibits the district from retaliating or discriminating against an employee related to reproductive loss leave, and (3) provides that unless the district's leave policy does not so specify, reproductive loss leave will be unpaid unless the employee chooses to use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee.

#### Board Policy 4218.1 - Dismissal/Suspension/Disciplinary Action (Merit System)

Policy updated to add that the Governing Board expects employees to serve as role positive role models both at school and in the community. Additionally, policy updated to reflect **NEW COURT DECISION** (**Visalia Unified School District v. PERB**) which held that service as a union officer constitutes protected activity under the Educational Employment Relations Act for purposes of complaints of retaliation for union activities, and that retaliation solely for engaging in protected activities is prohibited. In addition, policy updated to amend the list of what may be considered disciplinary actions to more closely align with law. Policy also updated to reflect **NEW LAW** (**AB 472, 2023**) which requires a district that places an employee on an involuntary leave of absence during the period the employee is charged with a criminal offense, is under criminal investigation, or is waiting due to administrative delay for necessary job-related administrative determinations, to, upon the conclusion of the proceedings in favor of the employee, pay the employee the employee's full compensation for the period of the involuntary leave of absence upon the employee's return to service in the district.

#### Administrative Regulation 4261.1 - Personal Illness/Injury Leave

Regulation updated to clarify that it applies to classified employees, including classified management, and that certificated employees, including certificated management should refer to Administrative Regulation 4161.1/4361.1 - Personnel Illness/Injury Leave. Additionally, regulation updated to reflect **NEW LAW (SB 848, 2023)** which prohibits a district from refusing to grant a request from an employee to take up to five days of reproductive loss leave, and reference **NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474)** which, for purposes of Title IX, requires the district to treat pregnancy, childbirth, termination of pregnancy, or lactation, including any related medical condition or recovery, as it would any other temporary medical condition for job-related purposes, including leaves. In addition, regulation updated to include that an employee may use sick leave days for bereavement leave, and that employees should be notified of the amount of sick leave they have accumulated at the beginning of each school year. Regulation also updated to reflect that up to 80 hours

or 10 days of accrued sick leave may carry over, but the district may limit the use of sick leave to 40 hours or five days annually. Additionally, regulation updated to reflect **NEW LAW (SB 616, 2023)** which extends procedural protections to employees covered by collective bargaining agreements and (1) requires districts that provide sick leave on an accrual basis to provide sick leave accrual at a rate of at least 40 hours or five days by the 200th calendar day of employment, each calendar year, or 12-month period, or (2) for districts that credit employees with sick leave at the beginning of each year, increases paid sick leave to 40 hours or five days.

#### **Board Policy 5113 - Absences and Excuses**

Policy updated to reference CSBA's new governance brief, "Seize the Data: Using Chronic Absence Data to Drive Student Engagement". Additionally, policy updated to clarify that absence from school is required to be excused when the absence is due to work in the entertainment or allied industry, as permitted by law. In addition, policy updated to add the requirement for teachers to provide identical or equivalent assignments and tests when a student has an excused absence.

#### Administrative Regulation 5113 - Absences and Excuses

Regulation updated to reflect **NEW LAW (SB 350, 2023)** which requires that (1) a student's absence be excused for up to five days when the absence is for the purpose of attending funeral services or grieving the death of a student's immediate family, or of a person who is determined by the student's parent/guardian to be in such close association with the student as to be considered the student's immediate family, and (2) a student's absence be excused for up to three days when the absence is for the purpose of accessing victim or grief support services or for participating in safety planning as it relates to the death of a student's immediate family member, or of a person who is determined by the student's parent/guardian to be in such close association with the student as to be considered the student's immediate family. Additionally, regulation updated to reflect **NEW LAW (AB 1503, 2023)** which provides that attendance at a religious retreat may be excused for no more than one school day each semester. In addition, regulation updated to generalize the means of communication from parents/guardians to verify a student absence to keep the language more timeless. Policy also updated for closer alignment with law, clarity, and gender neutrality.

#### **Board Policy 5145.6 - Parent/Guardian Notifications**

Policy updated to clarify the importance of effective communication from the district and/or school to families, and that a parent/guardian's signature acknowledging receipt of the annual notifications is not required. Additionally, policy updated to delete a portion of the material related to how notifications are presented, due to redundancy.

#### Exhibit (1) 5145.6 - Parent/Guardian Notifications

Exhibit updated to clarify that the exhibit is a non-exhaustive list of notices which the law explicitly requires be provided to parents/guardians. Additionally, exhibit updated to include notifications related to (1) the dangers of synthetic drug use, (2) the use of CalPADS data, (3) guidelines for the full human papillomavirus immunization, (4) school closures, and (5) status change of a nonpublic nonsectarian school or agency. Additionally, exhibit updated to delete material related to a negative balance in a meal account as this notification is no longer required.

#### **Board Policy 6000 - Concepts And Roles**

Policy updated to align concepts with other sample policies and incorporate concepts of equity and inclusion. Additionally, policy updated to reflect **NEW GUIDANCE** from the California Department of Education, including the importance of coordination, collaboration and alignment between the school, parents/guardians and the community, and district support for innovative programs and practices that promote student engagement, growth, understanding, achievement and career exploration.

#### Board Policy 6164.2 - Guidance/Counseling Services

Policy updated to reflect **NEW LAW (AB 278, 2023)** which establishes the Dream Resource Grant Program with the goal of creating Dream Resource Centers at schools that serve students in grades 9-12, and **NEW LAW (SB 223, 2023)** which provides flexibility for pupil personnel services holders to receive authorization to provide child welfare and attendance services by either completing a Commission on Teacher Credentialing (CTC)-approved program of supervised field experience, or a CTC-approved program of professional preparation offered by a local educational agency. Additionally, policy updated to clarify that (1) guidance counseling regarding school programs and career, vocational, or higher education opportunities may not be differentiated based on any protected category specified in law or board policy, and that (2) the district may not use testing or other materials that permit or require impermissible or unlawful differential treatment of students, unless such different materials cover the same occupations and interest areas and the use of such

materials is essential to the elimination of bias and discrimination. In addition, policy updated to reflect **NEW LAW (AB 1173, 2023)** which requires a district that serves students in any of grades 9-12 that is planning to hold a college or career fair to notify each community college district that has overlapping jurisdiction of the date, time, and location of the fair, and provide an opportunity for the community college district to participate. Policy also updated to reflect **NEW LAW (AB 665, 2023)** which aligns a section of the Family Code with a related Health and Safety Code section which allows a minor age 12 or older to consent to outpatient mental health counseling or treatment services without parent/guardian consent if, in the opinion of a school psychologist or other professional person, the minor is mature enough to participate intelligently in the services, without having to establish that the minor would present a danger of serious physical or mental harm to themself or others without the mental counseling or treatment services or that the minor is an alleged victim of incest or child abuse; however the child's parent/guardian is required to be involved unless the professional person determines after consulting with the minor that it would be inappropriate. Policy also updated to delete the requirement for school counselors to assist in the development of the comprehensive safety plan since this is not required by law, but maintained the requirement for school counselors to assist in the development of the disaster preparedness plan, which is part of the comprehensive safety plan.

#### **Board Policy 6177 - Summer Learning Programs**

Policy updated to incorporate concepts related to learning recovery, including that the district will provide students with supplemental instruction and support in a tiered framework that bases universal, targeted, and intensive supports on students' needs for academic, social-emotional, and other integrated student supports through a program of engaging learning experiences in a positive school climate. Policy also updated to reflect NEW LAW (AB 723, 2023) and NEW LAW (AB 373, 2023) which require a district to grant priority access for intersession programs to a foster youth and/or to a student experiencing homelessness, and that if during an intersession period the student will be moving, the student's educational rights holder will determine which school the student will attend for the intersession period. Additionally, policy updated to add that a district is required to provide any student who attends a school that is not operating an expanded learning opportunity (ELO) program transportation to attend at a location that is providing an ELO program and to return to the original location or another location that is established by the district.

#### **Board Policy 7214 - General Obligation Bonds**

Policy updated for clarity and organization, including that the Governing Board may direct the Superintendent to explore the possibility of a bond measure.

#### Administrative Regulation 7214 - General Obligation Bonds

Regulation updated to expand and more closely align with code language the information related to ballot materials, including that at least 88 days prior to the election the Superintendent must deliver applicable ballot materials to the officer conducting the election. Additionally, regulation updated to add new section "Ballot Materials" which includes (1) that the ballot question may not exceed 75 words, (2) that the ballot materials include a brief statement of the measure setting forth the amount of the bonds to be voted on, the maximum rate of interest, and the purposes for which the proceeds of the sale of the bonds are to be used, (3) for bond measures that require a 55 percent majority vote, a statement that the Board will appoint a citizens' oversight committee, (4) for projects that require state matching funds, a statement advising voters that the project is subject to the approval of state matching funds, and (4) that arguments in support of or in opposition to a bond measure are submitted in accordance with law, and to reflect NEW LAW (SB 798, 2023) which requires the inclusion of the tax rate per \$100,000 of assessed valuation on all property to be taxed to fund a bond measure. In addition, regulation updated to (1) reflect that the district will provide the citizens' oversight committee with responses to any and all findings, recommendations, and concerns addressed in the annual independent financial and performance audits within three months of receiving the audits, and (2) to include post-issuance reporting requirements.

#### **Board Bylaw 9220 - Governing Board Elections**

Bylaw updated to reference that a city/county charter might take precedence over district policies in regard to school board elections. Additionally, bylaw updated to reflect **NEW LAW (AB 764, 2023)**, also known as the Fair And Inclusive Redistricting for Municipalities And Political Subdivisions (FAIR MAPS) Act, which establishes a comprehensive set of rules that local governments, including school districts, must follow during the redistricting process. In addition, bylaw updated to reference new Exhibit (1), which includes a non-exhaustive list of offenses the conviction of which makes someone ineligible to be a school board member. Bylaw also updated for clarity, precision, organization, and consistency.

#### **NEW** - Exhibit (1) 9220 - Governing Board Elections

Exhibit added to provide a non-exhaustive list of offenses the conviction of which makes someone ineligible to

be a school board member.

#### Board Bylaw 9223 - Filling Vacancies

Bylaw updated to reflect **NEW LAW (AB 1326, 2023)**, which requires that the notice of a provisional appointment be posted on the district's website. Additionally, bylaw updated to (1) focus on filling vacancy by appointment rather than special election, (2) enable the Governing Board to approve, by resolution, the procedures for selecting the person to be provisionally appointed to fill the vacancy, and (3) explain how long an appointed Board member may serve. In addition, bylaw updated for clarity, precision, organization, and consistency.

#### **Supporting Documents**



June 2024 Guidesheet

Guidesheet 07.2024: July 2024 Update Packet 🔗

Status: ADOPTED

Original Adopted Date: 07/26/2024 | Last Reviewed Date: 07/26/2024

### CSBA POLICY GUIDESHEET **July 2024**

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.

## Board Policy 0410 - Nondiscrimination in District Programs and Activities

Policy updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) clarify that discrimination on the basis of sex, including sex-based harassment, for the purpose of Title IX includes sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status, and (2) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. Additionally, policy updated to reflect NEW LAW (SB 153, 2024) which prohibits the Governing Board from adopting or approving the use of any textbook, instructional material, supplemental instructional material, or curriculum for classroom instruction if the use would subject a student to unlawful discrimination in accordance with specified state law. In addition, policy updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 31320) which include specified technical standards to ensure that content available through a district's web and mobile applications are accessible to individuals with disabilities.

### **Board Policy 1312.3 - Uniform Complaint Procedures**

Policy updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct, and (2) clarify that discrimination on the basis of sex, including sex-based harassment, for the purpose of Title IX includes sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status. Additionally, policy updated to reflect NEW LAW (SB 153, 2024) which prohibits the Governing Board from adopting or approving the use of any textbook, instructional material, supplemental instructional material, or curriculum for classroom instruction if the use would subject a student to unlawful discrimination in accordance with specified state law. In addition, policy updated to clarify that the uniform complaint procedures should not be used to investigate and resolve employment discrimination complaints, and reflect NEW LAW (AB 714, 2023) which exempts "newcomer students" from district adopted graduation requirements, transfer of coursework and credit requirements, and specified consultation and notice requirements, formerly applicable to students in the third or fourth year of high school participating in a newcomer program.

## Administrative Regulation 1312.3 - Uniform Complaint Procedures

Regulation updated to reflect NEW LAW (AB 714, 2023) which exempts "newcomer students" from district adopted graduation requirements, transfer of coursework and credit requirements, and specified consultation and notice requirements, formerly applicable to students in the third or fourth year of high school participating in a newcomer program. Additionally, regulation updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct, (2) require the Title IX notice of nondiscrimination on the basis of sex to be posted on the district's website and published in district handbooks, catalogs, announcements, bulletins, and application forms, and (3) provide that a complaint alleging sex discrimination, including sex-based harassment, may be oral or written.

### Board Policy 4030 - Nondiscrimination in Employment

Policy updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) clarify that

discrimination on the basis of sex, including sex-based harassment, for the purpose of Title IX includes sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status, and (2) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. Additionally, policy updated to reflect NEW LAW (SB 700, 2023) which prohibits the district from discriminating against an employee in termination, or any term or condition of employment, or otherwise penalizing a person, based on the person's use of cannabis when off the job or away from the workplace. In addition, policy updated to move material related to sex discrimination to Board Policy and Administrative Regulation 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment in order to keep material related to sex discrimination and sex-based harassment together. Policy also updated to provide that employees are required to report incidents of prohibited discrimination within one workday, which may be modified to reflect the district's timeline, in order to maintain consistency of such reporting requirements across the policy manual.

## Administrative Regulation 4030 - Nondiscrimination in Employment

Regulation updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct, (2) require districts to provide a notice of nondiscrimination on the basis of sex, and (3) require specified training related to sex discrimination for all district employees, as well as additional training for investigators, decisionmakers, and other persons who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; facilitators of an informal resolution process; and the Title IX Coordinator(s) and designees. Additionally, regulation updated to reflect remedies available for violation of the Providing Urgent Maternal Protections (PUMP) for Nursing Mothers Act, the Pregnant Workers Fairness Act, and other provisions of state law.

### Board Policy 4033 - Lactation Accommodation

Policy updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) require districts to provide reasonable break time for employees to express breast milk or breastfeed, and to ensure that employees have access to a lactation space, as specified, (2) provide that "sex" for purposes of sex discrimination under Title IX includes lactation and related medical conditions or recovery, and (3) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. Additionally, policy updated to reflect the Providing Urgent Maternal Protections (PUMP) for Nursing Mother Act which (1) requires employers to provide reasonable break time for nursing employees to express breast milk for one year after the child's birth, and to ensure that employees have access to a lactation space, as specified, and (2) authorizes an employee to file a complaint with the Wage and Hour Division of the U.S. Department of Labor for violation of such act. In addition, policy updated to reflect the Pregnant Workers Fairness Act which (1) requires employers to provide reasonable accommodation to employees due to pregnancy, childbirth, or related medical conditions, including lactation, as specified, and (2) authorizes an employee to file a complaint with the Equal Employment Opportunity Commission for failure to provide reasonable accommodations pursuant to the act.

## Board Policy 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment

Policy updated to include material related to sex discrimination, in addition to sex-based harassment. Additionally, policy updated to reflect NEW LAW (AB 1955, 2024) which prohibits a district, including a Governing Board member, from retaliating or otherwise taking adverse action against an employee, including by placing the employee on administrative leave, on the basis that the employee supported a student exercising rights specified in certain Education Code provisions, performed work in a manner consistent with the district's legal obligations related to educational equity, or provided instruction to students consistent with current content standards, curriculum frameworks, instructional materials adopted by the state board, and state law. In addition, policy updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) require districts to provide a notice of nondiscrimination on the basis of sex, (2) require employees with knowledge of conduct that reasonably may constitute sex discrimination or sex-based harassment in a district education program or activity to notify the Title IX Coordinator, (3) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance

procedures when investigating and resolving a complaint based on the alleged conduct, and (4) require the Title IX Coordinator to offer and coordinate supportive measures when notified of conduct that reasonably may constitute sex discrimination, including sex-based harassment.

# Administrative Regulation 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment

Regulation updated to include material related to sex discrimination, in addition to sex-based harassment. Additionally, regulation updated to emphasize that the district does not discriminate on the basis of sex in any of its programs or activities, prohibits such conduct, and complies with Title IX. In addition, regulation updated to include definitions of sex discrimination and sex-based harassment, and reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) clarify that discrimination on the basis of sex, including sexbased harassment, for the purpose of Title IX includes sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status, (2) require specified training related to sex discrimination for all district employees, as well as additional training for investigators, decisionmakers, and other persons who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; facilitators of an informal resolution process; and the Title IX Coordinator(s) and designees, (3) require the district to retain for at least seven years the materials used to provide training required by Title IX and make the materials available to members of the public upon request, (4) require districts to provide a notice of nondiscrimination on the basis of sex, (5) require districts to take specified actions to prevent sex discrimination and sex-based harassment, and (6) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct.

### Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment **Complaint Procedures**

Regulation updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which make extensive and significant changes to the title IX grievance procedures including that they (1) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct, (2) require district's to follow "basic requirements" when implementing the Title IX grievance procedures, (3) modify the definition of a "complaint" and who may bring a complaint, (4) modify the Title IX Coordinator's responsibilities related to the initiation of a complaint when the alleged victim chooses to not bring a complaint, (5) modify the requirements related to the offering and coordination of supportive measures, (6) expand the requirements related to the dismissal of complaints, including the appeal of dismissals, (7) expand the requirements related to the informal resolution process, (8) amend requirements related to notice of allegations when a formal investigation is initiated by the district, (9) expand requirements related to the investigation procedures, (10) modify requirements related to the written decision, (11) alter the process for the appeal of the decision, (12) provide for extension of timelines, and (13) amend requirements for remedies, disciplinary actions, and recordkeeping. Additionally, regulation updated to delete material defining sex-based harassment as the definitions for sex discrimination and sex-based harassment are contained within Administrative Regulation 4119.11 - Sex Discrimination and Sex-Based Harassment, and to delete material in regard to reporting of sex-based harassment as such material is contained within other related policies. Regulation also updated to add a section on Consolidation of Complaints, and material related to record-keeping requirements for complaints containing allegations of childhood sexual assault.

## Exhibit(1) 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint **Procedures**

Exhibit updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which amend the Title IX notice of nondiscrimination on the basis of sex.

### Board Policy 5145.3 - Nondiscrimination/Harassment

Policy updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) clarify that discrimination on the basis of sex, including sex-based harassment, for the purpose of Title IX includes sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status, and (2) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. Additionally, policy updated to reflect NEW LAW (AB 1165, 2023) which

encourages districts to have a student who has been suspended, or for whom other means of correction have been implemented pursuant to Education Code 48900.5 for an incident of racist bullying, harassment, or intimidation, as well as the victim, to engage in a restorative justice practice suitable to address the needs of both the victim and the perpetrator.

## Administrative Regulation 5145.3 - Nondiscrimination/Harassment

Regulation updated to provide that the individual identified as the Compliance Officer for coordinating the district's efforts to comply with applicable state and federal laws and to answer inquires regarding the district's nondiscrimination policies be the same as the Compliance Officer specified in Administrative Regulation 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination of a student, and the Title IX Coordinator specified in Administrative Regulation 5145.7 - Sex Discrimination and Sex-Based Harassment as the responsible employee to handle complaints alleging unlawful sex discrimination and sex-based harassment. Additionally, regulation updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) clarify that discrimination on the basis of sex, including sexbased harassment, for the purpose of Title IX includes sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status, (2) require the Title IX notice of nondiscrimination on the basis of sex to be posted on the district's website and published in district handbooks, catalogs, announcements, bulletins, and application forms, and (3) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. In addition, regulation updated to reflect NEW LAW (AB 1327, 2023) which requires a district that participates in the California Interscholastic Federation to post on its website the California Department of Education's (CDE) standardized incident form to track racial discrimination, harassment, or hazing that occurs at high school sporting games or events, including information on how to submit a completed incident form to the district. Regulation also updated to reflect NEW LAW (SB 153, 2024) which requires a district that serves students in any of grades 7-12 to provide certificated school employees information on existing school and community resources related to the support of lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ+) students, or related to the support of students who may face bias or bullying, and NEW LAW (AB 5, 2023) which requires a district that serves students in any of grades 7-12, starting in the 2025-26 school year, to provide at least one hour of training annually to all teachers and certificated employees which incorporates CDE's online training curriculum to support LGBTQ+ cultural competency. Additionally, regulation updated to provide that employees are required to report incidents of prohibited discrimination within one workday, which may be modified to reflect the district's timeline, in order to maintain consistency of such reporting requirements across the policy manual, and to move the section "Issues Unique to Intersex, Nonbinary, Transgender and Gender-Nonconforming Students," to Administrative Regulation 5145.7 - Sex Discrimination and Sex-Based Harassment in order to keep related material together.

## Board Policy 5145.7 - Sex Discrimination and Sex-Based Harassment

Policy updated to include material related to sex discrimination, in addition to sex-based harassment. Additionally, policy updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) clarify that discrimination on the basis of sex, including sex-based harassment, for the purpose of Title IX includes sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status, (2) require employees with knowledge of conduct that reasonably may constitute sex discrimination or sex-based harassment in a district education program or activity to notify the Title IX Coordinator, (3) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct, (4) require the Title IX Coordinator to offer and coordinate supportive measures when notified of conduct that reasonably may constitute sex discrimination, including sex-based harassment (5) require specified training related to sex discrimination for all district employees, as well as additional training for investigators, decisionmakers, and other persons who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; facilitators of an informal resolution process; and the Title IX Coordinator(s) and designees, and (6) require specified records to be maintained for seven years. In addition, policy updated to reflect NEW LAW (AB 1955, 2024) which prohibits a district, including a Governing Board member from retaliating or otherwise taking adverse action against an employee, including by placing the employee on administrative leave, on the basis that the employee supported a student exercising rights specified in certain Education Code provisions, performed work in a manner consistent with the district's legal obligations related to educational equity, or provided instruction to

students consistent with current content standards, curriculum frameworks, instructional materials adopted by the state board, and state law. Policy also updated to (1) provide that employees are required to report incidents of prohibited discrimination within one workday, which may be modified to reflect the district's timeline, in order to maintain consistency of such reporting requirements across the policy manual, and (2) delete material related to requirements for posting and publishing the district's sexual harassment policy which are located in Administrative Regulation 5145.3 - Nondiscrimination/Harassment, and the accompanying administrative regulation by reference.

Administrative Regulation 5145.7 - Sex Discrimination and Sex-Based Harassment

Regulation updated to include material related to sex discrimination, in addition to sex-based harassment. Additionally, regulation updated to emphasize that the district does not discriminate on the basis of sex in any of its programs or activities, prohibits such conduct, and complies with Title IX. In addition, regulation updated to include definitions of sex discrimination and sex-based harassment, and reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) clarify that discrimination on the basis of sex, including sexbased harassment, for the purpose of Title IX includes sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status, (2) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct, and (3) provide that a district (a) may not exclude a student from participation in, deny a student the benefits of, or otherwise subject a student to discrimination on the basis of sex in any education program or activity, (b) that in the limited circumstances in which different treatment or separation on the basis of sex is permitted, a district may not carry out such different treatment or separation in a manner that discriminates on the basis of sex by subjecting a student to more than de minimis harm, and (c) that preventing a student from participating in an education program or activity consistent with the person's gender identity subjects a person to more than de minimis harm on the basis of sex. Regulation also updated to provide that employees are required to report incidents of prohibited discrimination within one workday, which may be modified to reflect the district's timeline, in order to maintain consistency of such reporting requirements across the policy manual. Additionally, regulation updated to (1) include material formerly in Administrative Regulation 5145.3 -Nondiscrimination/Harassment related to issues that are unique to intersex, nonbinary, transgender, and gender nonconforming students, (2) reflect NEW LAW (AB 1955, 2024) which clarifies that under existing law a district, including a Governing Board member, may not require an employee or contractor to disclose any information related to a student's sexual orientation, gender identity, or gender expression to any other person, or enact or enforce any policy, rule, or administrative regulation that would require the same, without the student's consent unless otherwise required by state or federal law, and (3) reflect NEW LAW (SB 760, 2023) which requires, beginning July 1, 2026, each school with more than one female student restroom and more than one male student restroom to provide and maintain at least one all-gender restroom for student use that meets the requirements of law.

Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures Regulation updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which make extensive and significant changes to the title IX grievance procedures including that they (1) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct, (2) require district's to follow "basic requirements" when implementing the Title IX grievance procedures, (3) modify the definition of a "complaint" and who may bring a complaint, (4) modify the Title IX Coordinator's responsibilities related to the initiation of a complaint when the alleged victim chooses to not bring a complaint, (5) modify the requirements related to the offering and coordination of supportive measures, (6) expand the requirements related to the dismissal of complaints, including the appeal of dismissals, (7) expand the requirements related to the informal resolution process, (8) amend requirements related to notice of allegations when a formal investigation is initiated by the district, (9) expand requirements related to the investigation procedures, (10) modify requirements related to the written decision, (11) alter the process for the appeal of the decision, (12) provide for extension of timelines, and (13) amend requirements for remedies, disciplinary actions, and recordkeeping. Additionally, regulation updated to delete material defining sex-based harassment as the definitions for sex discrimination and sex-based harassment are contained within Administrative Regulation 5145.7 - Sex Discrimination and Sex-Based Harassment, and to delete material in regard to reporting of sex-based harassment as such material is contained within other related policies. Regulation also updated to add a section on Consolidation of Complaints, and material related to record-keeping requirements for complaints containing allegations of childhood sexual assault.

