

Rescue Union School District
2390 Bass Lake Road, Rescue, California 95672

BOARD OF TRUSTEES
REGULAR MEETING MINUTES

Tuesday, February 12, 2019 – 6:30 p.m. Open Session (Closed Session at 5:30 p.m.)
Rescue District Office Board Room

DISTRICT MISSION

Rescue Union School District, in partnership with families and the community, is dedicated to the success of every student by providing a challenging, comprehensive, and quality education in a safe environment in which all individuals are respected, valued, connected, and supported.

ITEM	ITEM DESCRIPTION
CALL TO ORDER:	Board vice president called the meeting to order at 5:31 p.m..
ROLL CALL:	✓Kim White, President ✓Stephanie Kent, Vice President ✓Tagg Neal, Clerk ✓Nancy Brownell, Member ✓Suzanna George, Member ✓Cheryl Olson, Superintendent and Board Secretary ✓Sean Martin, Assistant Superintendent of Business Services ✓Dave Scroggins, Assistant Superintendent of Curriculum and Instruction
PUBLIC COMMENT:	There were no comments concerning items on the Closed Session Agenda.
CLOSED SESSION: District Conference Room	The Board adjourned to closed session to discuss matters of personnel, security, negotiations, student discipline, litigation, or other matters as authorized by Government Code Sections 3549.1, 54956.9, 54956.8, 54957, and 54957.6 and Education Code Sections 35146 and 48918.
Conference with Labor Negotiator	Discussion with the District's designated negotiators, Sean Martin and Candice Harris regarding directions and issues in negotiations with Rescue Union Federation of Teachers (RUFT), California School Employees Association (CSEA), Confidential Staff, and Administrative Management.
Public Employee Performance Evaluation	Superintendent
OPEN SESSION:	Convene open session in the Board Room at 6:30 p.m..
Welcome	The Board president provided an introduction to Board meeting proceedings.
Flag Salute	A Green Valley student led the flag salute.
1. Adoption of Agenda (Consideration for Action)	Trustee Brownell moved and Trustee George seconded to adopt the agenda as presented. The motion passed 5-0.

STUDENT SUCCESS / RECOGNITION:	
Green Valley School	<p>Green Valley School principal, Michelle Winberg provided a site update and presentation highlighting student successes.</p> <p>The Difference Maker award was presented to Lynn Patton, Teacher and Karen Evanoff, Instructional Assistant Paraeducator.</p>
REPORTS AND COMMUNICATION:	
Report from Closed Session	Board president reported no action taken in closed session.
2. Superintendent's Report (Supplement)	<p>Superintendent Olson reported that our enrollment continues to creep up. We are now at 3698. That is an increase of 26 from June, 60 from the start of this school year, and more than we had this time last year.</p> <p>The ACSA El Dorado Charter Awards dinner was this past month and Patrick Cahill was our honoree! Mrs. Olson shared we were proud to present him the plaque, honoring him for his dedication and service to students, staff, and our district, always with a positive spirit and CAN DO attitude. We appreciate Pat and are grateful to have him on our team.</p> <p>Superintendent Olson and Assistant Superintendent Scroggins got to be judges for the Jackson Science Fair. There were so many incredible projects, showing that students in grades 1-5 are excited about science and can articulate clearly about the scientific method.</p> <p>Mrs. Olson also reported on the second meeting of the year with PTC presidents. She commented that our schools are so fortunate to have such giving, dedicated, hardworking and creative parents serving in this capacity. This amazing group of people shared ideas, resources and plans. The group will meet again in April to go over ideas and thoughts for next year.</p> <p>The LCAP committee has been working hard as well. They are in the midst of creating their annual survey. It will go out later this month. CSEA and RUFT have already participated in their respective surveys, and we have gleaned important information from them regarding their needs and priorities.</p> <p>The Superintendent publically thanked Amy Bohren for all she did to orchestrate the International Festival once again. She had help from Marina and Pleasant Grove teachers, students, custodians, the Student Services department and elementary schools provided booths for the event. What a beautiful way to celebrate diversity and the cultures represented in our district. Board members Tagg Neal and Suzanna George were able to attend as well as many staff members from across the district and hundreds of people from our district families!</p> <p>Superintendent Olson also thanked Levi Cambridge, Myrna Harp and Lucas Miller for bringing in Wellness Together CORE 3 for 8th grade students. This program is designed to help students become the best version of themselves. Students and teachers have the opportunity to develop on-campus community and deepen the importance of character and facilitate intentional connection.</p>
PUBLIC COMMENTS:	There were no public comments

GENERAL	
<p>3. PTO Sponsored Mural for Lakeview</p> <p>(Supplement)</p> <p>(Consideration for Action) Assistant Superintendent of Business Services</p>	<p>The Board reviewed and discussed the request by Lakeview Elementary School for a PTO sponsored mural of the California Distinguished School logo to be painted on the exterior of the library.</p> <p>Trustee George moved and Trustee Kent seconded to approve the PTO sponsored mural for Lakeview School. The motion passed 5-0.</p>
BUSINESS AND FACILITIES ITEMS	
<p>4. Retirement Incentive for Classified/Confidential Employees</p> <p>(Supplement)</p> <p>(Consideration for Action) Assistant Superintendent of Business Services</p>	<p>The Board considered approval of the 2018-2019 retirement incentive for classified/confidential employees.</p> <p>Trustee Brownell moved and Trustee Neal seconded to approve the retirement incentive for classified/confidential employees. The motion passed 5-0.</p>
PERSONNEL:	
<p>5. Public Hearing Proposals for CSEA Negotiation Openers in 2019-2020</p> <p>(Supplement)</p> <p>(Hearing) Director of Human Resources</p>	<p>To comply with Government Code 3547, the Board is holding a public hearing for comment prior to the adoption of CSEA Negotiation Openers in 2019-2020.</p> <p>OPEN PUBLIC HEARING: 7:14 p.m.</p> <p>CLOSE PUBLIC HEARING: 7:15 p.m.</p> <p>No comments</p>
<p>6. Public Hearing Proposal for RUFT Negotiation Openers in 2019-2020</p> <p>(Supplement)</p> <p>(Hearing) Director of Human Resources</p>	<p>To comply with Government Code 3547, the Board is holding a public hearing for comment prior to adoption of RUFT Negotiation Openers in 2019-2020.</p> <p>OPEN PUBLIC HEARING: 7:16 p.m.</p> <p>CLOSE PUBLIC HEARING: 7:18 p.m.</p> <p>No comments</p>
<p>7. Job Description: Occupational Therapist</p> <p>(Supplement)</p> <p>(Consideration for Action) Assistant Superintendent of Business Services</p>	<p>The Board considered approval of the job description and salary schedule for Occupational Therapist.</p> <p>Trustee Brownell moved and Trustee George seconded to approve the job description and salary schedule for Occupational Therapist. The motion