Exhibit(1) 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures Exhibit updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which amend the Title IX notice of nondiscrimination on the basis of sex.

Board Policy 5146 - Married/Pregnant/Parenting Students

Policy updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) provide that a student's current, potential, or past pregnancy, childbirth, termination of pregnancy or lactation, and related medical conditions and recovery, as well as a student's current, potential, or past parental, family, or marital status are protected from discrimination pursuant to Title IX and its implementing regulations, (2) require an employee, when a student or a person who has a legal right to act on behalf of a student informs any employee of the student's pregnancy or related conditions, to provide that person with the Title IX Coordinator's contact information and inform that person that the Title IX Coordinator can coordinate specific actions to prevent sex discrimination, including sex-based harassment, and ensure the student's equal access to the district's education program or activity, (3) require the district to provide the district's notice of nondiscrimination on the basis of sex and take specified actions once notified of a student's pregnancy or related conditions, (4) prohibit the district from requiring a student who is pregnant or has related conditions to provide certification from a healthcare provider or any other person verifying that the student is physically able to participate in the district's class, program, or extracurricular activity unless the certified level of physical ability of health is (a) necessary for participation in the class, program, or extracurricular activity, (b) the district requires such certification of all participating students, and (c) the information obtained is not used as a basis for sex discrimination, (5) require the district to allow a student who is pregnant or who has related conditions to voluntarily take a leave of absence to cover, at a minimum, the period of time deemed medically necessary by the student's licensed healthcare provider, and, if the district has a leave policy that allows for a greater period of time than the medically necessary period and the student qualifies for leave under such policy, to permit the student to take leave under that policy, (6) require the district to reinstate a student who has returned to school after taking parental leave to the academic status and, as practicable, to the extracurricular status that the student held when the voluntary leave began, (7) require the district to provide reasonable accommodations for students who are pregnant or parenting, or have related conditions, as specified, (8) require the district to provide a student who is lactating with access to a lactation space, as specified, and (9) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct.

**Supporting Documents** 



July 2024 Guidesheet

This College and Career Access Pathways Partnership Agreement ("CCAP Agreement") is entered into by and between the Butte-Glenn Community College District on behalf of Butte Community College ("College") and the **Biggs Unified School District** ("School District") pursuant to the enacted Assembly Bill 288 College and Career Access Pathways Act ("AB 288") and California Education Code § 76004.

WHEREAS, Education Code § 76004 enables the governing board of a community college district to enter into a College and Career Access Pathways ("CCAP") partnership with the governing board of a public school district or a county office of education that is governed by a CCAP partnership agreement approved by the governing boards of both partners (Ed. Code § 76004 (a)-(b)); and

WHEREAS, School District is a public school district serving grades 9-12 located in Butte County or Glenn County and within the regional service area of the College, unless otherwise specified and agreed to as specified in California Education Code § 76004 (e); and

WHEREAS, College and School District desire to enter into this CCAP Agreement, consistent with the provisions of Education Code § 76004, for the purpose of offering or expanding dual enrollment opportunities for high school students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness. For purposes of this CCAP partnership, "high school" includes a community school, continuation high school, juvenile court school, or adult education program offering courses for high school diplomas or high school equivalency certificates. (Ed. Code § 76004 (a)).

NOW THEREFORE, the College and School District agree as follows:

#### 1. TERM OF AGREEMENT

1.1. The term of this CCAP Agreement shall be for Three (3) years beginning on **July 1, 2024**, and ending on **June 30, 2027**, unless terminated earlier in accordance with this CCAP Agreement.

#### 2. CCAP AGREEMENT APPENDIX

This CCAP Agreement outlines the terms of the CCAP partnership between the College and School District. The CCAP Agreement Appendix shall specify additional detail regarding, but not limited to:

- 2.1. The total number of high school students projected to be served;
- 2.2. The total number of full-time equivalent students projected to be claimed by the College for those students;
- 2.3. The scope, nature, time, location and listing of community college courses to be offered;
- 2.4. The criteria to assess the ability of pupils to benefit from those courses; (Ed. Code § 76004 (c)(1));
- 2.5. A point of contact for the College and School District (Ed. Code, § 76004 (c)(2)); and
- 2.6. Specify which participating district will be the employer of record for purposes of assignment monitoring and reporting to the county office of education (Ed. Code § 76004 (m)(1)).

#### 3. STUDENT ELIGIBILITY, ADMISSION, REGISTRATION AND ENROLLMENT

- 3.1. Students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness. (Ed. Code § 76004 (a))
- 3.2. The School District and College understand and agree that successful College admission and registration requires that each high school student complete the College's application for admission and Dual Enrollment Approval Form.
- 3.3. Admission, registration, and withdrawal procedures for students participating in this CCAP Agreement shall be governed by the College and shall be in compliance with College's admissions, registration, and withdrawal guidelines set forth in applicable law and College policy. The College policy on open enrollment must be published in the College catalog, schedule of classes, and any addenda to the schedule of classes.
- 3.4. The College will provide the necessary admission, registration, and withdrawal forms and procedures, and will be responsible for processing student applications.
- 3.5. The School District agrees to assist College in the admission, registration, and withdrawal of School District students as may be necessary and requested by College.
- 3.6. The College and School District will jointly ensure that each applicant accepted has met all the enrollment requirements.
- 3.7. Enrollment in College courses offered as part of this CCAP Agreement shall be open to School District students who:
  - 3.7.1. are high school students enrolled in the School District;
  - 3.7.2. have been admitted to the College;
  - 3.7.3. meet all applicable prerequisite requirements as established by the College and stated in the college catalog before enrolling in a course offered as part of this CCAP Agreement;
  - 3.7.4. have a written parental consent form and principal recommendation for the duration of the student's enrollment in College courses offered as part of this CCAP Agreement. (Ed. Code § 76004 (c)(1))
- 3.8. Students seeking to enroll in College courses offered as part of this CCAP Agreement may enroll in up to a maximum of 15 units per term if the all of the following circumstances are satisfied:
  - 3.8.1. The units constitute no more than four community college courses per term.
  - 3.8.2. The units are part of an academic program that is part of this CCAP Agreement.
  - 3.8.3. The units are part of an academic program that is designed to award students with both a high school diploma and an associate degree or certificate or a credential. (Ed. Code § 76004, (p)(1)(2)(3))

#### 4. PARTICIPATING STUDENTS

4.1. Students enrolled in College courses offered as part of this CCAP Agreement will be directed to the official catalog of the College for information regarding applicable policies and procedures.

- 4.2. Grades earned by students enrolled in College courses offered as part of this CCAP Agreement will be posted on the official College transcript. Students may submit a request for Pass/No Pass if the course is designated as such in the College catalog.
- 4.3. Students enrolled in College courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the College and School District.
- 4.4. Students who withdraw from College courses offered as part of this CCAP Agreement will not receive College credit. Students must submit appropriate paperwork by College's published deadlines. Transcripts will be annotated according to College policy.
- 4.5. Students enrolled in College courses offered as part of this CCAP Agreement at the School District shall be held to the same standards of achievement, grading standards, methods of assessment (e.g., papers, portfolios, quizzes, labs, etc.), and behavioral standards (College's Student Code of Conduct) as those expected of students in courses taught on the College campus.

#### 5. PARTICIPATING STUDENT FEES

- 5.1. A high school student enrolled in College courses offered through this CCAP Agreement shall not be assessed or charged a fee prohibited by Education Code § 49011, including a fee charged to a pupil, or a pupil's parent or guardian, as a condition for course registration or for textbooks, supplies, materials, and equipment needed to participate in the course. (Ed. Code §§ 49010 et seq.; 76004 (f))
- 5.2. A high school student enrolled in College courses offered through this CCAP Agreement and that are properly classified as having "special part- time student" status as described by Education Code § 76004 (p) shall be exempt from the following community college fee requirements (Ed. Code § 76004 (q)):
  - 5.2.1. Student Representation Fee. (Ed. Code § 76060.5)
  - 5.2.2. Nonresident Tuition Fee. (Ed. Code § 76140)
  - 5.2.3. Transcript Fees. (Ed. Code § 76223)
  - 5.2.4. Course Enrollment Fees. (Ed. Code § 76300)
  - 5.2.5. Apprenticeship Course Fees. (Ed. Code § 76350)
  - 5.2.6. Child Development Center Fees. (Ed. Code § 79121)
  - 5.2.7. Any other fees charged as a condition for course registration, pursuant to Education Code § 49011.
- 5.3. The total cost of books and instructional materials for School District students who enroll in a College course offered as part of this CCAP Agreement will be specified in the CCAP Agreement Appendix. Costs will be borne by School District.

#### 6. CCAP AGREEMENT COURSES

6.1. Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All College courses offered as part of this CCAP Agreement have been approved in accordance with the policies and quidelines of the College and applicable law.

- 6.2. The scope, nature, time, location and listing of courses offered by the College as part of this CCAP Agreement shall be determined by the College and will be recorded in the CCAP Agreement Appendix. (Ed. Code § 76004 (c)(1))
- 6.3. The courses offered as part of this CCAP Agreement must be held at facilities which are clearly identified as being open to the general public, and must be open to any person who has been admitted to the College and has met any applicable prerequisite, except that the College may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered as part of this CCAP Agreement. (Ed. Code § 76004 (o)(1))
- 6.4. The College is responsible for all courses and educational programs offered as part of this CCAP Agreement regardless of whether the course and educational program is offered on site at the School District or at the College. Procedures shall be put into place by the College to ensure instructors teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course.
- 6.5. Courses offered as part of this CCAP Agreement either at the College or School District shall be jointly reviewed and approved.
- 6.6. Courses offered as part of this CCAP Agreement shall not provide physical education course opportunities to high school pupils participating in this CCAP Agreement or any other course opportunities that do not assist in the attainment of at least one of the goals outlined in this CCAP Agreement. (Ed. Code § 76004 (d))
- 6.7. Courses offered as part of this CCAP Agreement at the School District shall:
  - 6.7.1. Be of the same quality and rigor as those offered on College campus and shall be in compliance with College academic standards.
  - 6.7.2. Be listed in the College catalog with the same department designations, course descriptions, numbers, titles, and credits, and shall identify if the credit is transferable.
  - 6.7.3. Adhere to the official course outline of record and the student learning outcomes established by the associated College academic department.
- 6.8. Courses offered as part of this CCAP Agreement shall comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to College as well as any corresponding policies, practices and requirements of the School District. In the event of a conflict between College course related regulations, policies, procedures, prerequisites and standards and School District policies, practices and requirements, the College regulations, policies procedures, prerequisites, and standards shall prevail. Standard FTES computation rules, support documentation, course section tabulations, and record retention requirements continue to apply.
- 6.9. Site visits and instruction audits by one or more representatives of the College shall be permitted by the School District to ensure that courses offered as part of this CCAP Agreement in the School District are the same as the courses offered on the College campus and in compliance with College academic standards.
- 6.10. College has the sole right to ensure compliance with course outline of record.

#### 7. INSTRUCTORS

7.1. All instructors teaching College courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in California Code of

Regulations, Title 5, §§ 53410 and 58060 as amended. The College shall be responsible to ensure all instructors teaching College courses offered as part of this CCAP Agreement meet the minimum qualifications for instruction in the discipline of the course in a California community college.

- 7.2. The College and School District may agree to select instructors from School District personnel to teach College courses offered as part of this CCAP Agreement. The School District shall provide and pay School District personnel selected to teach courses offered as part of this CCAP Agreement. School District personnel selected to be instructors remain employees of the School District, subject to the authority of the School District, but will also be subject to the authority of the College specifically with regard to their duties as instructors teaching College courses offered as a part of this CCAP Agreement.
- 7.3. Each instructor furnished by the School District to teach College courses offered as a part of this CCAP Agreement shall execute a separate written agreement with the College in the form of a CCAP Agreement Instructor Agreement as specified in Exhibit A to this CCAP Agreement. The CCAP Agreement Instructor Agreement shall require student attendance and FTES be reported by the instructor, and state that the College has the primary right to control and direct the instructional activities of the instructor. Instructors provided by the School District shall not be considered adjunct faculty for the College, and shall not be entitled to any of the benefits to which adjunct faculty are entitled. (Cal. Code Regs. tit. 5 § 58058(b))
- 7.4. The School District will be responsible for reporting pursuant to applicable federal teacher quality mandates for all instructors provided by the School District. (Ed. Code § 76004 (m)(2))
- 7.5. Instructors who teach College courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity. As a general rule, faculty must be physically present in the classroom or lab or within line-of-sight of the students. (Cal. Code Regs. tit. 5 §§ 58050, 58051, 58056, 58058)
- 7.6. Instructors who teach College courses offered as part of this CCAP Agreement shall be responsible for the evaluation of students enrolled in courses in accordance with College policies, guidelines, and pertinent statutes and regulations.
- 7.7. Instructors who teach College courses offered as part of this CCAP Agreement shall comply with the fingerprinting requirements set forth in Education Code § 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a School District site.
- 7.8. Prior to teaching College courses offered as part of this CCAP Agreement, instructors shall receive dual enrollment instructor training and orientation from the College regarding, but not limited to, reporting census, drops, withdrawals, grading procedures, record keeping, Dual Enrollment Course Audit process, and other instructional responsibilities related to dual enrollment. Said training shall be approved by and provided by the College. The College shall provide materials to instructors as are provided to College's hourly on-campus instructors, which may include instructor's manuals, course outlines, curriculum materials, and other materials.
- 7.9. Instructors who teach College courses offered as part of this CCAP Agreement are encouraged to participate in professional development activities sponsored by the College and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to address course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.10. Instructors who teach College courses offered as part of this CCAP Agreement will be audited by the College using the adopted Dual Enrollment Course Audit process.

#### 8. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 8.1. The College shall appoint an educational administrator, to be specified in the CCAP Agreement Appendix, who will serve as point of contact to facilitate coordination and cooperation between College and School District on matters related to this CCAP Agreement in conformity with College policies and standards. (Ed. Code 76004 (c)(2))
- 8.2. The School District shall appoint an educational administrator, to be specified in the CAAP Agreement Appendix, who will serve as the point of contact to facilitate coordination and cooperation between College and School District on matters related to this CCAP Agreement in conformity with School District standards. (Ed. Code 76004 (c)(2))
- 8.3. The College will provide School District personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach and recruitment activities, and compliance with the College policies, procedures and academic standards.
- 8.4. The School District will provide personnel to perform clerical services and services associated with student outreach and recruitment activities, student assessment and college applications, the enrollment of eligible students, and other related services as deemed necessary. The School District's personnel will perform services as part of their regular assignment. School District personnel performing these services will be employees of School District, subject to the authority of School District.
- 8.5. The College shall ensure that student support services, including counseling and guidance, assistance with assessment and placement and tutoring are available to participating students at the College.
- 8.6. The School District shall ensure that student support services, including counseling and guidance, assistance with assessment and placement and tutoring are available to participating students at the School District.
- 8.7. The School District counselor shall work closely with the College counselor to identify those students who should be assessed by the Disabled Students Programs and Services ("DSPS") Office counselors as soon as possible so these students can receive needed accommodations early.
  - 8.7.1. A high school student enrolled in College courses offered through this CCAP Agreement with an Individual Educational Plan (IEP) or 504 Plan with the School District may request accommodations for his or her disability to participate in the educational programs and activities required by the Course and/or by the College. Accommodations required by state law or School District policy will be provided through the School District in consultation with College's DSPS Office. In order to best support the student, the School District will provide a copy of the student's current IEP or 504 Plan to College's DSPS Office.
  - 8.7.2. A high school student enrolled in College courses offered through this CCAP Agreement may request services from College's DSPS Office. In order to be considered for services by the DSPS office, students would need to follow the required process for all College students and described by the DSPS office.

#### 9. STATE APPORTIONMENT

- 9.1. The College shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionment when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 9.2. For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of

- full-time equivalent students attributable to the attendance of eligible high school pupils. (Ed. Code § 76004 (o)(2))
- 9.3. The College shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. (Ed. Code § 76004 (r))
- 9.4. The attendance of a high school pupil at a community college as a special part- time or full-time student pursuant to this CCAP Agreement is authorized attendance for which the College shall be credited or reimbursed pursuant to Education Codes §§ 48802 or 76002, provided that School District has not received reimbursement for the same instructional activity. (Ed. Code § 76004 (s))
- 9.5. The School District agrees and acknowledges that College will claim apportionment for the School District students enrolled in community college course(s) under this CCAP Agreement.
- 9.6. The College shall demonstrate, and maintain documentation, that instruction claimed for apportionment pursuant to this CCAP Agreement is under the immediate supervision and control of an employee of the College who has met the minimum qualifications for instruction in the discipline of the course in a California community college. (Cal. Code Regs. tit. 5 §§ 58050, 58051, 58056, 58058)

#### 10. CCAP AGREEMENT CERTIFICATIONS

- 10.1. This CCAP Agreement certifies:
  - 10.1.1. That any community college instructor teaching a course on a high school campus has not been convicted of any sex offense as defined in Education Code § 87010, or any controlled substance offense as defined in Education Code § 87011. (Ed. Code § 76004 (h))
  - 10.1.2. That any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. (Ed. Code § 76004 (i))
  - 10.1.3. That a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. (Ed. Code § 76004 (j))
  - 10.1.4. That any pretransfer-level course taught by community college faculty (which includes a qualified high school teacher teaching a college course as an "employee" of the community college district pursuant to California Code of Regulations, title 5, section 58058, subdivision (b)) at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both based on an interim assessment in grade 10 or 11, as determined by the partnering school district, and that the delivery of these pretransfer-level courses shall involve a collaborative effort between high school and community college faculty to deliver an innovative pretransfer-level course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon high school graduation. (Ed. Code § 76004 (n))
  - 10.1.5. That both the school district and the community college district partners comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching an CCAP Agreement course offered for high school credit. (Ed. Code § 76004 (I))

#### 10.2. The College certifies that:

- 10.2.1. That a community college course offered for college credit at the partnering high school campus does not reduce access to the same course offered at the partnering community college campus. (Ed. Code § 76004 (k)(1))
- 10.2.2. That participation in this CCAP Agreement is consistent with the core mission of the community colleges pursuant to Ed Code § 66010.4, and that pupils participating in this CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college. (Ed. Code, § 76004 (k)(2))
- 10.2.3. The College certifies that it will not receive full compensation for the direct education costs of the course(s) offered under this CCAP Agreement from any public or private agency, individual or group. (Ed. Code § 84752; Cal. Code of Regs., tit. 5, § 58051.5)
- 10.3. The School District certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources. (Ed. Code § 84752; Cal. Code Regs. tit. 5 § 58051.5)

#### 11. RECORDS

- 11.1. Permanent records of student attendance, grades and achievement will be maintained by School District for School District students who enroll in a course(s) offered as part of this CCAP Agreement.
- 11.2. Permanent records of student enrollment, grades and achievement for College students shall be maintained by College.
- 11.3. Records will be open for review at all times by College officials and submitted on a schedule developed by the College. (Cal. Code Regs., tit. 5, §§ 55021, 55040, 58030)
- 11.4. Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

#### 12. REIMBURSEMENT

12.1. The financial arrangements implied in this CCAP Agreement will be further detailed in the CCAP Agreement Appendix.

#### 13. FACILITIES

- 13.1. The School District will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction of courses offered as part of this CCAP Agreement and do so without charge to College or students. School District agrees to clean, maintain, and safeguard School District's premises. School District warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 13.2. The School District will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all School District students. The parties understand that such equipment and materials are School District's sole property. The instructor shall determine the type, make and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement.
- 13.3 The College facilities may be used subject to mutual agreement by the parties as expressed in the CCAP Agreement Appendix.

# 14. REPORTING TO THE STATE CHANCELLOR'S OFFICE

- 14.1. The College, in conjunction with the School District, shall report annually to the State Chancellor's Office all of the following information. (Ed. Code § 76004 (t))
  - 14.1.1. The total number of high school pupils by school site enrolled in each CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
  - 14.1.2. The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants.
  - 14.1.3. The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants.
  - 14.1.4. The total number of full-time equivalent students generated by CCAP partnership community college district participants.
- 14.2. The School District and College shall work cooperatively for timely submission of said annual reports in accordance with any and all deadlines prescribed by the State Chancellor's Office.

# 15. CCAP AGREEMENT ADOPTION REQUIREMENTS

- 15.1. As a condition of adopting this CCAP Agreement, the governing boards of both the College and the School District shall do both of the following:
  - 15.1.1. For career technical education pathways to be provided under the partnership, consult with, and consider the input of the appropriate local workforce development board to determine the extent to which the pathways are aligned with regional and statewide employment needs. The governing board of each partner shall have final decision-making authority regarding the career technical education pathways to be provided under the partnership.
  - 15.1.2. Present, take comments from the public on, and approve or disapprove this CCAP Agreement or any CCAP Agreement Appendix at an open public meeting of the governing board of each partner. (Ed. Code § 76004 (b))
- 15.2. Upon approval of this CCAP Agreement or any CCAP Agreement Appendix by the governing boards of both the College and School District, the College will provide a copy of this CCAP Agreement or any CCAP Agreement Appendix to the Chancellor's Office of the California Community Colleges prior to the start of the CCAP partnership. (Ed. Code § 76004 (c)(3))

# 16. PRIVACY OF STUDENT RECORDS

- 16.1. College and School District understand and agree that education records of students enrolled in a College course offered as part of this CCAP Agreement and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). College and School District agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agrees not to redisclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076)
- 16.2. Limitation on Use. College and School District shall use each student education record that it may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with its authority to access that

- information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Ed. Code § 49076)
- 16.3. Recordkeeping Requirements. College and School District shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- 16.4. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this CCAP Agreement, College and School District hereby acknowledges that it has been provided with the notice required under 34 C.F.R.§ 99.33(d) that it is strictly prohibited from redisclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or quardian's prior written consent.

# 17. INDEMNIFICATION

- 17.1. School District shall defend, indemnify and hold College, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this CCAP Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of School District, its officers, employees or agents.
- 17.2. College shall defend, indemnify and hold School District, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this CCAP Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of College, its officers, employees or agents.

# 18. INSURANCE

- 18.1. The School District shall secure and maintain in force during the entire term of this CCAP Agreement the following insurance coverage or an approved program of self-insurance with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority authorized to provide public liability and property damage insurance in the State of California.
  - 18.1.1. <u>General Liability</u> insurance with a limit of not less than \$1,000,000 per occurrence, for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of this agreement.
    - The General Liability insurance coverage, shall be **endorsed** to name the Butte-Glenn Community College District, its officers, employees, and agents as additional insureds for the purpose of this CCAP Agreement.
  - 18.1.2. <u>Automobile Liability</u> insurance, "any auto" with a limit of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.
    - The Automobile Liability insurance coverage, shall be **endorsed** to name the Butte-Glenn Community College District, its officers, employees, and agents as additional insureds for the purpose of this CCAP Agreement.
  - 18.1.3. <u>Workers' Compensation</u> insurance with limits statutorily required by the State of California, and <u>Employer's Liability</u> insurance with limits of not less \$1,000,000 per accident for bodily injury or disease.

- 18.2. School District shall furnish the College with original certificates of insurance and endorsements evidencing the coverages, conditions, and limits required by this CCAP Agreement.
- 18.3. For the purpose of Workers' Compensation, School District shall be the "primary employer" for all its personnel who perform services as instructors and support staff. School District shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective School District personnel made in connection with performing services and receiving instruction under this CCAP Agreement. School District agrees to hold harmless, indemnify, and defend College, its officers, employees and agents from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by School District personnel connected with providing services under this CCAP Agreement. School District is not responsible for non-School District personnel who may serve as instructors.

### 19. NON-DISCRIMINATION

19.1. Neither the School District nor the College shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

# 20. TERMINATION

20.1. Either party may terminate this CCAP Agreement by giving written notice specifying the effective date of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester.

# 21. FUNDS UNAVAILABLE

21.1. This CCAP Agreement may be terminated immediately by either party if funds become unavailable for the support of the CCAP Agreement. In the event termination is pursuant to this paragraph, a notice specifying the reason for termination shall be sent as soon as possible after the termination.

# 22. NOTICES

22.1. Any and all notices under this CCAP Agreement shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT 3536 Butte Campus Drive Oroville, CA 95965 ATTN: Vice President for Administrative Services

BIGGS UNIFIED SCHOOL DISTRICT 300 B Street Biggs, CA 95917 ATTN: Superintendent

# 23. ENTIRETY OF AGREEMENT

23.1. This CCAP Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter of this CCAP Agreement, and supersedes all prior written or oral representations and agreements with respect to the subject matter herein.

# 24. AMENDMENTS

24.1. This CCAP Agreement may be modified only by written amendments duly executed by the College and the School District.

# 25. APPLICABLE LAW AND VENUE

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

# 26. COMMUNITY COLLEGE DISTRICT BOUNDARIES

26.1. For locations outside the geographical boundaries of Butte-Glenn Community College District, College will comply with the requirements of California Code of Regulations, Title 5, §§ 55300 et seq., or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

### 27. SEVERABILITY

27.1. If any term, provision, covenant, or condition of this CCAP Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the CCAP Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.

# 28. TERMS AND CONDITIONS

28.1. The parties to this CCAP Agreement acknowledge that they have read and understood this CCAP Agreement completely, and will fully comply with all terms and conditions of this CCAP Agreement set forth herein.

### 29. COUNTERPARTS

29.1. This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

# 30. BOARD APPROVAL

30.1. The College and School District enter into this CCAP Agreement pursuant to action of the governing boards of the College and School District.

College Public Comment and Approval Board Meeting Date:	8/14/24
School District Public Comment and Approval Board Meeting Date:	8/14/24

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties to this CCAP Agreement have executed this CCAP Agreement by their duly authorized representatives on the dates of their signatures.

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT	BIGGS UNIFIED SCHOOL DISTRICT		
By:  (Signature of person authorized to execute Agreement on behalf of College.)	By:(Signature of person authorized to execute Agreement on behalf of School District.)		
Name: Jessica A. Snelling, MBA	Name:		
Title: <u>Vice President for Administrative Services</u>	Title:		
Date:	Date:		

# **List of Attachments**

CCAP Agreement Appendix

Exhibit A College and Career Access Pathways Agreement Instructor Agreement

TO BE COMPLETED BY DISTRICT ONLY								
The person preparing this contract must complete this section and obtain appropriate approvals before contract will be sig						gned.		
Initiating Department:	INSTRUCTION	Preparer's Name & ID:		Name & ID:	TANNA NEILSEN / 3180821		Phone:	7586
Vendor Name:	BIGGS UNIFIED SCH	HOOL DISTRICT			Vendor ID:			
PO Description:	CCAP PARTNERSHIP AGREEMENT							
Budget Code:	11.000.400.1.601035	5.55890 PO An			PO Amount:			
Contract Monitor Name (Person Who Approves Invoices): TA			TAI	NNA NEILSEN			Phone:	7586
APPROVALS								
KAM BULL				ERIK SHEAR	ER			
Department Dean/Director Name Initials		Departmen	t Vice Presider	nt Name	Initial	S		
<b>Business Contracts</b>	& Risk Managemen	t Initials						

WHEREAS, the College and Career Access Pathways Partnership Agreement ("CCAP Agreement') is between Butte-Glenn Community College District ("College") and **Biggs Unified School District** ("School District"); and

WHEREAS, the College and the School District agree to record College and School District specific components of the CCAP Agreement using the CCAP Agreement Appendix to specify additional detail regarding, but not limited to: the total number of high school students to be served; the total number of full-time equivalent students projected to be claimed by the College for those students; the scope, nature, time, location and listing of community college courses to be offered; and the criteria to assess the ability of pupils to benefit from those courses. (Ed. Code § 76004 (c)(1))

NOW THEREFORE, the College and School District agree as follows:

# 1. CCAP AGREEMENT

1.1. The College and School District entered into the CCAP Agreement on **July 1, 2024**, pursuant to action of the governing boards of the College and School District.

### 1.1.1. COLLEGE BOARD MEETING

Public Comment and Approval Board Meeting Date:	Agreement:	8/14/24	Appendix:	8/14/24
1.1.2. SCHOOL DISTRICT BOARD MEETING				

# 2. POINTS OF CONTACT

2.1. College and School District points of contact for this CCAP Agreement: (Ed. Code § 76004 (c)(2))

### **COLLEGE**

Name:	Tanna Neilsen	Title:	Program Administrator
Telephone:	(530) 893-7586	Email:	neilsenta@butte.edu

# **SCHOOL DISTRICT**

Name:	Analyn Dyer	Title:	CBO
Telephone:	530-868-1281 x8102	Email:	adyer@biggs.org

### 3. STUDENT SELECTION

3.1. College and School District shall adhere to the terms outlined in Section 3, Student Eligibility, Admission, Registration and Enrollment of the CCAP Agreement to select eligible students.

**Required:** Describe the criteria used to assess the ability of pupils to benefit from the courses(s) offered: (Ed. Code § 76004 (c)(1))

SCHOOL DISTRICT counselors and pathway instructors select students based on academic readiness and alignment of course content to students' education and career goals.

**4. CCAP AGREEMENT EDUCATION PROGRAM(S) AND COURSE(S).** The College has identified the following: program year; educational program(s) and course(s) to be offered at the said date, time, and location; term; number of sections; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR:	2024-25	EDUCATIONAL PROGRAM:	College & Career Access Pathways
SCHOOL DISTRICT:	Biggs Unified School District	HIGH SCHOOL:	Biggs High School

POJECTED NUMBER OF STUDENTS TO BE SERVED: 200	PROJECTED FTES: 20

COURSE NAME	COURSE NUMBER	TERM	# OF SECTIONS	TIME	DAYS	INSTRUCTOR	EMPLOYE R OF RECORD	LOCATIO N
Natural Resources/Agri Construction	AET 22	TBA	5	TBA	TBA	S. Boyes	☐ CC ☑ HS	□ cc 図 HS
Career, Education & Life Choices	CLP 101	TBA	2	TBA	TBA	A. Sharrock	☐ CC 図 HS	□ cc 図 HS
Beginning Auto CAD Drafting	DFT 12	TBA	1	TBA	TBA	A. Sharrock	☐ CC 図 HS	□ cc 図 нs
Multimedia Production	MSP 74	TBA	1	TBA	TBA	A. Sharrock	☐ CC ☑ HS	☐ CC 図 HS
Intro to Photography	PHO 2	TBA	2	TBA	TBA	A. Sharrock	☐ CC 図 HS	□ cc 図 HS
Digital Video Production	RTVF 40	TBA	1	TBA	TBA	A. Sharrock	☐ CC 図 HS	□ cc 図 HS
Intro to Animal Science	AGS 40	TBA	1	TBA	TBA	L. Baker	☐ CC 図 HS	□ CC 図 HS
Intro to Environmental Horticulture	EH 20	TBA	2	TBA	TBA	L. Baker	☐ CC 図 HS	□ CC □ HS

**Required:** Attach the course description for each course listed above. Each course description should include information regarding the nature and scope of the course.

**5. BOOKS AND INSTRUCTIONAL MATERIALS.** The total cost of books and instructional materials for School District students participating as part of this CCAP agreement will be borne by School District.

COURSE NAME	TEXT		OTHER INSTRUCTIONAL MATERIALS	COST
Natural Resources/Agri Construction	Agriculture Mechanics	\$0	N/A	\$0
Career, Education & Life Choices	Career Changes and Choices	\$0	N/A	\$0
Beginning Auto CAD Drafting	Online Resources/CAD Program & Solidworks	\$0	N/A	\$0
Multimedia Production	Online Resour/Adobe/WeVideo/Canva/OnShape	\$0	N/A	\$0
Intro to Photography	Online Resour/Adobe/WeVideo/Canva/OnShape	\$0	N/A	\$0
Digital Video Production	Online Resources	\$0	N/A	\$0
Intro to Animal Science	Modern Livestock Production	\$0	N/A	\$0
Intro to Environmental Horticulture	Practical Horticulture	\$0	N/A	\$0

# 6. REIMBURSEMENT.

6.1. Use of School District Instructor. For those courses in which a School District instructor is responsible for the facilitation or instructional services for a course offered as part of this CCAP Agreement, the College will pay

- School District as follows: <u>For facilitation of an online course \$200.00 per completed section.</u> For teaching of a course \$500.00 per completed section.
- 6.2. The College will pay School District for each School District instructor attending the College's Dual Enrollment Orientation and Training as follows: \$100.00 per instructor.
- 6.3. Invoicing Procedures. Within 30 days after the end of each academic term, the School District shall provide an invoice to the College for reimbursement implied in this CCAP Agreement Appendix. The invoice must specify the course name, course number, term, instructor and the number of students served.

# 7. FACILITIES USE.

- 7.1. College and School District shall adhere to the terms outlined in Section 13, Facilities, of this CCAP Agreement.
- 7.2. School District as part of Section 13.1 of this CCAP Agreement, shall extend access and use of the following School District facilities:

BUILDING	CLASSROOM	DAYS	HOURS
BHS	10	TBA	TBA
BHS	3	TBA	TBA
BHS	9	TBA	TBA

### 8. APPENDIX APPROVAL

- 8.1. The College and School District shall ensure that the governing board of each district, at an open public meeting of that board, shall present this CCAP Appendix, take comments from the public, and approve or disapprove this CCAP Appendix. (Ed. Code § 76004 (b))
- 8.2. Upon approval of this Appendix by the governing boards of both the College and School District, the College will provide a copy of this Appendix to the Chancellor's Office of the California Community Colleges prior to the start of the course. (Ed. Code § 76004 (c)(3))

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties to the CCAP Agreement have executed this CCAP Agreement Appendix by their duly authorized representatives on the dates of their signatures.

**BIGGS UNIFIED SCHOOL DISTRICT** 

By:	By:		
(Signature of person authorized to execute Agreement on behalf of College.)	(Signature of person authorized to execute Agreement on behalf of School District.)		
Name: <u>Jessica A. Snelling, MBA</u>	Name:		
Title: <u>Vice President for Administrative Services</u>	Title:		
Date:	_ Date:		

# **List of Attachments**

**BUTTE-GLENN COMMUNITY COLLEGE DISTRICT** 

**Course Descriptions** 

TO BE COMPLETED BY DISTRICT ONLY								
The person preparing this contract must complete this section and obtain appropriate approvals before contract will be signed.								
Initiating Department:	INSTRUCTION	Preparer's Name & ID:		TANNA NEILSEN /	3180821	Phone:	7586	
Vendor Name:	BIGGS UNIFIED SCHO	HOOL DISTRICT		Vendor ID:				
PO Description: CCAP AGREEMENT APPENDIX – Biggs High 2024/25								
Budget Code:	11.000.400.1.601035	.55890			PO Amount:	\$7,800		
Contract Monitor Nam	e (Person Who Approves	Invoices):	TA	NNA NEILSEN			Phone:	7586
APPROVALS								
KAM BULL				ERIK SHEARI	ĒR			
<b>Department Dean/I</b>	Director Name	Initials		Departmen	t Vice Presiden	t Name	Initial	S
<b>Business Contracts</b>	& Risk Management	Initials						

The course description(s) for each course offered as part of this CCAP Agreement Appendix are attached and incorporated herein as Attachment 1.



# Catalog Description

# **AET 22 - Natural Resources and Agri-Construction**

Transfer Status: CSU

Unit(s): 3.00

Contact Hours: 34.00 Lecture/51.00 Lab

Out of Class Hours: 68.00 Total Course Hours: 153.00

# **Course Description:**

This course introduces students to the selection and use of farm structural and mechanical equipment. It will cover farm wiring, carpentry, concrete, masonry, plumbing, painting and metal work with emphasis on the actual practices used in agricultural construction.

# Objectives

Upon successful completion of this course, the student should be able to:

- 1. Explain terms and nomenclature pertaining to the tools, materials and hardware associated with agricultural construction.
- 2. Demonstrate the safe and proper usage of basic construction tools, both power and hand.
- 3. Perform fundamental and proper techniques of construction including concrete, foundations, carpentry, plumbing and electrical.
- 4. Prepare a simple three dimensional drawing and a cost estimate for a small building.
- 5. Demonstrate safe work habits.

# Course Content

# **Topic Titles / Suggested Time Topic**

<u>Topics</u>		Lec Hrs
Tools, safety and operation		3.00
Building plans and cost estimate		3.00
Concrete and masonry		6.00
Plumbing		6.00
Electrical		8.00
Carpentry and construction projects		8.00
	Total Hours:	34.00

# <u>Lab</u>

<u>Topics</u>	<u>Lab Hrs</u>
Safety and orientation to to work areas	3.00
Maintenance and proper use of tools and equipment	3.00
Concrete and masonry	6.00
Plumbing	6.00
Electrical	6.00
Three dimensional drawings and cost estimates	6.00

Total Hours: 51.00

21.00

Carpentry and project construction

# **Reading Assignments**

- 1. Read an article on shop safety and be prepared to discuss power tool safety with the class.
- 2. Read the chapter in your book on preparing concrete forms and be ready for a class discussion.

# **Writing Assignments**

- 1. Write a 2-3 page paper on basic electrical wiring safety and basic rules when working with electricity.
- 2. Create a bill of materials for a small building and identify the costs associated with each item.

### **Out-of-Class Assignments**

- 1. Visit a construction site and observe the workers' safety practices. Be prepared to share your observations with the class.
- 2. Go to a building supply store and get pricing for the list of electrical items that we will use during our electrical lab.

### Recommended Materials of Instruction

Fleming, Eric. (2005). Construction Technology. Blackwell Publishing, 1st.

Other Learning Materials

Students will need to provide:

- a. Safety glasses
- b. 16' steel tape (or longer)
- c. Nail apron
- e. Combination square
- f. Carpenter's hammer
- g. Bump hat

### Methods of Instruction

- A. Homework: Students are required to complete two hours of outside-of-class homework for each hour of lecture
- **B.** Laboratory Experiments
- C. Lecture
- D. Problem-Solving Sessions
- E. Demonstrations
- F. Group Discussions

### Methods of Evaluation

- A. Projects
- B. Exams/Tests
- C. Class participation
- D. Lab Projects
- E. Mid-term and final examinations

Created/Revised by: Enyeart, Bruce

Date: 11/17/2014

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3.00



# **Catalog Description**

# AGS 40 - Introduction to Animal Science

Transfer Status: CSU/UC

Unit(s): 3.00

Contact Hours: 34.00 Lecture/51.00 Lab

Out of Class Hours: 68.00 Total Course Hours: 153.00

# **Course Description:**

This course is a scientific approach to the livestock industry encompassing aspects of animal anatomy, physiology, nutrition, genetics and epidemiology. There will be special emphasis on the origin, characteristics, adaptation and contributions of farm animals to the global agriculture industry. Analysis of the economic trends and career opportunities in animal agriculture will be covered. (C-ID AG-AS 104).

# Objectives

Upon successful completion of this course, the student should be able to:

- 1. Identify animal contributions to the development of human civilizations.
- 2. Describe economically significant breeds of animals and their unique adaptations.
- 3. Describe the function of the major body systems.
- 4. Identify reproductive cycles and biotechnological principles of animal reproduction.
- 5. Analyze genetic change through artificial/natural selection.
- 6. Discuss nutritional needs for various body functions.
- 7. Describe animal behavior as it relates to animal domestication, health and performance.
- 8. Explain basic strategies for disease control, prevention and management.
- 9. Utilize the scientific method to collect data, calculate production parameters and make scientifically-based management decisions.
- 10. Identify and discuss current issues affecting animal agriculture.

# Course Content

a. Animal breeding systems

c. Fertility assessment

b. Reproductive management and technology

### **Topic Titles / Suggested Time Topic**

### **Lecture**

<u>lopics</u>	<u>Lec Hrs</u>
Introduction to animal agriculture	
a. Career opportunities	
b. Importance of domestic animals to the world and to the United States	
c. Economic importance of animal agriculture	4.00
d. Animal contributions to human needs	
e. Ethnic and cultural contributions to animal domestication	
Unique adaptations of various species	
a. Natural selection vs artificial selection	
b. Meat animal use and production	
c. Fiber production	4.00
d. Dairy production	
e. Recreational and companionship use of animals	
Anatomy and physiology	
a. Identification of external anatomy for various species	3.00
b. Analysis of body systems – reproductive, respiratory, digestive, immune, circulatory	0.00
Animal reproduction	

Grocery store - meat, cheese, butter, ice cream  Purebred Beef - Expected Progeny Differences (EPD)  Commerical cattle operation - weaning, castration  Dairy farm - production cycle  Milk processing - cheese plant  Sheep - lambing and handling  Purebred Sheep - production cyle  Swine - vaccination, selection, management  Poultry - quality of carcasses and eggs  Horse - production cycle  Selection workshop  Biotechnology and environmental workshop  North Valley Livestock Tour	Total Hours:	3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00
Purebred Beef - Expected Progeny Differences (EPD)  Commerical cattle operation - weaning, castration  Dairy farm - production cycle  Milk processing - cheese plant  Sheep - lambing and handling  Purebred Sheep - production cyle  Swine - vaccination, selection, management  Poultry - quality of carcasses and eggs  Horse - production cycle  Selection workshop  Biotechnology and environmental workshop		3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00
Purebred Beef - Expected Progeny Differences (EPD)  Commerical cattle operation - weaning, castration  Dairy farm - production cycle  Milk processing - cheese plant  Sheep - lambing and handling  Purebred Sheep - production cyle  Swine - vaccination, selection, management  Poultry - quality of carcasses and eggs  Horse - production cycle  Selection workshop		3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00
Purebred Beef - Expected Progeny Differences (EPD)  Commerical cattle operation - weaning, castration  Dairy farm - production cycle  Milk processing - cheese plant  Sheep - lambing and handling  Purebred Sheep - production cyle  Swine - vaccination, selection, management  Poultry - quality of carcasses and eggs  Horse - production cycle		3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00
Purebred Beef - Expected Progeny Differences (EPD)  Commerical cattle operation - weaning, castration  Dairy farm - production cycle  Milk processing - cheese plant  Sheep - lambing and handling  Purebred Sheep - production cyle  Swine - vaccination, selection, management  Poultry - quality of carcasses and eggs		3.00 3.00 3.00 3.00 3.00 3.00 3.00
Purebred Beef - Expected Progeny Differences (EPD)  Commerical cattle operation - weaning, castration  Dairy farm - production cycle  Milk processing - cheese plant  Sheep - lambing and handling  Purebred Sheep - production cyle  Swine - vaccination, selection, management		3.00 3.00 3.00 3.00 3.00 3.00
Purebred Beef - Expected Progeny Differences (EPD)  Commerical cattle operation - weaning, castration  Dairy farm - production cycle  Milk processing - cheese plant  Sheep - lambing and handling  Purebred Sheep - production cyle		3.00 3.00 3.00 3.00 3.00
Purebred Beef - Expected Progeny Differences (EPD)  Commerical cattle operation - weaning, castration  Dairy farm - production cycle  Milk processing - cheese plant  Sheep - lambing and handling		3.00 3.00 3.00 3.00 3.00
Purebred Beef - Expected Progeny Differences (EPD)  Commerical cattle operation - weaning, castration  Dairy farm - production cycle  Milk processing - cheese plant		3.00 3.00 3.00 3.00
Purebred Beef - Expected Progeny Differences (EPD)  Commerical cattle operation - weaning, castration  Dairy farm - production cycle		3.00 3.00 3.00
Purebred Beef - Expected Progeny Differences (EPD)  Commerical cattle operation - weaning, castration		3.00 3.00
Purebred Beef - Expected Progeny Differences (EPD)		3.00
Grocery store - meat, cheese, butter, ice cream		3.00
Meats lab, safety and processes		3.00
Sheep and Swine		3.00
Topics Beef and Dairy		<u>Lab Hrs</u> 3.00
<u>Lab</u>		
	Total Hours:	34.00
d. Food safety e. Public policy and consumer awareness		
c. Governmental and environmental concerns		5.00
a. Animal welfare issues     b. Advances in biotechnology		
Issues affecting animal agriculture		
c. Humane treatment of research animals		
Research in animal agriculture     Developing a research model		3.00
The scientific method		
c. Indications of health vs disease d. Common diseases		
b. Vital Signs		3.00
Animal health a. Biosecurity		
c. Conditioning		
b. Animal handling and safety		3.00
Animal behavior (ethology)  a. Behavioral characteristics		
c. Livestock feeding management practices		
a. Classes of nutrients     b. Feed identification and composition		3.00
Nutrition		
d. Inheritance and population genetics		3.00
c. Genetic improvement and variation		

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2. Read the chapter on market classes and grades of livestock and be able to discuss in a group setting the evaluative criteria for each grade of beef, pork and lamb.

### **Writing Assignments**

- 1. Read the chapter on animal behavior and and write a 2-3 page paper on the fields of animal behavior and systems of animal behavior.
- 2. Read an article from a trade magazine on the issues in animal agriculture and write 2 page paper on animal welfare.

# **Out-of-Class Assignments**

- 1. Visit any livestock operation in the local area and be prepared to share with the class, the breeds, total numbers and management practices utilized at the operation.
- 2. Use the Internet to check current pricing on the major market animals as well as breeding stock for swine, sheep, beef and dairy cattle. This information will be shared with the class.

# Recommended Materials of Instruction

Taylor, R. (2012). Scientific Farm Animal Production. Prentice Hall, 10th.

Knights, Marlon. (2014). Animal Science Lab Manual. Kendall Hunt Publishing, 1st.

Other Learning Materials

Materials: 3 ring notebook, proper clothing for labs

### Methods of Instruction

- A. Homework: Students are required to complete two hours of outside-of-class homework for each hour of lecture
- B. Lecture
- C. Problem-Solving Sessions
- D. Class Activities
- E. Discussion

# Methods of Evaluation

- A. Exams/Tests
- B. Class participation
- C. Written Examinations
- D. Practical Evaluations
- E. Mid-term and final examinations

Created/Revised by: Adams, Denise

Date:02/25/2019



# **Catalog Description**

# **CLP 101 - Career, Education and Life Choices**

Transfer Status: NT

Unit(s): 3.00

Contact Hours: 51.00 Lecture Out of Class Hours: 102.00 Total Course Hours: 153.00

### **Course Description:**

This is an introductory personal development course where students learn the skills for goal setting, budget projection, career and educational research, decision-making, and personal management. The course culminates in a 10-year action plan to fulfill educational and career goals.

# Objectives

Upon successful completion of this course, the student should be able to:

- 1. Identify interests, lifestyle preferences and aptitudes that influence career, education and life choices.
- 2. Conduct preliminary career research using online and in-person resources such as the Occupational Outlook Handbook and informational interviews.
- 3. Use a basic problem-solving techniques to overcome obstacles and refine personal goals.
- 4. Create plans and use self-directed strategies for career changes and lifelong learning.
- 5. Develop and maintain a 10-year action plan that includes appropriate experiences, skills, training and education required to attain stated career goal.

### Course Content

### **Topic Titles / Suggested Time Topic**

# Lecture

<u>Topics</u>	Lec Hrs
Envisioning your future	2.00
Setting goals and creating plans	4.00
Career research	6.00
Budgeting for your envisioned lifestyle	5.00
Rubrics for making informed education, career, and life choices	4.00
Transitioning through post-secondary education into the workforce	4.00
Long-range plans for educational and training opportunities	8.00
Strategies for making career and life changes	3.00
Self-mastery skills and resiliency strategies	4.00
Connecting your education and career decisions with the planning process	4.00
Designing and maintaining your 10-year plan	7.00
Total Hours:	51.00

# Examples of Assignments

### Reading Assignments

- 1. Read the chapter in your text on the traits of those who succeed, and prepare to present in class the characteristics of people you would like to hire if you were the manager of a company.
- 2. Read the section in your text on the six E's of excellence, and prepare to share in class a person you know that embodies these traits.

# **Writing Assignments**

- 1. Complete a one-page personal profile articulating your passions, work values, strengths, skills, aptitudes, and desired roles.
- 2. Write a budget for the envisioned lifestyle using the template provided by your instructor.

### **Out-of-Class Assignments**

- 1. Complete an online inventory that details the skills you have and the skills you need to learn for your chosen career path. Submit a one-page summary of your findings.
- 2. Using your skills inventory chart, develop an education plan for your career path. Prepare to share your plan during a small-group discussion in

# Recommended Materials of Instruction

Bingham, Mindy & Stryker, Sandy. (2013). Career Choices and Changes: Discover Who You Are, What You Want, and How to Get It. *Academic Innovations*, *5th*.

Bingham, Mindy. (2013). Career Choices and Changes: Workbook and Portfolio. Academic Innovations, 5th.

Other Learning Materials

My10yearPlan.com® Interactive, Academic Innovations, 2012.

Online inventories that measure interests, personality, values, skills, learning styles, and lifestyle

Instructor may decide to assign additional self-measurement tools outside of the course text/materials, as needed.

# Methods of Instruction

- A. Homework: Students are required to complete two hours of outside-of-class homework for each hour of lecture
- B. Lecture
- C. Multimedia Presentations
- D. Class Activities
- E. Group Discussions
- F. Guest Speakers

# Methods of Evaluation

- A. Portfolios
- B. Projects
- C. Homework
- D. Class participation
- E. Written Assignments

Created/Revised by: Donnelly, Brian

Date: 10/31/2016

3.00



# **Catalog Description**

# **DFT 12 - Beginning AutoCAD Drafting**

Transfer Status: CSU/UC

Unit(s): 3.00

Contact Hours: 34.00 Lecture/51.00 Lab

Out of Class Hours: 68.00 Total Course Hours: 153.00

# **Course Description:**

This course introduces students to basic drafting concepts using both freehand sketching and AutoCAD, an industry-standard computer-aided drafting (CAD) application. It is intended for drafting majors, engineering majors, interior design majors and pre-architectural students. Topics include line and geometric shape development, freehand sketching, basic AutoCAD commands, text commands, file management, orthographic and pictorial projection, dimensioning, sectioning, auxiliaries, and architectural drawings using sketching and a two-dimensional (2D) drafting application. Document reproduction, printing and plotting will be introduced and practiced.

# Objectives

Upon successful completion of this course, the student should be able to:

- 1. Create representative freehand sketches of objects using lines, curves and circles to create technical shapes using orthographic and pictorial techniques.
- 2. Properly setup AutoCAD with drafting settings to create, edit and save drawing files.
- 3. Draw, edit and dimension freehand sketches or technical details, using AutoCAD including the control of software options and creation of paperbased prints.
- 4. Produce, edit and dimension orthographic projection drawings, pictorial drawings in mechanical and architectural applications using AutoCAD.

# Course Content

# **Topic Titles / Suggested Time Topic**

### **Lecture**

<u>Topics</u>	<u>Lec Hrs</u>
Sketching	2.00
Starting AutoCAD	1.00
Drawing Setup and Saving Drawing Files	1.00
Basic Drawing Commands	1.00
Cartesian Coordinate Problems	2.00
Templates and Layers	2.00
Dimensioning	3.00
Mechanical Parts Problems	4.00
Geometric Construction Problems	2.00
Orthographic Construction Problems	4.00
Sectional Views	2.00
Auxiliary Drawings	2.00
Annotation and Pictorial Drawings Applications	4.00
Architectural Drawings, Layers and Scales	4.00
Total Hours:	34.00

### <u>Lab</u>

Geometric Construction Problems

<u>Topics</u>	<u>Lab Hrs</u>
Sketching	3.00
Drawing Setup and Saving Drawing Files	1.00
Basic Drawing Commands	1.00
Cartesian Coordinate Problems	3.00
Templates and Layers	3.00
Dimensioning	4.00
Mechanical Parts Problems	<sup>26</sup> 6.00

Orthographic Construction Problems	8.0
Sectional Views	3.0
Auxiliary Drawings	4.0
Annotation and Pictorial Drawing applications	6.0
Architectural Drawings, Layers and Scales	6.0
	Total Hours: 51.0

# **Examples of Assignments**

# **Reading Assignments**

- 1. Please read the section in your text about dimension applications and be prepared to answer questions from the reading at the next class.
- 2. Please read the chapter on Section Views. Consider the question "Why are section views important to drafting?" and be prepared to discuss at the start of next class.

# **Writing Assignments**

- 1. Having read the chapter on Section Views, write complete answers to the worksheet questions and submit to the instructor when complete.
- 2. Complete the instructor-led exercise on drafting parameters in class, and write a brief summary of the parameters used to prepare your DWG file for submission.

# **Out-of-Class Assignments**

- 1. Prepare a freehand sketch of the kitchen floorplan provided by the instructor and submit your sketch at the next class meeting.
- 2. For extra credit, please search the acronym NIST and the term ISO and prepare hand-written definitions for each and turn in at the start of the next class. No late submissions will be accepted.

### Recommended Materials of Instruction

Shih, Randy H.. (2011). Principles and Practices: An Integrated Approach to Engineering Graphics. Schroff Development Corporation, 2011.

# Methods of Instruction

- A. Demonstrations
- B. Homework: Students are required to complete two hours of outside-of-class homework for each hour of lecture
- C. Lecture
- D. Multimedia Presentations
- E. Class Activities
- F. Collaborative Group Work

# Methods of Evaluation

- A. Exams/Tests
- B. Quizzes
- C. Projects
- D. Homework
- E. Class participation

Created/Revised by: Sathrum, Luke

Date:04/16/2012

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# **Catalog Description**

# **EH 20 - Introduction to Environmental Horticulture**

Transfer Status: CSU

Unit(s): 3.00

Contact Hours: 34.00 Lecture/51.00 Lab

Out of Class Hours: 68.00 Total Course Hours: 153.00

# **Course Description:**

This course is an introduction to environmental horticulture including nursery operations, landscaping, turf management and arboriculture. Topics include basic botany, cultural practices, propagation, structures and layout, pest management, planting, transplanting, container gardening, houseplants, plant identification, turfgrass installation and care, and a broad survey of the 'Green Industry' and other career opportunities.

# Objectives

Upon successful completion of this course, the student should be able to:

- 1. Identify various horticultural occupations and their employment requirements.
- 2. Identify and safely use common tools and equipment.
- 3. List and describe the major structures of plants and their functions.
- 4. Formulate potting mixes and container media.
- 5. Propagate plants by sexual and asexual methods.
- 6. Explain the requirements of plant growth including watering needs, fertilizers requirements and pest control.
- 7. Identify the various types of horticultural structures including shade structures, greenhouses, and cold frames.
- 8. Describe the basic operations of various environmental horticulture businesses.
- 9. Plant and care for horticultural crops.

# **Course Content**

# **Topic Titles / Suggested Time Topic**

# Lecture

<u>Topics</u>	<u>Lec Hrs</u>
The 'Green Industry' in Butte County and Around the World	2.00
Environmental Issues and Regulations	2.00
Horticultural Occupations and Their Employment Requirements	2.00
Tools, Equipment and Safety Practices	2.00
Plant Structures and Functions	2.00
Soils and Container Media	2.00
Plant Propagation	2.00
Requirements of Plant Growth	2.00
Irrigation and Fertilization	2.00
Pest and Disease Damage Identification	2.00
Horticultural Structures	2.00
Environmental Horticulture Businesses	2.00
Nursery and Greenhouse Crops – Planting and Care	2.00
Plants in the Landscape – Care and Pruning	2.00
Plant Identification and Nomenclature	2.00
Common Turf and Landscape Practices	2.00
Agriculture and Horticulture Policy concerns	2.00
Total Hours:	34.00

### <u>Lab</u>

<u>lopics</u>		<u>Lab Hrs</u>
The 'Green Industry' in Butte County and Around the World		3.00
Tools, Equipment and Safety Practices	128	3.00
Plant Structures and Functions	120	3.00
Soils and Container Media		3.00

Plant Propagation	6.00	
Requirements of Plant Growth	3.00	
Irrigation and Fertilization	3.00	
Pest and Disease Damage Identification	3.00	
Horticultural Structures	3.00	
Nursery and Greenhouse Crops – Planting and Care	6.00	
Plants in the Landscape – Care and Pruning	6.00	
Plant Identification and Nomenclature	3.00	
Common Turf and Landscape Practices	3.00	
Vineyard and Orchard Pruning Practices	3.00	
	Total Hours: 51.00	

# **Examples of Assignments**

# **Reading Assignments**

- 1. Read the text chapter on diagnosing plant disorders and complete the corresponding homework assignment. Be prepared for class discussion on the following: a. Plant disorders caused by cultural practices. b. Plant disorders caused by insect damages. c. Plant disorders caused by diseases.
- 2. Read the UC-IPM website covering one of each type of plant disorder and be ready to give an oral report to the class on proper care for the affected plant.

### **Writing Assignments**

- 1. Write a two page essay on current employment trends for Horticulturists. Give regional data for trends and salary ranges.
- 2. Write a two page essay on a plant of your choice. Give your reasons for choosing this plant, its history of association with humans and its future uses and value to mankind.

# **Out-of-Class Assignments**

- 1. Visit a local business that is in the ornamental horticulture category and be prepared to give an oral report to the class.
- 2. Visit a local or regional business in the agricultural or viticultural areas of horticulture and be prepared to give an oral report to your class.

# Recommended Materials of Instruction

Laura Williams Rice & Robert P. Rice. (2011). Practical Horticulture. Prentice-Hall, 7th. 0130946346.

Other Learning Materials

Materials: three ring binder, pocket knife, pruning shears, water bottle, gloves, shade hat and boots. Warm clothing, when necessary.

# Methods of Instruction

- A. Class Activities
- B. Demonstrations
- C. Discussion
- D. Field Trips
- E. Homework: Students are required to complete two hours of outside-of-class homework for each hour of lecture
- F. Laboratory Experiments
- G. Lecture
- H. Multimedia Presentations
- I. Reading Assignments

### Methods of Evaluation

- A. Quizzes
- B. Oral Presentation
- C. Demonstration
- D. Homework
- E. Class participation
- F. Lab Projects
- G. Exams/Tests

Created/Revised by: Wilmarth, Jared

Date:02/23/2015

Lec Hrs



# **Catalog Description**

# MSP 74 - Multimedia Production I

Transfer Status: CSU

Unit(s): 3.00

Contact Hours: 34.00 Lecture/51.00 Lab

Out of Class Hours: 68.00 Total Course Hours: 153.00

# **Course Description:**

This course introduces students to skills and techniques used to produce computer generated multimedia presentations. Areas of study will include the development of multimedia projects and the study of multimedia tools, the selection of hardware, use of text, photography, graphics, animation, digital video and audio.

# Objectives

Upon successful completion of this course, the student should be able to:

- 1. Create basic multimedia and graphic presentations.
- 2. Use multimedia software applications to create interactive projects.
- 3. Develop audio and visual communications for interactive projects.
- 4. Formulate and execute ideas for basic multimedia projects.

# Course Content

# **Topic Titles / Suggested Time Topic**

# <u>Lecture</u> <u>Topics</u>

<u>100100</u>		<u>v</u>
Defining Multimedia	1	1.00
How to develop multimedia projects	1	1.00
Preparing materials for project development	1	1.00
Developing concepts and brainstorming	1	1.00
Defining the user demographic	1	1.00
Planning the production	1	1.00
Producing the project	2	2.00
Hardware	1	1.00
Text	1	1.00
Graphics	2	2.00
Photography	2	2.00
Animation	2	2.00
3D modeling	2	2.00
Video and Digital Video	2	2.00
Sound (music and voice)	1	1.00
Presentation programs	1	1.00
Using interactive programs	1	1.00
Authoring and Scripting	1	1.00
Multimedia authoring environments	1	1.00
Creating cross-platform projects	1	1.00
Displaying color graphics	1	1.00
Add the background, fields, buttons	1	1.00
Adding the Content-Text	1	1.00
Adding Photos and Graphics	2	2.00
Adding Sound and Video	3	3.00
	Total Hours: 34	1.00

<u>Lab</u>

<u>Topics</u>	Lab Hrs
Preparing materials for project development	1.50

Developing concepts and brainstorming	2.00
Planning the production	3.00
Producing the project	3.00
Hardware	1.00
Text	1.50
Graphics	3.00
Photography	3.00
Animation	3.00
3D modeling	3.00
Video and Digital Video	3.00
Sound (music and voice)	3.00
Presentation programs	1.50
Using interactive programs	1.50
Authoring and Scripting	3.00
Multimedia authoring environments	3.00
Creating cross-platform projects	3.00
Displaying color graphics	3.00
Add the background, fields, buttons	1.50
Adding the Content-Text	1.50
Adding Photos and Graphics	1.50
Adding Sound and Video	1.50
Total H	ours: 51.00

# **Examples of Assignments**

# **Reading Assignments**

- 1. Research and read about a multimedia company or freelance multimedia designer. Be prepared to discuss and share this project with the class.
- 2. Research and read an interview with a multimedia industry professional. Find three projects created by the designer and share with class.

# **Writing Assignments**

- 1. Develop a multimedia storyboard and write a description of the processes and techniques needed to produce the project.
- 2. Research a multimedia professional and write a one page paper on the background of this individual. Share with the class.

# **Out-of-Class Assignments**

- 1. View the list of multimedia interview videos supplied by the instructor. Research one of the multimedia designers interviewed and showcase the individuals work with the class.
- 2. Research new software and technology used in multimedia products. Find an example where the software or technology has been implemented in a real project and share the project with the class.

# Recommended Materials of Instruction

Other Learning Materials

Handouts

Periodicals

Instructional DVDs

Tutorials

# Methods of Instruction

- A. Homework: Students are required to complete two hours of outside-of-class homework for each hour of lecture
- B. Multimedia Presentations

# Methods of Evaluation

- A. Quizzes
- B. Final Examination

Created/Revised by: Donnelly, Daniel

Date:02/04/2013



# Catalog Description

# PHO 2 - Introduction to Photography

Transfer Status: CSU/UC

Unit(s): 3.00

Contact Hours: 34.00 Lecture/51.00 Lab

Out of Class Hours: 68.00 Total Course Hours: 153.00

# **Course Description:**

This course is an introduction to the processes, principles, and tools of photography. Topics include the development of technical and aesthetic skills, elements of design and composition, camera technology, materials and equipment, and contemporary trends in photography.

# Objectives

Upon successful completion of this course, the student should be able to:

- 1. Safely handle and maintain photographic equipment and materials.
- 2. Apply the elements and principles of design in finished photographs.
- 3. Create a portfolio of work demonstrating formal, conceptual, and technical development.
- 4. Produce photographs skillfully utilizing photographic tools, materials, and processes, including camera controls, image exposure, image processing, printing, and presentation.
- 5. Examine and describe historical and contemporary trends, language, aesthetics and emerging media in photography.
- 6. Analyze and describe the role of photography in contemporary culture and media.
- 7. Evaluate and critique photographic images utilizing relevant terminology and concepts.

### Course Content

# **Topic Titles / Suggested Time Topic**

# **Lecture**

<u>Topics</u>	<u>Lec Hrs</u>
Safe handling, maintenance, and appropriate use of photography equipment and materials	4.00
Elements and principles of design as they relate to photography	6.00
Concept development and project based approaches to photography	6.00
Photographic tools, materials and processes, including camera controls, image exposure, image manipulation, processing, and printing	7.00
Historical and contemporary trends, language, aesthetics and emerging media as they relate to film and digital photography	6.00
Group and individual critiques of photographic images utilizing relevant terminology and concepts	5.00
Total Hours:	34.00
<u>Lab</u>	
Topics	Lab Hrs

<u>Topics</u>	<u>Lab Hrs</u>
Lab policies and procedures	1.00
Wet-lab film development and darkroom printmaking, and/or digital management, editing, software, and printing techniques	17.00
Assignment covering photographic tools, materials and processes, compositional techniques and principles, camera controls, and image exposure	17.00
Group and individual critiques	16.00

# Examples of Assignments

**Total Hours:** 

51.00

- 1. Read the chapter on the camera and complete the "Parts of the Camera" worksheet by correctly labeling the 35mm and digital camera diagram. Use your camera as reference.
- 2. Read handout on the "Brief History of Photography" and select one photographer of interest to research. Write a short objective essay describing the photographer's historical and personal context, and how this influenced the photographer's work.

# **Writing Assignments**

- 1. Read about the philosophical questions concerning the nature of photography in your class text. In 2-3 pages discuss the difference between a static black and white image on paper (the photograph) and real life experience.
- 2. Listen to a student's critique of your work and in 100-200 words write a response to the comments they made. Explain what you think about what was said and why.

### **Out-of-Class Assignments**

- 1. Shoot three rolls of film of simple abstractions from everyday objects. Photograph a single plane using maximum depth-of-field. Do not record motion. Be prepared to give an oral critique of five of your best images based on the criteria in the class handout.
- 2. Select a digital or analog work to create a digital negative for cyanotype printing. Write a 2-3 page paper answering these questions: Will you use multi-media i.e. handcoloring or sculptural elements to enhance your cyanotype photograph? What is the expressive content of your work? How do your choices of image and materials convey meaning?

### Recommended Materials of Instruction

London, B. and Stone, J. (2018). Short Course in Photography: Digital. *Pearson Publishing, 4th.*Barnbaum, B. (2017). The Art of Photography: An Approach to Personal Expression. *Rocky Nook Publishers, 2nd.* 

### Methods of Instruction

- A. Discussion
- B. Field Trips
- C. Homework: Students are required to complete two hours of outside-of-class homework for each hour of lecture
- D. Instructor Demonstrations
- E. Lecture
- F. Reading Assignments

# Methods of Evaluation

- A. Portfolios
- B. Homework
- C. Class participation
- D. Lab Projects
- E. Written Assignments
- F. Examinations

Created/Revised by: Donnelly, Daniel

Date: 12/07/2020



# Catalog Description

# **RTVF 40 - Video Production**

Transfer Status: CSU

Unit(s): 3.00

Contact Hours: 34.00 Lecture/51.00 Lab

Out of Class Hours: 68.00 Total Course Hours: 153.00

# **Course Description:**

The course provides an introduction to the theory, terminology, and operation of single camera video production, including composition and editing techniques, camera operation, portable lighting, video recorder operation, audio control and basic editing. This course focuses on the aesthetics and fundamentals of scripting, producing, directing on location, post-production, and exhibition/distribution.

# Objectives

Upon successful completion of this course, the student should be able to:

- 1. Demonstrate both the technical and aesthetic aspects of video field production and demonstrate knowledge of basic production techniques.
- 2. Operate video field recording equipment correctly to acquire quality video and audio products.
- 3. Conceive and execute appropriate approaches to editing field footage into cohesive projects.
- 4. Demonstrate the skills needed for successful teamwork in television, film or other media employment.
- 5. Demonstrate through projects that with the power of a communicator, comes moral and ethical responsibility.

# Course Content

### **Topic Titles / Suggested Time Topic**

### **Lecture** Tanias

<u>iopics</u>	<u>Lec Hrs</u>
An overview of the process of pre-production, production and post-production camera operation including recording formats, lens operation, basic filters and tripod use	6.00
Picture composition	6.00
Basic lighting techniques and equipment	5.00
Basic audio including different microphones and mounting techniques, and appropriate sound theory (i.e. balance, presence and perspective)	6.00
General concepts of acting and directing	5.00
Post-production theory (i.e. continuity and dynamic editing) plus basic operation for nonlinear editing including ingest, editing operation and distribution	6.00
Total Hours:	34.00
Lah	

### Lab

<u>Topics</u>	<u>Lab Hrs</u>
Produce recordings using various lenses and filters	8.00
Produce projects using multiple picture compositions	7.00
Use basic lighting techniques and equipment	7.00
Record projects using different microphones and mounting techniques (i.e. balance, presence and perspective)	8.00
Create projects that incorporate acting and directing	8 00

134

Use post-production to create nonlinear editing projects

7.00 6.00

8.00

1 aa U#a

Assemble as a final individual project a live action (or dramatic creation) suitable for review and evaluation during a public showing

> **Total Hours:** 51.00

# Examples of Assignments

### Reading Assignments

- 1. Read the chapter on basic videography; complete the reading assessment quiz and be prepared to apply the chapter information during the videography shooting assignment.
- 2. Read the chapter on non-linear video editing and write a 200 word minimum summary of the chapter information for a class discussion of video editing.

### **Writing Assignments**

- 1. View a student video project and write 250 word minimum analysis of its content and presentation in terms of accepted principles of videography and editing.
- 2. Write a 200 word minimum analysis of how the "Rule of Thirds" is used in a video production to improve composition and direct viewer interest. Be prepared to present your findings during a class discussion of effective video composition.

# **Out-of-Class Assignments**

- 1. Use an online job search database to identify opportunities for videographers/editors in California and the United States. Write a 200 word minimum report on your findings.
- 2. Plan and design a storyboard for a video production including details of camera placement, character dialog, camera moves, and composition.

### Recommended Materials of Instruction

Zettl, H. (2014). TV Production Handbook. *Cengage Learning Publishing, 12th.* Musberger, R. (2014). Single Camera Video Production. *Routledge, 6th.* Compesi, R. (2019). Video Field Production and Editing. *Routledge, 8th.* 

### Methods of Instruction

- A. Homework: Students are required to complete two hours of outside-of-class homework for each hour of lecture
- B. Lecture
- C. Multimedia Presentations
- D. Reading Assignments
- E. Demonstrations
- F. Discussion

### Methods of Evaluation

- A. Exams/Tests
- B. Projects
- C. Homework
- D. Final Examination
- E. Written Assignments
- F. Written Examinations

Created/Revised by: Donnelly, Daniel

Date: 11/09/2020

This College and Career Access Pathways ("CCAP") Instructor Agreement ("CCAP Instructor Agreement") is made and entered into this DAY of MONTH, YEAR, by the Butte-Glenn Community College District ("College") and INSERT CCAP INSTRUCTOR NAME ("CCAP Instructor") an employee of the INSERT SCHOOL DISTRICT NAME ("School District") who is being assigned to the College on a part-time basis pursuant to Title 5, California Code of Regulations, Sections 58058 (b), and shall be an at-will and uncompensated temporary academic employee of the College on a limited basis during this part-time assignment pursuant to this Agreement.

# **RECITALS**

**WHEREAS,** the College needs supervisory and instructional services with regard to instruction for classes offered by the College in cooperation with the School District, subject to the terms and conditions set forth in the separate College and Career Access Pathways ("CCAP") Partnership Agreement ("CCAP Agreement") between the College and the School District; and

**WHEREAS**, the School District has the experience, training, equipment and other resources, and qualified staff necessary to provide supervisory and instructional services in the area of INSERT DESCRIPTION OF TRAINING PROGRAM to School District students. Such training will be structured and designed with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness; and,

**WHEREAS,** the authority for this CCAP Instructor Agreement includes Title 5, California Code of Regulations, Section 58058 (b) and Education Code section 76004.

**NOW, THEREFORE,** the parties to this CCAP Instructor Agreement hereby agree as follows:

- The CCAP Instructor is an employee of School District but will be assigned to College as an at-will, uncompensated temporary academic employee of the College for the purposes of providing supervisory and instructional services as authorized by the separate CCAP Agreement, for the courses specifically described in the Appendix to the CCAP Agreement, attached and incorporated herein as Attachment 1, which may be updated from time to time by the School District and College.
- 2. At all times during which the CCAP Instructor is providing supervisory and instructional services on behalf of the College, the College shall have the right to control and direct the instructional activities of the CCAP Instructor.
- 3. The College shall be responsible for providing the CCAP Instructor with an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its hourly on-campus instructors.
- 4. The CCAP Instructor is responsible for the following.
  - 4.1. Meeting the "Minimum Qualifications" identified by the College, in compliance with Title 5, California Code of Regulations, section 53410. Said minimum qualifications are attached hereto as Attachment 2.
  - 4.2. Complying with the fingerprinting requirements set forth in Education Code sections 44830.1 and 87013, as applicable, and the tuberculosis testing and risk assessment requirements of the Education Code sections 49406 and 87408.6, as applicable.
  - 4.3. Attending dual enrollment instructor training and orientation provided by College regarding, but not limited to, reporting census, drops, withdrawals, grading procedures, record keeping, Dual Enrollment Course Audit process, and other instructional responsibilities related to dual enrollment.

- 4.4. Participating in professional development activities sponsored by the College and in ongoing collegial interaction to include, but not limited to address course content, course delivery, assessment, evaluation and/or research and development in the field.
- 4.5. Being familiar with and comply with all relevant College policies, rules and regulations, including but not limited, to those related to student safety, grading, attendance, sexual harassment and discrimination.
- 4.6. Complying with the supervision and control requirements outlined in Title 5, California Code of Regulations, sections 58055 and 58056, which include but are not limited to the following.
- 4.7. Being in sufficient physical proximity and range of communication to provide line-of-sight instructional supervision and control of students.
- 4.8. Providing the supervision and control necessary for the protection of the health and safety of students.
- 4.9. Ensuring that he/she does not have any other assigned duty during the hours of supervisory and instructional services provided pursuant to this CCAP Instructor Agreement.
- 4.10. Ensuring that instructional services he/she provides adhere to the official course outlines of record and the student learning outcomes established by the College.
- 4.11. Ensuring and reporting accurate and current daily student attendance records.
- 4.12. Ensuring and reporting the accurate calculation of final student grades and the prompt submission of them to the College.
- 5. The term of this CCAP Instructor Agreement shall be for the period of DATE through DATE.
- 6. For purposes of indemnification and defense of any claims, actions or lawsuits, pursuant to CCAP Agreement section 17, the CCAP Instructor shall be considered an employee of the College only during those times when he/she is actually performing supervisory and instructional services on behalf of the College, except that any worker's compensation claims filed by the CCAP Instructor shall be filed with the School District pursuant to CCAP Agreement section 18.1.3.
- 7. The College may terminate this CCAP Instructor Agreement at any time, in the College's sole and exclusive discretion, upon written notice to the CCAP Instructor.
- 8. The CCAP Instructor may terminate this CCAP Instructor Agreement, in the CCAP Instructor's sole and exclusive discretion, by providing the College with thirty (30) days' prior written notice.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties enter into this Career and College Access Pathway Instructor Agreement as of the date executed by the College.

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT	CCAP INSTRUCTOR
By:	Ву:
(Signature of person authorized to execute agreement.)	(Signature of person authorized to execute agreement.)
Name: <u>Jessica A. Snelling, MBA</u>	Name:
Title: Vice President for Administrative Services	Title:
Date:	Date:

TO BE COMPLETED BY COLLEGE ONLY	
Approved by Dean/Director	Approved by Human Resources
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

The CCAP Instructor shall provide supervisory and instructional services as authorized by the separate CCAP Agreement, for the courses specifically described in the Appendix to the CCAP Agreement, attached hereto as Attachment 1.

CCAP Instructor shall meet the Minimum Qualifications listed herein:

[INSERT MINIMUM QUALIFICATIONS]

Item 14 F





P.O. Box 7488 Madison, WI 53707-7488 PH 800-462-8709 FAX 888-329-4728 Reference: W4197081 Contract/Bid ID: D09243 Today: 7/24/24 Quote Expiration Date: 8/23/24

NAME:

Biggs Unified School District

CONTACT: JOHN STRATTARD
PHONE: 530-868-1281 X8106
EMAIL: istrattard@biggs.org

Line	Qty Product	Product Description	Colors/Finished/Options	Unit Price	Discount	Ext Tota
1	2 W13813310	Paragon Corner Radius Filler 29" x 30" x 30"		752.37	Net	1,504.74
			Laminate top color			
			Kensington Maple Edge & accent color			
			Cool Gray			
		PLEASE NOTE: This item may not be returned unless damaged	or defective.			
2	1 W13813250	Paragon Transaction Desk Shell39" x 72" x 30"		1,319.67	Net	1,319.67
			Laminate top color			
			Kensington Maple Edge & accent color			
			Cool Gray			
		PLEASE NOTE: This item may not be returned unless damaged	or defective.			
3	1 W13813390	Paragon Circulation Deposit Bookcart w/3"Casters		1,180.17	Net	1,180.17
			Laminate color Kensington Maple			
		PLEASE NOTE: This item may not be returned unless damaged				
4	1 W13813440	Paragon Box File Pedestal 25" x 15-1/2" x 21-1/2"		348.75	Net	348.75
			Color			
		PLEASE NOTE: This item may not be returned unless damaged	Cool Gray			
		FLEASE NOIZ: INIS Item may not be recurred unless damaged	of defective.			
5	1 W13813350	Paragon Book Return Module 29" x 40" x 30"		863.97	Net	863.97
			Laminate top color Kensington Maple			
			Edge & accent color			
			Cool Gray			
		PLEASE NOTE: This item may not be returned unless damaged	or defective.			
				Order Subtotal		5,217.30
				*Shipping/Processing		1,126.52
				Sales Tax		459.94
				Grand Total		6,803.76

\*Delivery Provisions: This quote has been specifically prepared to deliver with:

Tailgate Delivery : 1126.5 Call Ahead - Delivery App: 0.00



# QUOTATION

PAGE: ~

Contract/Bid ID: D09243 Reference: W4197081 Today: 7/24/24

Quote Expiration Date:

8/23/24

CONTACT: NAME: Biggs Unified School District JOHN STRATTARD

PHONE: 530-868-1281 X8106

EMAIL: |strattard@biggs.org

Line **Qty Product Product Description** Colors/Finished/Options **Unit Price** Discount Ext Total

Additional Note: PRICING: No additional promotions or discounts may be combined with this bid/quote. Reductions in volume may affect the quoted pricing.

ESTIMATED DELIVERY: 6 weeks after receipt of complete and accurate order. Lead times may vary depending on time of order and availabl

SHIPPING AND PROCESSING: Standard shipping is for tailgate delivery. Liftgate truck and inside delivery are additional services and those charges are in addition to the tailgate delivery charge. See attached freight terms for explanation of delivery services.

REFER TO QUOTE: Please reference quote W4197081 when ordering to receive discounted pricing and shipping charges. Quote PAYMENT TERMS: Net/30 days subject to Accounting approval. Pre-payment may be required

FURNITURE AND EQUIPMENT: Furniture and equipment items are non-returnable unless received damaged or defective pricing may not be applied if quote number is not referenced.

RESTOCKING FEES; Products are non-returnable unless received damaged or defective. If returnable, restocking fees may apply.

CANCELLATIONS: Once the order is placed and processing has started the order may not be cancelled without approval from Demco and/or manufacturer of product. Cancellation fees may apply.

Order Provisions: Please note the attached freight terms.

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SALES REP:

Fax: 888-329-4728 Email: connorm@demco.com Connor Manthey Phone: 800-462-8709

Biggs 300 B

CA 95917

Biggs 300 B St

CA 95917-9732

BIGGS 300 B ST

CA 95917-9732

BIGGS UNIF SCHOOL DIST JOHN STRATTARD

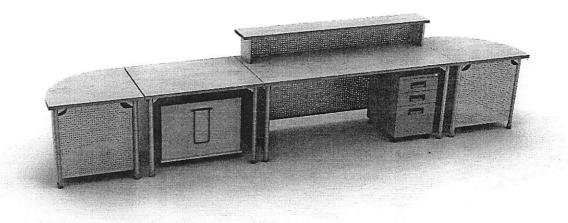
Biggs Unif School Dist John Strattard BILL TO:

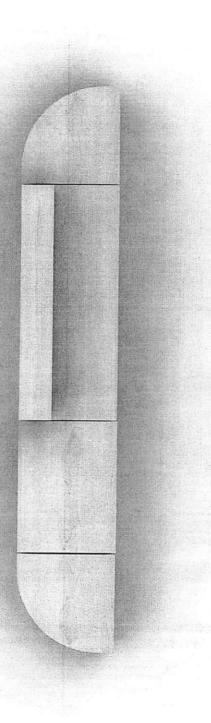
SHIP TO:

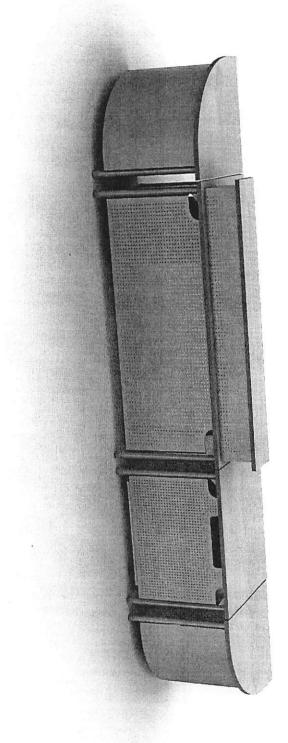
CONTACT:

Biggs Unified School District

Street







# **Freight Terms**

<u>Tailgate Delivery</u>: The driver will move the shipment to the end of the truck trailer or slide it off onto a loading dock if one is available. The customer is responsible for moving the merchandise from the truck trailer or the dock area into the building.

<u>Inside Delivery</u>: The driver will assist the customer in movement of the merchandise from the truck into the first door of the building. The customer is responsible for moving the merchandise beyond that point. Inside delivery must be requested when placing the order. This service carries an additional charge.

<u>Prior Notification</u>: The trucking company will contact the customer directly to schedule a convenient time for delivery, allowing time to plan for the appropriate staff or storage. Prior notification must be requested when placing the order. This service carries an additional charge.

<u>Lift Gate Truck Delivery</u>: The driver will be using a truck that will lower the shipment to ground level. The customer is responsible for moving the merchandise into the building. Lift Gate Truck Delivery must be requested when placing the order. This service carries an additional charge.



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

# **QUOTE CONFIRMATION**

# CHRISTINA RAEHSLER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. <u>If</u> you are an eProcurement or single sign on customer, please log into your system to access the CDW site. You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

This quote is subject to CDW's Third Party Cloud Services Order Form Terms and Conditions set forth at

https://www.cdwg.com/content/cdwg/en/terms-conditions/third-party-cloud-services-order-form-terms-and-conditions-.html

# **Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NZWK741	7/29/2024	SAMSUNG DISPLAYS	6463186	\$9,897.24

### **IMPORTANT - PLEASE READ**

Fees applied to item(s): 7939620

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Samsung BE75D-H - 4K - Business Pro TV - 75"	8	7939620	\$900.00	\$7,200.00
Mfg. Part#: BE75D-H				
Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)				
<u>StarTech.com Full Motion TV Wall Mount - Large 32-75" VESA</u> <u>Display - Silver</u>	8	5452158	\$247.93	\$1,983.44
Mfg. Part#: FPWARPS				
UNSPSC: 31162313				
Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)				

RECYCLING FEE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 35" AND OVER Fee Applied to Item: 7939620	8	654813	\$6.00	\$48.00

These services are considered Third Party Services, and this purchase is subject to CDW's <u>Third Party Cloud Services Terms and Conditions</u>, unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

\$9,183.44	SUBTOTAL
\$0.00	SHIPPING
\$48.00	RECYCLING FEE
\$665.80	SALES TAX
\$9,897.24	GRAND TOTAL

PURCHASER BILLING INFO	DELIVER TO
Billing Address: BIGGS UNIFIED SCHOOL DISTRICT ACCOUNTS PAYABLE-VENDOR DECLARATION 300 B ST DISTRICT TECHNOLOGY DEPT BIGGS, CA 95917-9732 Phone: (530) 868-1281 Payment Terms: NET 30 Days-Govt/Ed	Shipping Address: BIGGS UNIFIED SCHOOL DISTRICT CHRISTINA RAEHSLER 300 B ST DISTRICT TECHNOLOGY DEPT BIGGS, CA 95917-9732 Phone: (530) 868-1281 Shipping Method: DROP SHIP-COMMON CARRIER
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



# **Sales Contact Info**

**Ian Rodnick** | (877) 655-1832 | <u>ianrodn@cdw.com</u>

# Need Help?



My Account



Support



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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at  $\frac{1}{2}$ 

http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

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# Acellus Educational Services LLC

11020 N. Ambassador Drive Kansas City, MO 64153

Phone: (816) 229-3800; Fax: (816) 229-1000 Email: iasaccounting@science.edu

# **INVOICE**

Invoice No: 99313 Date: Jul 1, 2024

# Bill To

Biggs Unified School District 300 B Street Biggs, CA 95917 UŠĀ

Ph: 530-868-1281

Fx:

Ship To

Biggs Unified School District 300 B Street Biggs, CA 95917 UŠĀ

Customer ID	Customer Contact	Customer PO	Payment Terms
10002940	Doug Kaelin	1000000	Net 30
Sales Rep	Shipping Method	Ship Date	Due Date
Dr. Marti Asay	GAMEN		7/31/24

Quantity	Description	Unit Price	A 4
540	Basic Acellus School License		Amount
	Grant#: 1016101	25.00	13,500.0
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-			

Please pay from this invoice.

TOTAL	12,450.00
TOTAL	4.5 4.5
Payments & Credits	1,050.00
Shipping & Handling	
Sales Tax	
Subtotal	13,500.00

Item 14 I

### CORPORATE HEADQUARTERS

9650 Tanqueray Court Redding, CA 96003 O. 530.223.2979 F. 530.224.9260 GaynorTelesys.com



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Biggs USD May 22, 2024

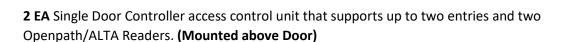




### **PROJECT SCOPE:**

Gaynor will Provide & Install MOTOROLA AVIGILON ALTA Cloud Access Control system for 2 Man Gates using customer mobile device with ALTA APP and/or token cards for entry. Gaynor will run Cat6 and access control cables from Gate to closest IDF. Gaynor will train admin staff remotely on Admin Portal and Mobile application.

**2 EA** The Openpath Video Intercom Reader Pro combines a built-in high-resolution camera, intelligent intercom, and multi-technology reader into a slim and sleek form factor. Visitors use the intercom to initiate calls, communicate with assigned users, and are visually identified within the Openpath app. Automatically associate video footage with access events and visually monitor entries in the Openpath Control Center





2 EA Battery backup for door control panels

2 EA Door contacts

1 LOT of Cable, 34" Conduit and hardware





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Biggs USD ALTA PROPOSAL 5.22.24

# **Customer responsibility:**

- Provide One POE+ Network port for each Avigilon Alta Door Controller Panel
- Configure VLAN for Avigilon Alta Access Control equipment with Internet Access
- Supply IP address, Subnet mask, Gateway address for Avigilon Alta equipment
- Door Touch up as needed. Paint Conduit if desired.
- Secure Man Gates with Mesh cover so people are unable to reach their arm through the gate rods to open gate
- Reader Schedule Information (work hours, unlock hours, lock hours)
- Setup Mobile Application
- Provide User list with Door Access Schedule

# **Gaynor responsibility:**

- Prevailing Wage Project DIR#1000010104
- Install, Program & Test Avigilon ALTA equipment
- Provide and install ¾" conduit
- Mount Single Door Controllers at IDF's
- Provide, Install, terminate all Cat6 and Access Control Cables
- Utilize open patch panel ports to terminate Cat6 cable at IDF
- Install electronic strikes and adjust doors (Lock Sub)
- Configuration of Readers and Door Controllers on Avigilon ALTA Cloud server
- Train Admin staff remotely on the Administration of Avigilon ALTA software
- Show Admin remotely how to setup and Configure Mobile apps

Avigilon Alta Equipment	\$ 5,480.56
Sales Tax - 7.25%	\$ 397.34
Cabling Project	\$ 4,668.43
Alta Licenses	\$ 480.00
Shipping	\$ 175.00
Training	\$ 460.00
Remote Programming	\$ 2,320.00
Prevailing Wage Installation & Warranty	\$ 2,780.00
Subcontractor: GILES LOCKSMITH	\$ 5,247.93
Total Project	\$ 22,009.26

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Biggs USD ALTA PROPOSAL 5.22.24

- LIFETIME AVIGILON ALTA HARDWARE WARRANTY
- ONE YEAR GAYNOR LABOR WARRANTY
- GILES LOCK ONE YEAR WARRANTY

# **SUBCONTRACTOR QUOTE:**



Quote

Date 05/22/24

Glies Lock and Security inc 1211 Hartnell Ave Redding, Ca. 96002 Phone: 530-222-1110

Fax: 530-222-2663 Email: info@gileslock.com

ı	Name/Address
	Biggs USD
	biggs 03D

Description	Qty	Price	Total
Description  Man Gates (Two Locations)  Hardware  Mag Lock Electromechanical Release Bar Door Loop Mounting Hardware	Qty 2 2 2 2 2	\$750.00 \$375.00 \$60.00 \$180.00	\$1,500.00 \$750.00 \$120.00 \$360.00
Installation			\$2,320.00
	Tax: Total:	9	\$197.9 5,247.9

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If you have any questions, please contact Maureen Gaynor 530-223-2979 Ext 125 <a href="maggaynortelesys.com">mgaynor@gaynortelesys.com</a> or Richard Brush X147 <a href="maggaynortelesys.com">rbrush@gaynortelesys.com</a>

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Prices good for 60 days.

# **BIGGS UNIFIED SCHOOL DISTRICT**

August 14, 2024

Item Number: Item 14 J

Item Title: Gaynor Telesystems - Alta Cloud CCTV Control System Project

Presenter: Doug Kaelin

Attachments: Proposal of \$50,429.56

Item Type: [] Consent Agenda [X] Action [] Report [] Work Session [] Other

# **Background/Comments:**

This project is intended to start moving all cameras to a cloud-based system- ALTA Cloud CCTV System, reusing existing Pelco Cameras, adding three (3) new cameras to the Richvale system, and four (4) halo units to the High School system.

# **Fiscal Impact:**

Funding Usage: Unrestricted Funds \$ 14,033.45 and ESSER Funds \$ 36,396.11 The annual licenses estimated at \$7,697 will be added to the LCAP facility goals beginning SY 25/26.

# **Recommendation:**

The Administration recommends the Board approve Gaynor Telesystems' proposal to move all the cameras to a based-cloud system as presented.

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**Biggs Unified School District** 

June 21, 2024





# **PROJECT SCOPE:**

Provide & Install MOTOROLA AVIGILON ALTA AWARE Cloud CCTV Control system for 34 existing PELCO cameras, 5 New AVIGILON cameras and 4 new HALO Sensors with 1 year licenses.

AVIGILON ALTA PRICE SUMMARY	
BIGGS HIGH & ELEMENTARY SCHOOL	\$41,238.62
RICHVALE	\$ 9,190.94
PROJECT GRAND TOTAL	\$50,429.56

- ✓ 5 YEAR AVIGILON ALTA CLOUD CONNECTOR WARRANTY
- ✓ 10 YEAR AVIGILON ALTA CAMERA WARRANTY
- ONE YEAR GAYNOR LABOR WARRANTY

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BIGGS USD ALTA CCTV PROPOSAL 6.21.24

### **ITEMIZED PRICING BY CAMPUS**

	ITEMIZED PRICING - Elementary & High			
QTY	DESCRIPTION	EACH		TOTAL
1	ALTA A1000 48TB CLOUD CONNECTOR	\$ 13,084.80	\$	13,084.80
1	ALTA 5MP MULTISENSOR CAMERA 30 DAY	\$ 2,606.75	\$	2,606.75
1	ALTA 3MP WDR, BULLET CAMERA 30 DAY	\$ 1,084.33	\$	1,084.33
1	ALTA CORNER MOUNT	\$ 134.56	\$	134.56
1	ALTA WALL ARM MOUNT	\$ 112.58	\$	112.58
1	ALTA PENDANT MOUNT ADAPTER	\$ 184.93	\$	184.93
1	ALTA DOME COVER CLEAR	\$ 184.93	\$	184.93
1	ALTA IR ILLUMINATOR RING	\$ 361.36	\$	361.36
4	HALO V3 IOT SENSOR	\$ 1,665.76	\$	6,663.04
450	FT CAT 6 CABLE	\$ 0.56	\$	252.00
3	PLUGS AND PATCH CORDS	\$ 14.96	\$	44.88
1	MISC HARDWARE	\$ 175.00	\$	175.00
	MATERIALS SUBTOTAL		\$	24,889.16
7.25%	SALES TAX		\$	1,804.46
	SHIPPING		\$	225.00
36	ALTA AWARE CAMERA LICENSES ANNUAL SUBSCRIPTION	\$ 179.00	\$	6,444.00
4	ALTA HALO SENSOR LICENSES ANNUAL SUBSCIRPTION	\$ 179.00	\$	716.00
	PREVAILING WAGE CABLE LABOR		\$	2,320.00
	PREVAILING WAGE INSTALLATION & WARRANTY		\$	4,130.00
	PROJECT MANAGEMENT		\$	250.00
	END USER TRAINING		\$	460.00
	PROJECT TOTAL ELEMENTARY & HIGH		\$4	41,238.62

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BIGGS USD ALTA CCTV PROPOSAL 6.21.24

	ITEMIZED PRICING - Richvale			
QTY	DESCRIPTION		EACH	TOTAL
3	ALTA 3MP WDR, BULLET CAMERA 30 DAY	\$	1,084.33	\$ 3,252.99
1	ALTA CORNER MOUNT	\$	134.56	\$ 134.56
0	HALO V3 IOT SENSOR	\$	1,665.76	\$ -
600	FT CAT 6 OUTDOOR CABLE	\$	0.68	\$ 408.00
3	PLUGS AND PATCH CORDS	\$	14.96	\$ 44.88
1	MISC HARDWARE	\$	70.00	\$ 70.00
	MATERIALS SUBTOTAL			\$ 3,910.43
7.25%	SALES TAX			\$ 283.51
	SHIPPING			\$ 65.00
3	ALTA AWARE CAMERA LICENSES ANNUAL SUBSCRIPTION	\$	179.00	\$ 537.00
0	ALTA HALO SENSOR LICENSES ANNUAL SUBSCIRPTION	\$	179.00	\$ -
	PREVAILING WAGE CABLE LABOR			\$ 1,160.00
	PREVAILING WAGE INSTALLATION & WARRANTY			\$ 2,830.00
	PROJECT MANAGEMENT			\$ 175.00
	END USER TRAINING			\$ 230.00
	PROJECT TOTAL RICHVALE			\$ 9,190.94

# **Customer responsibility:**

- Provide POE+ Network port for NEW ALTA Cameras
- Configure VLAN for ALTA Cameras
- Supply IP address, Subnet mask, Gateway address for ALTA Cameras
- Reliable Internet
- WAN and Firewall Configuration
- Point and focus cameras with Gaynor tech
- Provide User list with camera Access for viewing

# Gaynor responsibility:

- PREVAILING WAGE PROJECT DIR 1010000104
- Installation, Programming & Testing of ALTA equipment
- Configuration of 34 existing cameras, 5 New cameras & 4 Halo Sensors on ALTA Cloud server
- Web train for Admin staff on the Administration of ALTA software
- Show end users how to use Alta system as well as Mobile apps
- Cable Project (Camera Adds, Halo Adds)

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BIGGS USD ALTA CCTV PROPOSAL 6.21.24



If you have any questions, please contact Maureen Gaynor 530-223-2979 Ext 125 <a href="magaynor@gaynortelesys.com">mgaynor@gaynortelesys.com</a> or Richard Brush 530-895-8441 Ext 140 <a href="magaynortelesys.com">rbrush@gaynortelesys.com</a> or Monty <a href="magaynortelesys.com">rmontgomery@gaynortelesys.com</a>

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# AGREEMENT FOR THE PROVISION OF LEGAL SERVICES

### By

# Young, Minney & Corr, LLP

- 1. <u>IDENTIFICATION OF PARTIES.</u> This Agreement is made between the law office of YOUNG, MINNEY & CORR LLP, hereinafter referred to as "Attorney," and RICHVALE CHARTER SCHOOL hereinafter referred to as "Client." This agreement is required by Business and Professions Code Section 6148 and is intended to fulfill the requirements of that section.
- **LEGAL SERVICES TO BE PROVIDED.** Attorneys agree to provide the following professional services upon request:
  - a. Represent and advise Client on those aspects of law as directed by the Client;
  - b. Prepare legal opinions regarding statutes, court decisions, legislation, and other legal issues;
  - c. Represent the Client before the courts, and other legal and administrative agencies;
  - d. Assist Client in legal matters relating to administration of the Client;
  - e. Perform such other duties as may be assigned by Client in meeting its obligations under the law; and
  - f. Other duties as assigned by Client and acceptable to Attorneys.
- **RESPONSIBILITIES OF ATTORNEY AND CLIENT.** Attorney will perform the legal services called for under this Agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. Client will be truthful and cooperative with Attorney and keep Attorney reasonably informed of developments and of Client's address, telephone number, and whereabouts.
- **RETAINER.** Client will forward a deposit of \$5,000.00 to Attorney. Upon receipt of said monies, the deposit will be placed in a trust account, to be used to pay costs, expenses and fees incurred for legal services upon the commencement of this Legal Services Agreement up to the deposited amount. Client hereby authorizes Attorney to withdraw sums from the trust account to pay the costs and/or fees Client incurs upon commencement of this Legal Services Agreement. Any unused deposit at the conclusion of Attorney's services will be refunded to Client.

**5.** <u>ATTORNEY'S FEES.</u> Client agrees to pay Attorney fees for services provided under this Agreement as follows:

•	Partners, Of Counsel	\$375.00 per hour
•	Senior Counsel	\$350.00 per hour
•	Associates	\$325.00 per hour
•	Law Clerks	\$185.00 per hour
•	Paralegals	\$135.00 per hour

Attorney will charge in increments of 1/10th of an hour, rounded off for each particular activity to the nearest 1/10th of an hour. Attorney time will be itemized and billed on a monthly basis or sooner if a discernible project has been completed. The bills are due and owing upon receipt. Should payment not be received within 30 days from the date of the invoice, the account may be subject to an interest charge calculated at 12% per annum. Attorney rates may increase at any time and Client will be informed of any increase in writing. Any rate increase during this agreement will take effect 30 days after written notification to the Client.

The minimum charge for any particular activity will be 1/10th of an hour. Attorney will charge for all activities undertaken in providing legal services to Client under this Agreement, including, but not limited to, the following: correspondence, attendance at meetings, review, revision and preparation of legal documents; legal research; telephone conversations; settlement discussions; and all other phases of administrative and judicial representation. This Agreement does not address fees for litigation, which may be determined on a case-by-case basis to be at a higher rate.

- Attorney, for actual and necessary expenses and costs with respect to providing legal services including but not limited to costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrator's fees, court reporters' process server fees, fees fixed by law or assessed by courts or other agencies, postage, copies (@ 20¢ per page), facsimile transmissions (@ \$1.00 per page) mailing, parking, mileage, consultant fees, investigation expenses, lodging and reasonable travel expenses, consultants' fees and expert witness fees. All fees and costs will be billed to the Client as incurred by Attorney on a monthly basis. When legal representation as provided for under this Agreement includes litigation, Client will bear costs for court filing fees, deposition costs, expert fees and expenses, investigation costs and process server fees, travel, photocopying, and facsimile charges. Client will be billed on a monthly basis for these costs. The bills are due and owing upon receipt. Attorney costs may increase at any time and Client will be informed of any increase in writing. Any cost increase during this agreement will take effect 30 days after written notification to the Client.
- 7. REPRESENTATION OF ADVERSE INTERESTS. Client is informed that the Rules of Professional Conduct of the State Bar of California require the Client's informed written consent before an Attorney may begin or continue to represent the Client when the Attorney has or had a relationship with another party interested in the subject matter of the Attorney's proposed representation of the Client. Attorney is not aware of any relationship with any other party interested in the subject matter of Attorney's services for Client under this agreement.

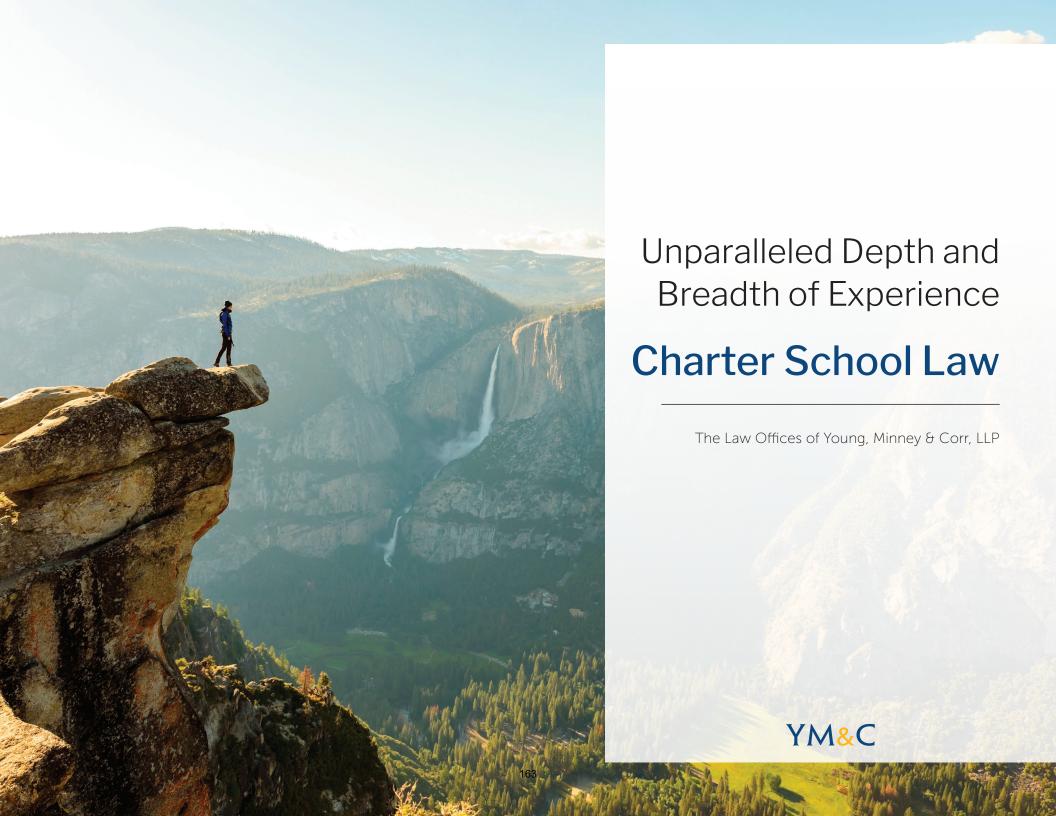
- **8. SETTLEMENT.** Attorney will not settle Client's claim without the approval of Client, who will have the absolute right to accept or reject any settlement. Attorney will notify Client promptly of the terms of any settlement offer received by Attorney.
- **ATTORNEY'S LIEN.** Attorney will have a lien for Attorney's fees and costs advanced on all claims and causes of action that are the subject of their representation of Client under this agreement and on all proceeds of any recovery obtained (whether by settlement, arbitration award, or court judgment).
- 10. <u>DISCHARGE OF ATTORNEY.</u> Client may discharge Attorney at any time by written notice effective when received by Attorney. Unless specifically agreed by Attorney and Client, Attorney will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorney is Client's Attorney of record in any proceeding, Client will execute and return a substitution-of-Attorney form immediately on its receipt from Attorney. Notwithstanding the discharge, Client will be obligated to pay Attorney's fee for all services provided and to reimburse Attorney out of the recovery for all costs advanced.
- 11. <u>WITHDRAWAL OF ATTORNEY.</u> Attorney may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of California. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) The Client consents; and (b) the Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively. Notwithstanding Attorney's withdrawal, Client will be obligated to pay Attorney's fees for all services provided.
- 12. RELEASE OF CLIENT'S PAPERS AND PROPERTY. At the termination of services under this agreement, Attorney will release promptly to Client on request all of Client's papers and property. "Client's papers and property" include correspondence, deposition transcripts, exhibits, experts reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client has paid for them or not.
- 13. <u>ELECTRONIC STORAGE.</u> In order to provide you with efficient and convenient legal services, we will communicate and transmit documents using e-mail. Because cybersecurity continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, you are consenting to such e-mail transmissions.

In addition, we use a cloud-based computing service with servers located in a facility other than our office. Some of our electronic data, including e-mails and documents, are stored in this manner. By entering into this Agreement, you understand and consent to having communications, documents and information pertinent to your matter stored through a cloud-based service.

14. <u>DISCLAIMER OF GUARANTEE</u>. Although Attorney may offer an opinion about possible results regarding the subject matter of this agreement, Attorney cannot guarantee any particular result. Client acknowledges that Attorney has made no promises about the outcome and that any opinion offered by Attorney in the future will not constitute a guarantee.

- **ENTIRE AGREEMENT.** This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.
- **SEVERABILITY.** If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.
- 17. <u>MODIFICATION</u>. This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement to the extent that the parties carry it out.
- 18. ARBITRATION OF FEE DISPUTE. If a dispute arises between Attorney and Client regarding Attorney's fees under this agreement and Attorney files suit in any court other than small claims court, Client will have the right to stay that suit by timely electing to arbitrate the dispute under Business and Professions Code sections 6200-6206, in which event Attorney must submit the matter to such arbitration.
- 19. <u>ATTORNEYS' FEES.</u> The prevailing party in any action or proceeding to enforce any provision of this agreement will be awarded reasonable attorneys' fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.
- **20. EFFECTIVE DATE.** The effective date of this agreement is **JULY 12**, **2024** or the date first signed below by Client and will automatically renew annually on the effective date.
- **21. ERRORS AND OMISSIONS POLICY.** Client is informed that Attorney has errors and omissions insurance which covers the professional services that are to be rendered pursuant to this agreement.
- **22.** <u>AUTHORIZATION</u>. By signing below Client certifies it has taken all actions necessary for approval of this Agreement by the governing body of Client.
- **INDEPENDENT CONTRACTOR**. It is expressly understood and agreed to by both parties that Attorneys, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

The foregoing is agreed to by:	RICHVALE CHARTER SCHOOL		
DATE			
	Tracey McPeters		
	Young, Minney & Corr, LLP		
DATEJuly 12, 2024	Janelle A. Ruly		
4893-4732-6114 v 1	Janelle A. Ruley, Partner		



# Here when you need us most. Relationships Matter

We care deeply about our clients and are committed to your success. As a result, we work hard to build long-term, positive, and rewarding relationships with our clients.

Young, Minney & Corr LLP's (YM&C) team of experienced attorneys is committed to providing clients with the highest quality legal services and achieving efficient, cost-effective resolutions of legal matters. Our attorneys abide by strict standards of practice to ensure consistent, superior service.

Our collective knowledge, expertise, and experience across multiple disciplines enable us to serve various client needs. As your partner, our focus is to help your school grow, survive, and thrive.



COMBINED, THIS
POWERFUL GROUP
HAS AN EXCESS OF 440
YEARS IN PRACTICE.

# **Your Charter School Team**

YM&C attornevs have extensive knowledge of all legal compliance aspects for operating small charter schools, large charter networks, conversion charter schools, and all charter school districts. We are experts in state and federal laws and regulations applicable to governing and operating California charter schools. YM&C provides preventative counseling and litigation services relating to issues that charter schools face today.

YM&C attorneys have been instrumental in crafting and shaping legislation and regulations that protect the rights of charter schools in California, not because it's our job but because we believe in and care about the charter movement. No firm can top the

incredible breadth and depth of charter school knowledge our attorneys and staff have developed.

A vital part of what we do is sharing important insights into the challenges that face charter schools today. Our team of attorneys monitors the Legislature, court decisions, and administrative agencies (e.g., CDE, Board of Education. State Controller's Office, PERB). In addition, it presents frequent Legal Alerts, Webinars, Board & Staff Training, and Resources on matters of legal importance to our clients. Topics cover New Laws & Cases, Brown Act, Vaccinations, ongoing issues surrounding COVID-19, Employee Leaves, Facility Choices, Audits, Independent Study, and more, Finally, our

online resource center is always available and updated with publications, legal templates, links of interest, and information on current initiatives that concern the charter movement.

Areas of Practice
Board Governance
Labor & Employment
Student Rights & Discipline
Special Education
Facilities
School Development
School Defense
Insurance Defense
Litigation
Independent Study

**Corporate Law** 

**Public Law** 





# Legal Services Transactional & Litigation

Charter Petition Renewals and Appeals

Charter Revocation and Notices to Cure

**Employee and Student Handbooks** 

**Employment Contracts** 

**Employee Leaves** 

Disability and Religious Accommodations

**Collective Bargaining** 

Student Suspensions and Expulsions

Student Admissions and Lottery Procedures

Special Education and 504 Proceedings

Special Education Due Process Complaints

State and Local Audits

Prop. 39 Facilities Rights

Lease Negotiations/Disputes

**Facilities Bond Transactions** 

Student Rights

DOJ, AG, FCMAT and OIG Investigations

**Funding Disputes** 

Brown Act and Public Records Act

Compliance

Conflict of Interest Laws

**Grievances and Arbitrations** 

Zoning and Entitlement

**Uniform Complaint Defense** 

Strategic Planning

Wrongful Termination

**Employment Lawsuits** 

**Negligent Hiring and Retention** 

Sexual Harassment and Abuse

Sex, Disability and Race Discrimination

Title IX Complaint

Retaliation and Harassment

Negligence

**Premises Liability** 

Indemnity/Contribution

Construction

**Declaratory Relief Actions** 

**Property Damage** 

Civil Rights

Wage And Hour Issues

(including Individual Claims, Class Actions, and PAGA Claims)

Anti-SLAPP

**Product Liability** 

Wrongful Death

**Breach of Contract** 

Intentional / Negligent Infliction of Emotional Distress

**SACRAMENTO** 



LOS ANGELES



SAN DIEGO





YOUNG • MINNEY • CORR LLP

YM&C

Main Office: 655 University Ave . Suite 150 . Sacramento CA 95825 T 916.646.1400 F 916.646.1300 ymclegal.com WALNUT CREEK

	Item 14 L
Emerson HVAC	Property Commission
916-969-0140 Biggs CA 95917 PROPOSAL NO.	Proposal & Contract
WE HANDLE ALL YOUR WARD AND WEEDS! (916)969-0140	DATE S-2-2-9 ARCHITECT_
SERVICE MAINTENANCE INSTALL	ARCHITECT DAY
ADDRESS ADDRESS HIGH SOLEM	DATE OF PLANS
ADDRESS SO ROUND II	
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We hereby propher to luming the materials and pinform the labor necessary for the completion of	
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# BIGGS UNIFIED SCHOOL DISTRICT Agriculture Teacher Extended Year Agreement

This agreement is made and entered into this day of 2024 by and between Lilly Baker, hereinafter "Teacher", and the Biggs Unified School District, hereinafter "District" as recognition of the mutual obligations of the parties while conducting an active Future Farmers of America Program.

# 1. Duties

Teacher agrees to perform various professional, technical, and teaching services, tasks, and assignments as a teacher of vocational agriculture and an advisor to the Future Farmers of America (FFA) organization. The duties shall include all those normally associated with the conduct of an active FFA program, and includes work to be performed in the summer as well as outside school time during the school year.

This extended year contract does not include work required of a regular teacher in the normal course of the school year.

# 2. Term

This agreement will be in effect from July 1, 2024 to June 30, 2025. Any renewal of this agreement will be in accordance with the applicable provisions of the collective bargaining agreement between the District and the Biggs Unified Teachers Association.

# 3. Pro-ration

A full-time extended year contract requires the agriculture teacher to work a <u>minimum</u> of the <u>equivalent</u> of forty (40) additional days beyond those required in a regular teaching assignment, however, it is acknowledged that often times much more time is required to conduct an active FFA program. By September 15, 2024, teacher will submit a schedule for approval by Superintendent accounting for the forty (40) additional days.

Teacher is required to perform <u>one hundred</u> percent, (100%) of the work required in a <u>full</u> <u>time</u> extended year contract. The District Superintendent, in consultation with Teacher, will make the determination of what constitutes one hundred percent (100%) of the normal full-time extended year contract.

### 4. Compensation

For work to be performed in 2024-2025 the District agrees to pay Teacher twenty percent (20%) of the full-time salary of Teacher for the 2024-2025 year, as determined by placement of Teacher on the 2023-2025 Biggs Unified School District Certificated Employee Salary Schedule.

# 5. <u>Method of Payment</u>

For the 2024-2025 school year, District will pay Teacher in ten (10) monthly payments.

IN WITNESS HEREIN we affix our signatures to this agreement as the full and complete understanding of the relationships between the parties hereto.

DOUG KAELIN

Superintendent

Biggs Unified/School District

LILLY BAKER

dacher

Date of Acceptance

# BIGGS UNIFIED SCHOOL DISTRICT Agriculture Teacher Extended Year Agreement

This agreement is made and entered into this day of 2024 by and between Stephen Boyes, hereinafter "Teacher", and the Biggs Unified School District, hereinafter "District" as recognition of the mutual obligations of the parties while conducting an active Future Farmers of America Program.

# 1. Duties

Teacher agrees to perform various professional, technical, and teaching services, tasks, and assignments as a teacher of vocational agriculture and an advisor to the Future Farmers of America (FFA) organization. The duties shall include all those normally associated with the conduct of an active FFA program, and includes work to be performed in the summer as well as outside school time during the school year.

This extended year contract does not include work required of a regular teacher in the normal course of the school year.

# 2. Term

This agreement will be in effect from July 1, 2024 to June 30, 2025. Any renewal of this agreement will be in accordance with the applicable provisions of the collective bargaining agreement between the District and the Biggs Unified Teachers Association.

# 3. <u>Pro-ration</u>

A full-time extended year contract requires the agriculture teacher to work a <u>minimum</u> of the <u>equivalent</u> of forty (40) additional days beyond those required in a regular teaching assignment, however, it is acknowledged that often times much more time is required to conduct an active FFA program. By September 15, 2024, teacher will submit a schedule for approval by Superintendent accounting for the forty (40) additional days.

Teacher is required to perform <u>one hundred</u> percent, (100%) of the work required in a <u>full</u> <u>time</u> extended year contract. The District Superintendent, in consultation with Teacher, will make the determination of what constitutes one hundred percent (100%) of the normal full-time extended year contract.

# 4. <u>Compensation</u>

For work to be performed in 2024-2025 the District agrees to pay Teacher twenty percent (20%) of the full-time salary of Teacher for the 2024-2025 year, as determined by placement of Teacher on the 2023-2025 Biggs Unified School District Certificated Employee Salary Schedule.

Agriculture Teacher Extended Year Agreement Page 2

# 5. <u>Method of Payment</u>

For the 2024-25 school year, District will pay Teacher in ten (10) monthly payments.

IN WITNESS HEREIN we affix our signatures to this agreement as the full and complete understanding of the relationships between the parties hereto.

**DOUG KAELIN** 

Jours

Biggs Unified School District

STEPHEN BOYES

eacher

Date of Acceptance

# 2024/25 Stipend List

# **Biggs High School**

BHS			Bd. Apprvd.
Athletic Director	Doug Kaelin	\$3000	06/12/2024
Head Var Football	Brian Harrison	\$2020	06/12/2024
Asst. Var Football	Rob Hall/Brenden Smith	\$1571(each)	06/12/2024
Head JV Football	Roscoe Deel	\$1683	06/12/2024
Asst JV Football	Garrhett Milburn	\$1459	06/12/2024
Head Var Volleyball	Michelle Schleef	\$1683	08/14/2024
Head JV Volleyball	Lisa Seipert	\$1459	08/14/2024
Cheer Advisor	Michelle Roles	\$1683	08/14/2024
Varsity Boys B'ball	Roscoe Deel	\$1908	08/14/2024
JV Boys B'ball	Kameron Smith	\$1571	08/14/2024
Varsity Girls B'ball	Tim Sheridan	\$1908	05/08/2024
JV Girls B'ball	Lisa Seipert	\$1571	08/14/2024
Varsity Wrestling	Cody Walsh	\$1908	08/14/2024
Assist. Wrestling		\$1571	
Varsity Baseball	Allen Lee	\$1796	08/14/2024
Varsity Softball	Michelle Schleef	\$1796	08/14/2024
Varsity Track		\$1796	
Assist. Track		\$1571	
Co Ed Golf	Vince Sormano	\$1000	08/14/2024
	**Non Athletic Stipends*	*	
Academic Decathlon	Connor McGee	\$561	05/08/2024
Chess Advisor		\$500	
CSF Advisor	Anne Lair	\$750	05/08/2024
ASB Advisor	Lauren Garcia	\$1908	05/08/2024
BHS State Testing Coord.		\$337	
Student Study Team Coord.		\$450	
BHS Lead Teacher	Sormano/Morch	\$2000 50/50 Split	05/08/2024

Board Approved: 05/08/2024

# BUTTE COUNTY 2024-2027 COUNTYWIDE EXPULSION PLAN

BANGOR UNION ELEMENTARY SCHOOL DISTRICT | BIGGS UNIFIED SCHOOL DISTRICT | CHICO UNIFIED SCHOOL DISTRICT

DURHAM UNIFIED SCHOOL DISTRICT | GOLDEN FEATHER UNION ELEMENTARY SCHOOL DISTRICT | GRIDLEY UNIFIED SCHOOL DISTRICT

MANZANITA ELEMENTARY SCHOOL DISTRICT | OROVILLE CITY ELEMENTARY SCHOOL DISTRICT

OROVILLE UNION HIGH SCHOOL DISTRICT | PALERMO UNION SCHOOL DISTRICT | PARADISE UNIFIED SCHOOL DISTRICT

PIONEER UNION ELEMENTARY SCHOOL DISTRICT | THERMALITO UNION SCHOOL DISTRICT



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# Introduction

As required by Education Code 48926, the Butte County Superintendent of Schools has developed a countywide expulsion plan in conjunction with the Superintendents of the 13 school districts in Butte County. The plan provides for educational services to all students who are expelled in the county for school years 2024-2025, 2025-2026, and 2026-2027. Enumerated in the Butte Countywide Expulsion Plan are existing educational alternatives for students who are expelled, identified gaps, an update on the progress toward filling these gaps and our continued priorities. Further, the Butte Countywide Expulsion Plan outlines alternative placements for students who fail to meet the terms and condition of their rehabilitation plan or who pose a danger to the other district students.

The Countywide Plan has been developed collaboratively and will contribute to the development of district and the COE Local Control Accountability Plans (LCAPs) to support the education of all students, which includes youth who are expelled.

A student whose behavior has resulted in an expulsion is provided a rehabilitation plan which ensures placement in an educational program. All educational alternatives provided by Butte County school districts are not available to all students who are expelled. The type of offense, location of offense, grade level and nature of the student's individualized needs all have the potential to affect the educational alternatives available to the student during the period of expulsion. Students expelled for any of the offenses listed in subdivision (a) or (c) of Section 48915 of the California Education Code shall not be permitted to enroll in any district-operated program during the period of expulsion unless it is a community day school (E.C. 48915.2).

All students who are expelled shall be referred to an educational placement that is 1) appropriately prepared to accommodate students who exhibit discipline problems; 2) not provided at a comprehensive middle, junior, or senior high school, or at any elementary school, and 3) not housed at the school site attended by the student at the time of the suspension (E.C. 48915). In addition to the requirements stated above, such factors as district size, district level alternatives, county level alternatives, local control accountability plans and district philosophy can influence the decisions by a district board of education regarding what educational alternatives are appropriate for the students who are expelled.

All LEAs within Butte County abide by Education Code 48645.5 that states "each public school district and county office of education shall accept for credit full or partial coursework satisfactorily completed by a pupil while attending a public school, juvenile court school, or nonpublic, nonsectarian school or agency".

# EDUCATIONAL ALTERNATIVES FOR STUDENTS WHO ARE EXPELLED

Included in the Butte County plan are the educational alternatives determined by the governing board of each school district. Each district within Butte County will determine which educational alternatives are appropriate and available pursuant to Education Code section 48916.1. Educational alternatives throughout Butte County for students recommended for expulsion include, but are not limited to, the following options:

1. Expulsion, suspended order, with placement on the same school campus (EDC 48917 (a)).

- 2. Expulsion, suspended order, with placement on a different school campus within the district (EDC 48917 (a)).
- 3. Expulsion with referral to a district community day school program, if available (EDC 48660).
- 4. Expulsion with subsequent transfer to another district.

The school district of residence maintains the responsibility for developing a rehabilitation plan for students who are expelled and referring students to an appropriate educational setting. Students who are expelled who complete their rehabilitation plan obligations are reviewed by the district for return to district of residence programs. Students who are expelled who fail to meet the terms and conditions of the district rehabilitation plan for readmission may continue to be referred to an appropriate educational setting within another district, county alternative program or district community day school program.

5. The Governing Board shall apply the criteria for suspending the enforcement of the expulsion order equally to all pupils, including individuals with exceptional needs as defined in section 56026.

# **OVERVIEW OF ALTERNATIVE PROGRAMS**

The 13 school districts, serving approximately 29,000 students within Butte County offer numerous opportunities for students who need traditional and/or alternative education programs. Several individual school districts offer a broad spectrum of services and the County Office of Education offers a court school and a community school. This combination provides a continuum of alternatives for students who are expelled.

# <u>District Educational Alternatives for Youth who are expelled (Appendix C)</u>

School districts located within Butte County may offer the following alternatives for youth who are expelled, depending on the specific offense, the education code violation, and program availability:

- 1. Suspended enforcement of the expulsion with placement on the same school campus. (EDC 48917(a))
- 2. Suspended enforcement of the expulsion with placement on a different school campus within the district, or an alternative program such as opportunity or continuation school program. (EDC 48917(a))
- 3. Suspended enforcement of the expulsion with voluntary placement on District Contracted Study (Independent Study), if parent agrees.
- 4. Expulsion with referral to a District Community Day School program if available; (EDC 48660-49667). The priority of student placement in these programs according to (EDC 48662) is as follows:
  - 1<sup>st</sup> Pupils expelled pursuant to subdivision (d) of (EDC 48915)
  - 2<sup>nd</sup> Pupils expelled for any other reason
  - 3<sup>rd</sup> All other pupils
- 5. Expulsion with referral to another district. Actual referral to such a placement is made by the district governing board or by a similar district referral process. If the recommended placement is outside of the district, the staff of the recommended placement will be involved in the decision, prior to referral.

Rehabilitation plans are the sole responsibility of the district of residence. The local district is responsible for the development of the plan, referring the student to an appropriate educational program, and ensuring that an educational program is provided either within or outside the school district. This rehabilitation plan may involve one or more of the placement options outlined. A student who is simply in need of an educational alternative may also access these programs through a district referral process.

Students who are expelled who fail to meet the terms of the district rehabilitation plan may be referred to another comprehensive, alternative, or Community Day School within the district or one of these programs in another district within the county. Districts may also meet with the family and student to revise plan, support family in meeting terms, and assign student in a different placement.

At the time of expulsion, the governing board must set a date when the student shall be reviewed for re-admission to the District. Operative July 1, 1996, upon completion of the readmission requirements, the governing board must readmit the student unless it is determined the student has not met the conditions of the rehabilitation plan or poses a continuing danger to school safety. If the governing board elects not to readmit the student, the board must state its reasons in writing and either continue the alternative placement of the student or place the student in another program of study.

# PREVIOUSLY IDENTIFIED DISTRICT AND COUNTY GAPS AND STRATEGIES FOR IMPROVEMENT

During the development of the 2021-2024 countywide expulsion plan, the following gaps in services were identified:

- 1. Support for students with significant mental health needs, specifically students who have experienced trauma
- 2. Development of work readiness skills and access to pathways, work opportunities and training

As part of our triennial update the plan will address updates on the previously identified gaps.

For identified gap #1, supporting students with significant mental health needs, the strategies were extremely successful and our work in this area is ongoing. Since our last updated plan, Butte County has experienced ongoing crises. The 2018 Camp Fire, COVID-19 and additional fires have both highlighted gaps in mental health services, and subsequently closed some of those gaps as we were forced to respond in a different way. Students facing or who have experienced expulsion have historically experienced these gaps more significantly than other students. The following are the services, trainings, and responses available to all districts in the county and all students, including those at risk of expulsion and those in the expulsion process.

Because of the crises (Camp Fire/COVID-19) services were far more trauma focused than in previous years. Districts throughout the county were supplied with "fire recovery counselors" depending on the number of fire impacted students on site. These counselors were able to assess, check in with students, meet with them on an ongoing basis, and referred out to community partners for those students with greater mental health needs. Since 2021 these services have remained in place in fire impacted areas through the use of MHSSA funds.

In 2023, Butte County Office of Education received the Bipartisan Safer Communities Stronger Connections grant to increase Tier I and Tier II mental health supports for rural and south county districts. Two certificated clinical staff oversee 10 wellness coaches placed in qualifying schools. Services will include screening, mental health promotion, case management, linkage to community-based services, small group support, Tier II evidence-based group facilitation. In addition, the team includes a prevention coordinator to increase access to substance abuse services and increased psychoeducation for secondary and primary sites.

The county was able to contract with two providers, Kelvin and Care Solace, and offered these providers as supports for districts. Kelvin is an app designed to address the gap in understanding student wellness, identify student needs, address student safety, and increase a sense of belonging. Care Solace was utilized as a connection for students, staff, and families to needed mental health services through a warm handoff process, eliminating the need for parents to search for providers/therapy.

One of the most salient aspects of ongoing crises and trauma has been the increase in suicide and suicidal ideation. The county office of education team worked with Thrive, a local funder in collaboration with multiple systems, to educate schools and the community on prevention and postvention. Through in-class presentations, work with Each Mind Matters/Directing Change, and

countywide trainings on prevention and postvention, this effort has been a cornerstone of addressing one of the most significant needs of at-promise students. This work culminated in a youth led summit addressing suicide and mental health attended by over 700 students and staff countywide.

Butte County Office of Education Mental Health and Wellness Team addressed the ongoing concern about suicide and student safety since the 20/21 school year. The team provided in class mental health and suicide prevention presentations to county schools and is working with crisis response teams forming in some districts. The team also has hosted 2 day-long convenings for school counselors and school based mental health staff addressing suicidality, prevention, and response to crises on campus. The team partnered with Stan Collins to provide training in suicide screenings and postvention response, which were well received and open to all districts.

The Student Behavioral Health Incentive Program, a part of the governor's master plan for mental health, was led by BCOE with 6 partnering districts within the larger county consortium. Four of the consortium members chose "wellness spaces" as their primary intervention, aiming to either create a wellness space on campus, or expand a previously identified wellness space. Two of the partnering LEAs chose to fund training to increase staff awareness and identification of mental health struggles in students. Currently all SBHIP participating LEAs within the county are on track to successfully implement their chosen intervention.

A robust professional development menu continues to be at the center of addressing mental health gaps in alternative education sites. Tier 1-3 trainings were disseminated throughout the 3 years with great success. Focus areas for these trainings included:

Restorative practices, trauma-informed Social-Emotional Learning, staff wellness, trauma informed practices, recognizing signs of mental health struggles in teens for both parents and staff, mindfulness strategies, creating a trauma-informed system, Universal Design for Learning, equity trainings, and Nurtured Heart and Collaborative Problem Solving. Broad Tier 1 initiatives like PBIS continued countywide.

Lastly, the Butte County Office of Education has begun countywide mental health resource mapping to continually identify and address ongoing resource needs and gaps for at-promise students and all students throughout the county.

For identified gap #2, developing work readiness skills and access to pathways, work opportunities and training, progress was also made. In the three years since our last plan, Career and Technical Education (CTE) has continued to enhance core curriculum, districts have increased the number of CTE classes, and are supported by state and local revenues, such as CTEIG and SWP, to increase work readiness and access to multiple pathways.

Collaboration between departments within the Butte County Office of Education and community agencies has the opportunities for alignment of business, education, and community organizations to maximize employment and training opportunities for youth resulting in career and economic success. Progress continues to be made on the expansion of CTE pathways and course opportunities throughout all schools serving secondary students in Butte County.

# CURRENT IDENTIFIED DISTRICT AND COUNTY GAPS AND STRATEGIES FOR IMPROVEMENT

A needs assessment was conducted in the Spring and Fall of 2023, at which time the following countywide gaps were identified:

#1-Supporting staff and school sites with the increase in aggressive and challenging student behavior

#2-An increased need for student behavioral health services and staff training in understanding student mental health

### Strategies to address gap #1:

• Increase alternative placement options to support students with significant behavioral needs.

The Butte County Office of Education and the Butte County SELPA are working together on a Request For Proposals (RFP) for a Non Public School (NPS). At this time, the county of Butte does not have an NPS alternative for students. Additionally, the Butte County Office of Education in collaboration with our 13 school districts are in the process of developing alternative options, such as community schools, and community day schools, in the southern part of the county where needs are high and alternative placements and options are less.

• Increase training and mentorship for new staff and develop ongoing training and support for staff for case-specific issues.

Staff who are new need basic training and an identified mentor for support. Veteran staff need access to refresher professional learning opportunities as well as case-specific support. LEAs and the COE will provide a variety of training for staff at the beginning of the school year and throughout the year.

• Focus on staff recruitment and retention:

Across the county, recruitment and retention difficulties have been experienced on all levels - certificated, classified, and administrative personnel. The BCOE and LEA Superintendents discuss, and will continue to discuss, strategies for recruiting and retaining staff. One action will be to create a countywide community of practice for teachers in alternative education positions.

### Strategies to support identified gap #2:

• Increase the number of wellness spaces in participating LEAs.

Districts in need of additional wellness space will utilize funding such as LCFF, SBHIP, ESSER, and CCSPP, to increase space for student counseling and support.

• LEAs will increase the number of staff receiving behavioral health skill-building training and increase the number of staff who can more effectively identify and address student mental health.

Through targeted professional development, LEAs will increase the number of staff who have received behavioral health skill-building training and knowledge and specific training for staff in high intensity classrooms.

• Build capacity in all LEAs on the Statewide Multi-Payer School Linked Fee Schedule.

The COE will be working with all LEAs who have expressed an interest in developing their systems to access the Statewide Multi-Payer School Linked Fee Schedule. Utilizing the Capacity Grants given to the COE, LEAs interested in becoming operational will develop an implementation plan and begin training of staff on the fee schedule. The intent is to utilize funds brought in from the fee schedule to support funding of existing staff and potentially new staff for student mental health services and supports.

### SUMMARY OF THE PROCESS OF REFERRAL (SEE APPENDIX A & B)

### **Law Enforcement Citation**

Upon the student's violation of an expellable offense, law enforcement will be notified and requested to cite the student for any California code violations as appropriate and refer to the Butte County Department of Probation.

### **Pre-Expulsion Hearing**

The district will conduct a Pre-Expulsion Hearing in order to gather the facts of the case.

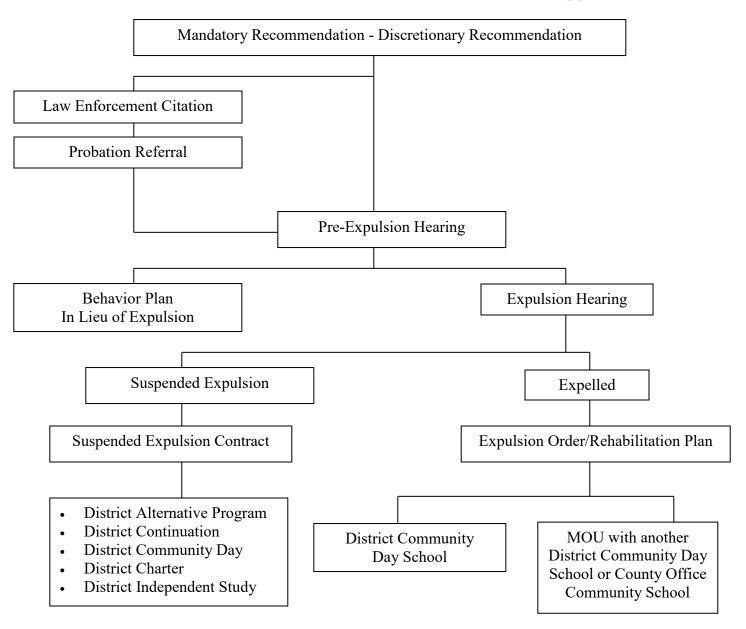
### Rehabilitation Plan – Include Staff from Receiving Program Options

The school district of residence maintains oversight of, and responsibility for, developing and monitoring a rehabilitation plan, referring the student to an appropriate educational setting, and ensuring that an educational program is provided either within or outside the school district. The school district will consider all district placement possibilities.

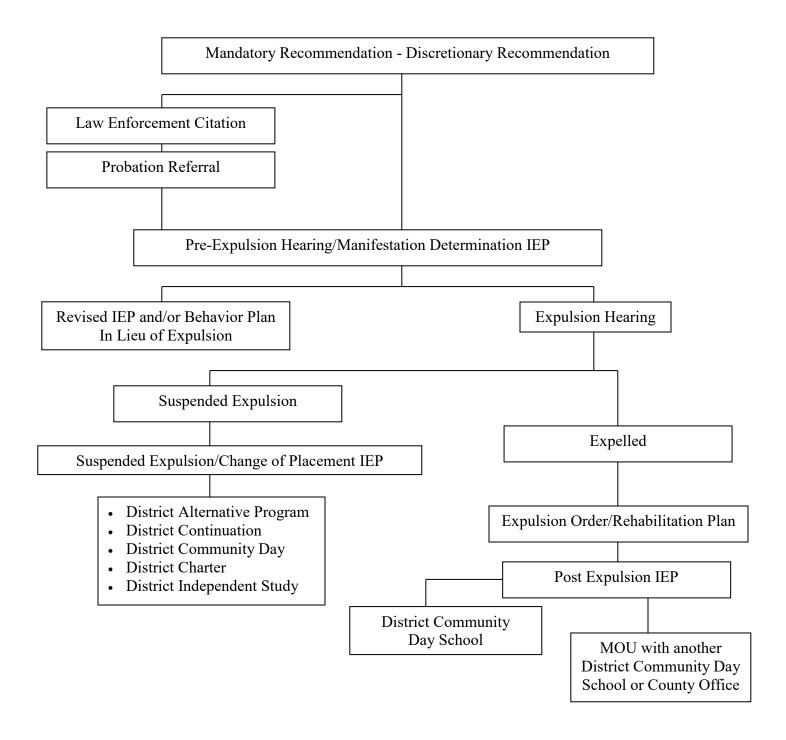
### **End of Expulsion**

Students who are expelled who complete their rehabilitation plan obligations shall have their case reviewed by the district for return to a regular district program. If the governing board elects not to readmit the student, the board must state its reasons in writing and either continue the alternative placement of the student or place the student in another program of study.

### FLOW CHART FOR EXPULSIONS – REGULAR EDUCATION Appendix A



### FLOW CHART FOR EXPULSIONS - SPECIAL EDUCATION APPENDIX B



# APPENDIX C

# DISTRICT EDUCATIONAL ALTERNATIVES FOR YOUTH WHO ARE EXPELLED

### BANGOR UNION ELEMENTARY SCHOOL DISTRICT

7549 Oroville Bangor Highway, PO Box 340, Bangor, CA 95914 (530) 679-2434

Superintendent: Scott Johnson Grades: TK-8 ADA: 84

Bangor Elementary TK-8

**Description of District Alternative Programs:** Bangor does not run alternative programs within the district, and refers students to neighboring districts (Palermo and Oroville (OCESD), county alternative education schools or charters.

### **Suspended Expulsion**

The student and parent sign a Rehabilitation Plan/Contract for the term of the expulsion. Progress is monitored as the student continues in a district program. Student may be referred to an alternative program or a charter in a neighboring district.

### **Expulsion**

The student and parent sign a Rehabilitation Plan/Contract for the term of the expulsion. The district will explore options with neighboring districts for placement of students expelled for Mandatory offenses E.C. 48915 (d), and present parent with alternative education and charter school options. The district will monitor the Rehabilitation Plan.

# Behavioral Interventions employed to minimize suspensions, minimize expulsions and support youth returning from expulsion.

Key faculty and staff have been trained in the Nurtured Heart Approach and CPI have implemented the approach school wide. Behavioral expectations are clearly defined, explicitly taught school wide and consistently enforced. Clear and consistent consequences are enforced and positive behavior is rewarded regularly.

Behavioral interventions include but are not limited to the following:

- 1) Meeting with teacher, parent or guardian and the Superintendent/Principal
- 2) The use of other means of correction, such as restitution and restorative practices
- 3) Formal SST process
- 4) Alternatives to suspensions developed on a case by case basis to meet student need.
- 5) Toolbox, an SEL program, has been taught to students' school wide. This program teaches students how to self-regulate their behaviors.

# Specific explanation of how those practices relate to any disproportionate representation of minority students in such interventions:

Students disproportionately represented with suspensions and expulsions are special education students. To mitigate this, Special Education supports include full inclusion, using a MTSS approach school wide, PBIS, instructional coaching for staff and the use of Toolbox.

### **BIGGS UNIFIED SCHOOL DISTRICT**

300 B Street, Biggs, CA 95917 (530) 868-1281

Superintendent: Doug Kaelin

Grades: K-12 ADA: 523

Biggs Elementary K-8 Richvale Elementary K-6 Biggs High 9-12

### **Description of District Alternative Programs:**

### **Suspended Expulsion**

The student and parent sign a Rehabilitation Plan/Contract for the term of the expulsion. Progress is monitored as the student continues in a district program.

### **Independent Study Program/Home Schooling**

**Grade: 5-12** 

Students complete assignments and accrue credits by work on individualized contracts. In the case of younger students, parents will be responsible for monitoring and supervising 20 hours of academic work a week. Students report to the Independent Study/Home Schooling teacher for at least 1 hour per week. However, appointments may be more frequent for those students who need closer supervision.

### **Expulsion**

The student and parent sign a Rehabilitation Plan/Contract for the term of the expulsion. The district will refer students to Gridley Unified or Thermalito Union District Community Day programs. The district will monitor the Rehabilitation Plan.

# Behavioral Interventions employed to minimize suspensions, minimize expulsions and support youth returning from expulsion

The district uses an RTI model to work with students and parents to prevent suspensions as much as possible. Included in the model is a SST requirement for any student that has been suspended more than once. The district has not expelled a student in the past seven years. If a student is returning from an expulsion, a SST meeting is held to make sure supports are in place to help the student adjust back to mainstream education.

# Specific explanation of how those practices relate to any disproportionate representation of minority students in such interventions:

The data from Biggs Unified School District does not show any disproportionate representation of minority students in such interventions. No student has been expelled from the district in seven years.

### CHICO UNIFIED SCHOOL DISTRICT

Office of Alternative Education 290 East Avenue Chico, CA 95926

Superintendent: Kelly Staley

Grades: K-12 ADA: 12,250

Chapman Elem.	K-5	Marigold Elem.	K-5	Bidwell Jr. High	6-8
Chico Country Day	K-8	McManus Elem.	K-5	Chico Jr. High	6-8
Citrus Elem.	K-5	Neal Dow Elem.	K-5	Marsh Jr. High	6-8
Emma Wilson Elem.	K-5	Nord Country	K-8	Chico High	9-12
Forest Ranch Charter	K-5	Parkview Elem.	K-5	Pleasant Valley High	9-12
Hooker Oak Elem.	K-5	Rosedale Elem.	K-5	Fair View High	9-12
Little Chico Creek	K-5	Shasta Elem.	K-5	Academy for Change	6-12
Loma Vista SPED P	K-12	Sierra View Elem.	K-5	Oakdale Ind. Study	6-12
Oak Bridge Academy	K-5			Oak Bridge Academy	6-12
Blue Oak Charter	K-8			Center for Alternative	6-12
				Learning (CAL)	

### **Description of District Alternative Programs:**

### **Suspended Expulsion**

The student and parent sign a Rehabilitation Plan for the term of the expulsion. Progress is monitored as the student either progresses through the levels at Academy for Change (CDS), participate in Oakdale Independent Study School, or, in some cases, returns to a comprehensive site.

### Academy For Change (AFC) District Community Day School

Grades 6-12

AFC serves students on expulsion, probation, and/or SARB-referral for truancy issues. The smaller class sizes and highly structured level-based program make this environment ideal for students to reconnect to their educational responsibility and future. Upon completing the program, students transition back to CUSD comprehensive schools and/or Fair View High School (continuation school).

### Fair View High School (Continuation)

**Grades** <u>9-12</u>

Fair View is an alternative program that provides an educational option to assist students who are credit deficient in earning their high school diploma. Diploma students meet the same graduation requirements as the comprehensive high schools. Fair View utilizes a flexible program with a variable credit approach and features an 8-period day running from 8:30 am to 4:09 pm plus a 4:12 pm -6:00 pm Intervention block. CTE courses include building construction, welding and screen printing, along with student leadership programs. While this program may assist students in returning to the comprehensive setting, the vast majority of students remain enrolled at Fair View through graduation.

### Oakdale School (Independent Study)

**Grades: 6-12** 

An individualized educational program in which the student takes an active role in the educational process. Students work with a teacher in class at least twice a week and are largely responsible for the completion of all assignments outside of class. Daily assistance is available to supplement the varied instructional strategies. The program provides some small group activity at all grade levels as well as intensive one-on-one instruction. Oakdale also assists some adult students (mostly second-year

seniors) with individualized GED preparation and diploma completion. Time in school is at least four hours pers week with 24-34 hours of work to be completed at home each week.

### Oak Bridge Academy (Online Independent Study)

**Grades: K-12** 

A free K-12 online independent study program providing college prep courses, flexible online learning, and options for accelerated coursework. In addition, Oak Bridge offers hybrid programs, and provides students with an opportunity to participate in clubs and sports at their Chico Unified School District neighborhood school. Students work with a teacher in class at least once a week and are largely responsible for the completion of all assignments outside of class utilizing Edgenuity online courseware.

### Center for Alternative Learning (CAL), Opportunity School

Grades 6-12

CAL is an opportunity school very similar in structure to AFC. There are two programs in CAL. The first is a 7<sup>th</sup> and 8<sup>th</sup> grade credit-recovery program designed to assist junior high students who failed to promote to the 9<sup>th</sup> grade and/or those students in danger of not promoting to the next grade level. The goal of this program is to assist students with recovering the necessary credits and skills to return to their comprehensive junior high schools. Many students choose to continue their high school education at Fair View, as they form a connection with the campus and experience more success in a smaller, more structured setting. The other program consists mainly of 9<sup>th</sup>-12<sup>th</sup> graders who, for a variety of reasons, opt for an even smaller, more structured setting than even Fair View provides. These students benefit from this program in much the same way students benefit from the AFC program. Like AFC, the goal of this program is to reconnect students with their educational responsibility and future.

# <u>Behavioral Interventions employed to minimize suspensions, minimize expulsions and support</u> youth returning from expulsion

Chico Unified has implemented a number of behavioral intervention practices at the site and district levels in order to: Preventatively identify students in crisis, minimize the number of suspensions leading to expulsions, minimize the number of expulsions and support students returning from expulsions. Intervention practices vary based on student grade level and needs.

Both classified and certificated staff participate in the following trainings to provide behavioral supports and identify policies and practices intended to ensure minority students are not disproportionately represented in suspensions and expulsions. These include Nurtured Heart Trainings, De-escalation and Tactical Communication Training, Trauma Informed Training, Mindfulness Training, Crisis Prevention Intervention, Positive Behavioral Interventions and Supports, Adverse Childhood Experiences and Trauma-Informed Care, Suicide Prevention Training, Zones of Regulation training, and Secondary Trauma and self-care training.

At the following levels, students receive the following services in order to reduce suspensions and expulsions:

At all levels - Targeted Case Managers, wellness teams, IEP teams, individual and small group
counseling, home visits, referral to County behavioral health programs, referral to School Ties
supports for McKinney-Vento students, peer mediation, Chico State Counseling Interns, after
school programs, attendance and behavioral contracts, increased parent/guardian
communication, school site meetings, referral to School Attendance Review Board, SchoolBased Intervention Teams, Equity Alliance representatives on every campus

- Elementary Wellness counselors, counseling assistants, Tool Box training for students, , Second Step Program, Kimochis, Opportunity Program and Reset (Elementary ISS)
- Secondary Academy for Change (AFC), Peer Mediators, Secondary counselors, Wellness
  Counselors, CAL's Equine Connections Therapy, Forest Therapy, Mindful-Based Substance
  Abuse Treatment program (MBSAT), CAL ISS program, Brief Intervention, Physician
  Committed Screening and Early Identification of Health Issues Program, School Based
  Intervention Team Meetings, summer- and after-school programs, mentoring programs
  focusing on diversity and socio-economically challenged students in partnership with
  California State University, Chico

The student and guardian sign a Rehabilitation Plan for the term of the expulsion. The Office of Suspension/Expulsion Review monitors the progress of completion of the Rehabilitation Plan throughout the term. Upon returning from expulsions, students participate in an intake meeting with counselors and/or site administrators. The purpose of this meeting is to make sure the transition for the student back to the school site is in place, to initiate appropriate counseling referrals, to collaborate with student to create a behavior contract, and to connect the student with appropriate support staff on campus. Childhood Experiences and Trauma-Informed Care, Suicide Prevention Training, Zones of Regulation training, and Secondary Trauma and self-care training.

### **DURHAM UNIFIED SCHOOL DISTRICT**

PO Box 300, Durham, CA 95938 (530) 895-4675

Superintendent: John Bohannon Grades: TK-12 ADA: 960

Durham Elementary K-5
Durham Intermediate 6-8
Durham High School 9-12

### **Description of District Alternative Programs:**

### **Suspended Expulsion**

The student and parent sign a Rehabilitation Plan/Contract for the term of the expulsion. Progress is monitored as the student continues in a district program.

### **Expulsion**

The student and parent sign a Rehabilitation Plan/Contract for the term of the expulsion. The district will refer to another district. The district will assign monitoring of the Rehabilitation Plan.

### **Behavioral Interventions**

- Behavior Intervention Aide at DES
  - o Implementation of Mind Up Curriculum in all classrooms
  - School-wide PBIS in partnership with our MTSS focus at DES
  - o Monthly focus on positive character traits (perseverance, honesty, etc.)
  - Monthly PBIS Leadership Team Meetings
  - Social-Emotional Learning supports provided by Social-Emotional Learning Team
- Bilingual Aide and Bilingual Parent Liaison
  - o Bilingual liaison works with families in supporting success in school
  - o Bilingual Aide supports students before, during, and after school
- Full-time counselor shared with DIS/DHS provides social reintegration support
- Full-time counselor at DHS provides support upon a student returning from an expulsion, both academically (class placement, study skills, graduation plan, etc.), and in social reintegration to the school
- Incorporation of MTSS program, including PBIS allows for proactive contact and support of students who are exhibiting problematic behaviors
- Use of outside support and counseling services
- Proactive counseling/advisory services from law enforcement when students commit offenses that do not meet the criteria for an expulsion referral, but fall within the scope of law enforcement oversight

### GOLDEN FEATHER UNION ELEMENTARY SCHOOL DISTRICT

2771 Pentz Road Oroville, CA 95965 (530) 533-3467

Superintendent: Josh Peete Grades: TK-8 ADA: 70

Concow Elementary TK-8

### **Description of District Alternative Programs:**

### **Suspended Expulsion**

The student and parent sign a Rehabilitation Plan/Contract for the term of the expulsion. Progress is monitored as the student continues in a district program.

### **Expulsion**

The student and parent sign a Rehabilitation Plan/Contract for the term of the expulsion. The district will refer students to another district or refer parents to a charter school. The district will assign monitoring of the Rehabilitation Plan in anticipation of the student's return to the district at the completion of the term of the expulsion.

### **Behavioral Interventions**

Golden Feather implements a variety of best practices to minimize suspensions and expulsions. GFUESD has implemented Positive Behavioral Intervention Program (PBIS) and social-emotional learning school-wide. The district has approximately 18 hours per week in counselor services. If the student infractions are substance abuse in nature, the district offers an online education program to be prescribed on the first offense if the student cooperates with administration. Our online education program is offered in-lieu of suspension. The district also uses a code of conduct matrix that outlines consequences for each infraction.

Golden Feather has not held an expulsion hearing since 2014.

### GRIDLEY UNIFIED SCHOOL DISTRICT

429 Magnolia Street, Gridley, CA 95948 (530) 846-4721

Superintendent: Justin Kern Grades: TK-12 ADA: 1,984

McKinley Elementary TK-1 Gridley High School 9-12
Wilson Elementary 2-5 Esperanza Continuation 11-12

Sycamore Elementary 6-8

### **Description of District Alternative Programs:**

### **Suspended Expulsion**

The student and parent sign a Rehabilitation Plan/Contract for the term of the expulsion. Progress is monitored as the student continues in a district program.

### **Esperanza Continuation High School**

This program is an alternative that provides an option to students whose needs cannot be met by a comprehensive high school program. Students are required to earn the same credits for graduation as the regular high school program. A diploma is awarded at 220 credits. Students are eligible to return to the regular high school program once deficiencies are made up. Students attend for 20 hours per week.

**Grades: 11-12** 

### **Expulsion**

The student and parent sign a Rehabilitation Plan/Contract for the term of the expulsion. The district will refer students to another district. The district will monitor the Rehabilitation Plan.

# Behavioral Interventions employed to minimize suspensions, minimize expulsions and support youth returning from expulsion

Gridley Unified School District is committed to numerous behavioral intervention practices and are implemented based on site and district need. Staff at all sites are trained and in varying stages of implementing PBIS (Positive Behavior Interventions and Supports). The goal behind this program is to take a proactive approach to behavior management as opposed to reactive. Many elementary and middle school staff have been trained in the Nurtured Heart Approach, a relationship-focused methodology. Each campus has a full-time socioemotional counselor providing individual counseling, small group skill building, restorative practices, and addressing other social-emotional needs. At the K-5 grade levels, Wellness Centers have been established to offer added counseling services and supports for students with behavioral and emotional needs throughout the day. GUSD contracts with Gridley Police Department to provide a School Resource Officer whose work supports community connections, tobacco and drug education, a Student Attendance Review Board (SARB) and more. Gridley also has a Bilingual Parent Liaison to support school to home connections. GUSD has also contracted with a Tier 2 provider of corrective lessons as an additional intervention to be employed for minor behaviors prior to moving to suspensions. All interventions are designed to address any potential disproportionate representation of student groups, by utilizing bilingual aides, ELD intervention teachers, and strong IEP/SST teams including three school psychologists, site administrators, and other support staff. Gridley has a very low expulsion rate as every effort is made to ensure that expulsion is the last resort. Support for students returning from expulsion

or notes.			

### MANZANITA ELEMENTARY SCHOOL DISTRICT

627 E. Evans-Reimer Road, Gridley, CA 95948 (530) 846-5594

Superintendent: Joe Lodigiani Grades: K-8 ADA: 325

Manzanita Elementary

### **Description of District Alternative Programs:**

### **Suspended Expulsion**

The student and parent sign a Rehabilitation Plan/Contract for the term of the expulsion. Progress is monitored as the student continues in a district program.

### **Expulsion**

The student and parent sign a Rehabilitation Plan/Contract for the term of the expulsion. The district will refer to another district or county office community school with an MOU for attendance in their community school. The district will assign monitoring of the Rehabilitation Plan.

# Behavioral Interventions employed to minimize suspensions, minimize expulsions and support youth returning from expulsion

All faculty and staff have been trained in the Nurtured Heart Approach and have implemented the approach school wide. Continuous professional development is provided to all faculty and staff and NHA parenting classes have been offered by MESD. Positive Behavior Intervention and Supports is used to clearly define the behavioral expectations are of the school, these expectations are explicitly taught school wide and consistently enforced. Clear and consistent consequences are enforced and positive behavior is rewarded regularly. A program called PBIS rewards is used to help reward positive behavior, and students earn points that can be used to purchase prizes or rewards, and they can enter raffles and other drawings for items. Manzanita utilizes a Collaborative for Academic, Social and Emotional Learning (CASEL)-Aligned Character Development & Social-Emotional Wellness Program called Navigate 360. This curriculum also contains an intervention component aligned with Restorative Practices.

Behavioral interventions include but are not limited to the following:

- 1) Meeting with teacher, parent or guardian and the Superintendent/Principal
- 2) Navigate 360 intervention modules based on student need.
- 3) Formal SST process
- 4) Referral to Behavior Specialist to create a Behavioral support Plan that is consistently used and monitored
- 5) Alternatives to suspensions developed on a case by case basis to meet student need
- 6) If a student is suspended, a meeting with the parent or guardian, student and Superintendent/Principal is mandated prior to returning to school where a student success plan is developed and implemented.
- 7) Restorative practices are used as an alternative to suspension. This may include restorative circles and/or restorative conferences with the person who caused the harm and the person harmed. If a student is returning from expulsion a restorative conference will be used to reintegrate the student back onto the campus.

# Impact of behavioral intervention practices on the disproportionate number of minority students being suspended or expelled

Manzanita is a small rural school district with less than 300 students. The last three years Manzanita's suspension rate has been no higher than 0.3%, and the school has not expelled a student in over five years. This is a direct result in the districts goal to minimize suspensions and the use of the listed behavioral interventions. The lack of suspensions and expulsions results in the district not having any disproportionate representation of minority students in our discipline data. The district uses multiple interventions prior to suspension or expulsion for all students should the need arise.

### **OROVILLE CITY ELEMENTARY SCHOOL DISTRICT**

2795 Yard Street, Oroville, CA 95966 (530) 532-3000

Superintendent: Dr. Spencer Holtom Grades: TK-8 ADA: 2.061

Central Middle 6-8
Oakdale Heights TK-5
Sierra Del Oro Special Ed. Pre-K
Wyandotte Avenue TK-5

Ishi Hills Middle 6-8 Ophir Elementary TK-5 Stanford Ave TK-5

### **Description of District Alternative Programs:**

The Oroville City Elementary School District believes that every possible disciplinary option needs to be utilized by District staff to correct undesirable student behavior prior to consideration of student expulsion, except in cases where State law dictates that students are to be recommended for expulsion due to the type and severity of the alleged offense. Therefore, in most cases, the District will exercise and document a variety of options prior to recommending expulsion. Our district is working tirelessly to support students through the use of PBIS strategies as well other restorative justice strategies. We are also emphasizing Social and Emotional supports for our students. Our middle schools have developed a progressive discipline plan which has helped students and their families to know exactly where the students are in the process which may lead them to an expulsion hearing. Our elementary schools have worked together to develop plans which are similar, but which also reflect the needs of each site.

### **Suspended Expulsion:**

A Rehabilitation Plan/Contract for the term of the suspended expulsion is developed with the input of staff and the family. Progress is monitored as the student continues in a district program. If the student violates the terms of the plan/contract, he may be referred directly to an alternative school placement

### Campus Reassignment

**Grades K-8** 

The student may be moved to another school within the District and/or another alternative program to try to give the student a chance to have a "fresh start".

### **Independent Study Program**

Grades: K-8

This program is located at Wyandotte Academy and is assigned two full-time equivalent teachers. The program is limited to families that are committed to providing a quality, daily learning experience in their homes. Ideally, one parent must be in the home daily to ensure that instruction occurs. A mandatory meeting is held at least every other week between the independent study teacher, parent and student. All materials that are normally available to students in a regular classroom are also available to independent study students. The program is currently pursuing strategies to increase the use of technology within the program.

Contact Person: Kathy Pietak, Principal (530) 532-3007.

### **Expulsion:**

A Rehabilitation Plan/Contract for the term of the expulsion is developed with the input of school staff and the family. The student is referred to either the Palermo Community Day School, another Community Day School or an appropriate educational placement in the area. The District monitors the Rehabilitation Plan in anticipation of the student's return to the district at the successful completion of the term of the expulsion.

### **Behavioral Interventions**

In order to reduce suspensions, suspensions leading to expulsion, and expulsions being ordered, Oroville City Elementary School District has committed to the following efforts.

OCESD has implemented PBIS at all school sites. Staff have engaged in extensive training surrounding the use of (PBIS) Positive Behavioral and Instructional Supports. PBIS uses various tools to address behavior problems in an attempt to mitigate them before they escalate. Some of these include, simply stated school rules with a positive tone, student recognition for positive behavior, recognition for student success, and three tiers of intervention to help all students learn socially acceptable behavior at school. Other strategies include restorative justice strategies to support students who have made decisions that require restorative practices that focus on harm circles, counseling, SEL classes and other supports for students.

The District employs two full time counselors at the middle school level and 2.5 counselors for the elementary level. In addition, the District hired two education therapists to provide services to students in Grades TK-8. When students are identified, due to behavior or other factors, they can be referred to the counselor or education therapist. The counselor or education therapist will conduct an initial contact and determine if further assistance is needed. Counselors are also visiting classrooms and sharing 2<sup>nd</sup> Step curriculum.

When a student returns from expulsion, a behavior plan is developed to help the student successfully transition back to her/his school. A different school placement is also considered to increase the likelihood of a successful return. The District's efforts to address the disproportionate representation of minority students being suspended include: PBIS implementation, additional district counselors, the hiring of education therapists, referrals to County Behavioral Health programs, and referrals to non-profit resources for families and youth. The expectation is that these additional resources can help meet the social-emotional needs of our students and result in less referrals for suspension or expulsion. We also continue to receive in-services and trainings that are addressing equity and access for all students as we look to address disproportionate representation of minority students.

### **OROVILLE UNION HIGH SCHOOL DISTRICT**

2211 Washington Avenue, Oroville, CA 95966 (530) 538-2300

Superintendent: Doug Williams

Grades: 9-12 ADA: 2,083 Enrollment: 2,218

Las Plumas High 9-12 OUHSD Community Day 9-12 Oroville High 9-12 Oroville Adult Education 18+ Adult Prospect High 9-12

### **Description of District Alternative Programs:**

### **Suspended Expulsion**

If all parties agree that the student did violate education code(s), and can agree on an educational rehabilitation plan, during the pre-expulsion meeting, the Superintendent/designee, site administrator, parent/guardian and student sign a stipulated expulsion agreement, which specifies the placement, length and terms and conditions of the expulsion order. The parent/guardian will receive written notification after the Board of Trustees approves the expulsion order. The student's progress is monitored while they are enrolled in a district program. At the end of the expulsion term, site administration will complete an expulsion progress report to determine if the student has met the terms and conditions of their expulsion. If the student has met the terms and condition, and the student is on track to graduate, the Superintendent will make a recommendation to the Board of Trustees to allow the student to return to his/her original school. If the student is not on track to graduate, they may opt to stay in an alternative education program to continue their education.

Adult Education Grades: 11-12 and Adult

Eligible students must be 18 years old per AB104 requirements. Eligible students may enroll in diploma, independent study, online or HiSET prep courses. Students who qualify for the program are also eligible to take the HiSET Equivalency Exam.

Community Day School Grades: 9-12

The district's Community Day School is a self-contained individualized instructional program that emphasizes basic skills, core courses, anger management, drug counseling, social skills development, and behavior modification. The program operates on a traditional district calendar with 360 minutes of daily instruction. The duration of enrollment is generally the balance of the semester of placement plus one additional semester. The program goal is to return students to their original school of attendance. The district's Community Day School is located on the same district owned property as Prospect High School, but it has a separate address and the students do not co-mingle.

### District Independent Study Grades: 9-12

This program requires a parent/guardian, under the guidance of the teacher, to monitor their student. Students are required to meet with their teacher on a weekly basis to turn in completed work. A student will violate their behavior contract if they miss two appointments with their teacher or do not show academic progress. If they violate their contract, the board will approve a change of placement for them to attend Community Day School. Students will have to go through the expulsion process again to find an alternate placement. Students must meet all state testing requirements.

**Grades: 10-12** 

Students attend each instructional day from 8:30 a.m. - 2:00 p.m. The instruction follows a continuation school model with variable credit in six-week modules. A diploma is awarded at 180 credits.

### **Expulsion**

If a student and/or parent does not attend the pre-expulsion meeting, an administrative expulsion panel is convened. The student and school administrator that recommended the expulsion will each give their side of the story to an administrative panel, which consists of the Superintendent/designee and two administrators from school sites that the student does not attend. The administrative panel will recommend the placement, length and terms and conditions of the expulsion to the Board of Trustees. The parent will be notified of the administrative panel's recommendation and will receive a follow-up letter once the expulsion is approved by the Board of Trustees.

# Behavioral Interventions employed to minimize suspensions, minimize expulsions and support youth returning from expulsion

The Oroville Union High School District is committed to providing all students with a rigorous educational program, which prepares them to be college or career ready and productive members of society. All OUHSD students will attend schools with climates that focus on safety, teaching, learning and interpersonal relationships that enhance student learning and well-being. Every student, grades 9 through adult, has the right to be educated in a safe, respectful, and welcoming environment. Every educator has the right to teach in an atmosphere free from disruption and obstacles that impede learning. The District's goal is to ensure that all students are provided with schools that are safe, positive and have an environment that is conducive to learning for all students.

The District is committed to non-discrimination in discipline practices and treating all students fairly and equitably without regard to race, color, ancestry, nationality, immigration status, age, ethnicity, religion, parental or pregnancy status, marital status, medical information, mental or physical disability, sex, sexual orientation, gender, gender identity, gender expression, genetic information, or any other legally protected status or association with a person or group with one or more of these actual or perceived characteristics.

The District will take effective and prompt steps to prevent, eliminate and remedy the effects of harassment on students based on any protected characteristic or category. It is critical that students learn appropriate behavior, and that it is reinforced when necessary, so they are engaged in the education program rather than the disciplinary system. Therefore, to the maximum extent possible, and permitted and consistent with the law, the District will use student discipline policies that equitably implement research-based alternatives to exclusion; and will only use exclusionary discipline as a last resort. The referral of students from the classroom environment for misbehavior should be avoided. To the fullest extent possible, staff shall use tiered interventions that keep students in school and participating in the instructional program. Other means of correction will be documented to support students and ensure consistency, equal application, and fidelity in implementation.

A student will not be suspended for tardiness or truancy. If a student's presence causes a danger to themselves or others, the District will take appropriate measures to ensure safety and protect the student and others. If the student engages in an offense for which suspension or expulsion is required by law, the suspension or expulsion shall be enforced.

Additional interventions:

- OUHSD is implementing Culturally Responsive Positive Behavior Intervention Supports (CR-PBIS).
- Students that violate drug/alcohol Education Code are required to complete "Brief Intervention" with their respective counselors. The hope is they will not re-violate and be recommended for expulsion.
- OUHSD has focused on using alternatives to suspension (structured day and lunch interventions), when appropriate.
- OUHSD is working with the Butte County Office of Education to implement Restorative Practices throughout the district.
- At-risk students with IEP's are given additional support via a meeting with administration, school psychologist, case carrier and general education teacher upon certain Education Code violations that could ultimately lead to suspension or expulsion.
- Staff and administration consistently facilitate conflict mediations between students before it escalates to a physical level that would result in suspension or expulsion.
- Other behavioral interventions that coordinate with community and counseling resources: Coordination of Services Team (COST) meetings, Student Study Team Meetings (SST), referrals to School Attendance and Academic Review Team (SAART).
- "Students that violate drug/alcohol Education Code are required to complete "Brief Intervention" with their respective counselors, Social Worker, and/or Targeted Case Managers (TCM).

# Impact of behavioral intervention practices on the disproportionate number of minority students being suspended or expelled

In collaboration with the California Department of Justice and the California Attorney General's Office, the Oroville Union High School District has changed practices that were deemed to create disproportionate practices for all students.

### PALERMO UNION SCHOOL DISTRICT

7390 Bulldog Way, Palermo, CA 95968 (530) 533-4842

Superintendent: Gary Rogers Grades: PK-8 ADA: 1,335

Helen Wilcox Elementary TK-3 Palermo School 6-8 Honcut Elementary K-3 Palermo Community Day K-8

Golden Hills Elementary 4-5

### **Description of District Alternative Programs:**

### **Suspended Expulsion**

The student and parent sign a Rehabilitation Plan/Contract for the term of the expulsion. Progress is monitored as the student continues in a district program.

### **District Community Day School**

The Palermo Community Day School is a special program to serve K-8 students who have been expelled or referred by SARB or the Butte County Probation Department. Evaluation is based on success of Rehabilitation Plan (Behavior Contract).

### **Independent Study Program**

Grades: K-8

Grades: K-8

This program is an option for students to complete grade level academic course work in an independent setting. The student meets weekly with the Independent Study teacher to receive instruction and support. It is the parent's responsibility to oversee the student's work on a day to day basis.

### **Expulsion**

The student and parent sign a Rehabilitation Plan/Contract for the term of the expulsion. The student is referred to the district's Community Day School. If the Palermo Community Day School does not meet the needs of the student, the district will work with the family to refer the student to another alternative setting within the county.

### **Behavioral Interventions**

Palermo seeks to minimize the number of suspensions and expulsions by implementing these strategies to promote, teach and reinforce positive behavior.

- 1. All school sites within the district have implemented Positive Behavior Intervention Support programs to implement and teach school wide behavioral expectations and routines.
- 2. All sites provide Reset Rooms for students.
- 3. Social-Emotional Learning curriculum has been adopted and implemented district wide. We are currently using the 7 Mindsets curriculum, Ruler and Bouncy
- 4. Implementation of SWIS (School Wide Information System) program Used to document and analyze student discipline issues (individual and school wide).
- 5. The district has trained staff on Capturing Kids Hearts in order to provide consistent responses to student behavior and develop connections and relationships with students.

- 6. All sites provide high interest extended learning opportunities for all students in order to strengthen student engagement and school connection.
- 7. Intervention Meetings with Counselor and Principal Biweekly meetings designed to look at student behaviors in SWIS program in order to plan interventions/supports for students in need.
- 8. Counseling Weekly student/counselor meetings (individual and/or small group) to discuss strategies for behavior improvement.
- 9. Check-In Check Out Daily/Weekly for students who need more positive interactions and positive reinforcement from teachers, counselor, principal, etc.
- 10. Providing opportunities to recognize and reward positive behavior.

Palermo seeks to minimize the number of expulsions being ordered by implementing these practices:

- 1. Site Behavior Intervention Team/Student Study Teams Intervention meetings (attended by teachers, counselors, administrators, etc.) for students with behavior concerns determined through intervention meetings and/or teacher requests. The SBIT/SST team meets to review the student's progress and recommends additional supports/interventions to assist the student in making progress.
- 2. Behavioral Intervention Classes Small group classes designed to addresses social, emotional, and behavior issues and strategies for students with behavior problems.
- 3. Counseling Weekly meetings (individual and/or small group) with school counselor to discuss strategies for behavior improvement.
- 4. Provide opportunities for alternatives to suspension: community service, restorative justice practices.

Palermo support students returning from expulsions by implementing the following:

- 1. Upon consultation with the student, family and teacher, an individualized transition plan may be developed to allow for a gradual transition back to the comprehensive school environment. For example, a student may begin their transition from the Palermo Community Day School by beginning with short visits to the main campus.
- 2. AEP (Alternative Educational Placement) Classroom Students returning from expulsion may be placed in the AEP class (partial or full day) in order to facilitate a more successful transition back into the mainstream classroom.
- 3. Behavior Contract To ensure both parties understand student responsibilities, school responsibilities, consequences for poor behavior, and rewards for positive behavior.
- 4. Counseling Weekly meetings (individual and/or small group) with school counselor to discuss strategies for behavior improvement.
- 5. Increased Parent Communication/Meetings Phone calls, notes, emails, meetings, etc., to increase communication between parents/guardians and school staff members.

Specific explanation of how those practices relate to any disproportionate representation of minority students in such interventions:

Our intervention strategies are available to all students, and most are implemented as a Tier 1 intervention, so there is not a disproportionate representation of minority students in such interventions, as we work to reduce suspensions/expulsion rates for all student groups.

### PARADISE UNIFIED SCHOOL DISTRICT

6696 Clark Road, Paradise, CA 95969 (530) 872-6400

Superintendent: Tom Taylor

Grades: K-12 ADA: 1,524

Children's Community Charter	K-8	Pine Ridge School	K-6
Cedarwood Elementary	K-6	Paradise Charter Middle	6-8
Pine Ridge Elementary	K-6	Paradise Junior High	7-8
Paradise Ridge Elementary	K-6	Paradise High School	9-12
Ridgeview Continuation High	10-12	Home Tech Charter	K-12

### **Description of District Alternative Programs:**

### **Suspended Expulsion**

The student and parent sign a Rehabilitation Plan/Contract for the term of the expulsion. Progress is monitored as the student continues in a district program.

Independent Study Grades: K-12

This program is an option for students to complete all assigned work in an independent setting. The emphasis is for students to complete all assigned work on a weekly basis and keep appointments with a teacher once a week at the center. Eligible students must be highly motivated and responsible to complete their work following a structured schedule. Additional assistance is available at the center on a daily basis. Students must spend a minimum of one hour per week at the center and complete 25-30 hours at home.

### Paradise eLearning Academy (PELA)

Grades: K-12

This program provides online learning and presents a unique opportunity for students seeking alternate pathways to a high school diploma. The goal of this WASC-accredited online school is to address the diverse learning needs of our students in grades K-12 and offer a variety of opportunities to students on the Paradise Ridge and in Butte County. PELA provides individualized instruction and addresses diverse student needs, varied levels of proficiency and different learning styles with a combination of online learning, independent study and direct interaction with credentialed teachers.

### **Ridgeview Continuation High School**

**Grades: 10-12** 

This program is a continuation high school that offers all core subject and elective classes to allow students to complete their requirements for high school graduation. Students may earn a high school diploma or prepare to return to the comprehensive high school.

### **Expulsion**

The student and parent sign a Rehabilitation Plan/Contract for the term of the expulsion. The district will refer to another comprehensive or alternative within the district or one of these programs, Community School, or Community Day School in another district within the county. The district will assign monitoring of the Rehabilitation Plan.

# Behavioral Interventions employed to minimize suspensions, minimize expulsions and support vouth returning from expulsion

Paradise Unified School District is moving toward a Trauma-Informed status. While PUSD does not collect data on ACEs (Adverse Childhood Experiences), Butte County as a whole has a high number of individuals who have self-reported high ACE scores according to four years of data collected by the annual California Behavioral Risk Factor Surveillance Assessment, A Hidden Crisis.

Through this lens, PUSD has implemented a number of programs, interventions, and trainings to support staff and students who are experiencing interfering behaviors that often lead to suspensions and expulsions.

### They include:

- PBIS/MTSS at each site with ongoing training from Butte County Office of Education
- Trauma-Informed inventories and practices at each site with specific training for credentialed staff
- Trauma-Informed Training for off-site classified employee groups such as Food Service, Custodial, front office staff, instructional aides, yard duty staff, and Transportation
- Mindfulness training for all staff
- Secondary Trauma and self-care training for specific staff
- RULER training
- Restorative Practices training
- Capturing Kid's Hearts training
- BCOE Recovery Counselors
- Nurtured Heart Training for classified staff

In addition, students disproportionately represented with suspensions and expulsions in PUSD tend to be homeless, foster youth, and special education students. Specific training from School Ties regarding McKinney-Vento students, Paradise Unified Child Welfare and Attendance Services, and Foster Youth with a focus on support, resource targeting, community connections, and identification will hopefully result in a decline in these trends.

Special Education supports include moving toward more inclusion, adopting a co-teaching model, and trauma-informed practices, and flexible seating in the Special Education classroom. Special Education adoption of these practices is at the implementation stage and will be supported by the MTSS initiatives.

Diversity, Inclusion, and Equity training includes an adoption of restorative practices in lieu of traditional behavioral matrix. In addition, staff have done a collective reading of "How to be an Antiracist" by Ibram X Kendi and implemented a social/racial justice committee. A mentoring program of students of color with former Paradise students of color is in development and staff is receiving ally-ship training at all school staff meetings.

### PIONEER UNION ELEMENTARY SCHOOL DISTRICT

Currently housed at Bangor Elementary School 7549 Oro Bangor Hwy., Bangor, CA 95914 (530) 589-1633

Superintendent: Scott Johnson Grades: TK-8 ADA: 33

Berry Creek Elementary K-8

### **Description of District Alternative Programs:**

### **Stipulated Expulsion**

The student and parent sign a Rehabilitation Plan/Contract for the term of the expulsion. Student is put on Independent Study with weekly check-in with teacher.

Independent Study Grades: K-8

It is the parent's responsibility to oversee the student's work. The student is expected to spend four hours a day on assignments. Students in grades K-8 and their parent meet weekly or what is deemed necessary with the Independent Study Teacher.

### **Expulsion**

The student and parent sign a Rehabilitation Plan/Contract for the term of the expulsion. The district may refer to another district CDS. The district will assign monitoring of the Rehabilitation Plan.

### **Behavioral Interventions**

Behavioral Interventions are employed to minimize suspensions, minimize expulsions and support youth returning from expulsions. Berry Creek Elementary School has implemented PBIS programs and strategies focusing on positive interventions resulting in less negative consequences. The district contracted with a Behavioral Specialist to design the program. Parents and Students have complete understanding of the school's expectations based on the Behavior Matrix which includes implementation of the Discipline Matrix. PBIS strategies include, Student of the Month, rewards for attendance, and for being respectful, responsible and ready to learn. Students who are having difficulty go onto a daily contract with "check-in, check-out" from support personnel at the site. Daily contracts set up with parents and rewards for positive behavior are given at home and at school. This intervention promotes positive behavior. We have had no expulsions. All programs are school wide and do not disproportionately represent minority students. All students participate equally in all PBIS incentives and receive behavioral interventions as needed.

### THERMALITO UNION ELEMENTARY SCHOOL DISTRICT

400 Grand Avenue, Oroville, CA 95965 (530) 538-2900

Superintendent: Gregory Blake

Grades: K-8 ADA: 1,557

Plumas Avenue	K-5	Nelson Avenue	6-8
Poplar Avenue	K-5	Heritage CDS	3-8
Sierra Avenue	K-5	Siskiyou Avenue	TK

### **Description of District Alternative Programs:**

### **Suspended Expulsion**

The student and parent sign a Rehabilitation Plan/Contract for the term of the expulsion. Progress is monitored as the student continues in the regular education program or Independent Study Program. At times, the student is referred to district/county counseling services for anger management, etc.

### **Heritage Community Day School**

Grades: 3-8

Heritage serves students who are expelled from the regular school environment. A placement plan is developed and students are monitored with close supervision and instruction. Counseling support is an important component for students placed here that supports their rehabilitation plan so that they may return to their regular school placement.

Independent Study Grades: K-8

The parent assumes full responsibility in ensuring the student's work is completed in a timely manner. The Independent Study contract will reflect the appropriate requirements, depending on grade level.

### **Expulsion**

The student and parent sign a Rehabilitation Plan/Contract for the term of the expulsion. The district has the option of referring to another comprehensive, alternative, or Community Day School within the district or one of these programs in another district within the county. The student's Rehabilitation Plan will be monitored throughout his/her expulsion.

# Behavioral Interventions employed to minimize suspensions, minimize expulsions and support youth returning from expulsion

Thermalito Union Elementary School District (TUESD) has adopted MTSS (Multi-Tiered System of Support) processes. MTSS, Universal Design for Learning (UDL), and reset strategies are used in combination with Positive Behavioral Interventions and Supports (PBIS) to provide intervention services on all campuses in TUESD. A position titled Student Advocate was created for our district. Each site has access to one student advocate, as well as a counselor, that will help to support students who have potential at risk behaviors.

In addition, students are provided with behavioral interventions including the following:

- 1. Student Advocate Team support
- 2. Parent, teacher, student and administrative conferences
- 3. Formal Student Success Team (SST) processes.
- 4. Full-time counselor support on all campuses.

- 5. Referral to off-site counseling support or counseling services provided through outside contract agencies.
- 6. Use of a reset calm room or area in lieu of suspensions at our elementary school sites.
- 7. Use of placement alternative supportive setting (PASS) in lieu of suspension on Nelson Avenue Middle School Campus.
- 8. Placement in alternative setting in our Community Day School (CDS) to support more intensive students if necessary.

# APPENDIX D

# DESCRIPTION OF COUNTY ALTERNATIVE PROGRAM

### **BUTTE COUNTY OFFICE OF EDUCATION**

Superintendent: Mary Sakuma 1859 Bird Street, Oroville, CA 95965 (530) 532-5650

Student Programs & Educational Support Deputy Superintendent: Michelle Zevely

### **Description of County Alternative Programs:**

### **Table Mountain School – Juvenile Hall School**

**Grades: 6-12** 

To provide a safe and optimal learning environment that meets the diverse needs, promotes the successful growth and ensures the maximum opportunity for each student to reach high standards of academic, career, technical education and social achievement.

The Superintendent of Butte County Office of Education (BCOE) is the legal agent for administering Table Mountain School. The educational program is designed to meet the individual needs of all wards while they are detained. All students are assessed for individual abilities and previous school transcripts are evaluated. Students are appropriately placed in classes that are aligned to the California State Content Standards. TMS is a schoolwide Title 1 program and as such, mathematics and English Language Arts interventions are provided to support all students. Site level assessments are administered and student course placement is determined accordingly. Services such as special education, counseling, anger management, drug and alcohol education and tobacco cessation are provided on site by TMS, Juvenile Hall and the Department of Probation staff. The instruction focuses on the core curriculum and is monitored to ensure the greatest student success. All students who have not earned a district or BCOE diploma attend school, and Table Mountain School neither suspends nor expels students.

### **Butte County Community School**

Grades: K-12

Butte County Community School (BCCS) is a program dedicated to providing educational opportunities to students at-promise in grades K-12. BCCS works to prepare students for college and career by providing a culturally respectful environment for students to become critical thinkers, problem solvers and contributing members of their community. BCCS is an optional program for students within Butte County who are at-promise, who have been expelled, on probation or referred through the SARB process.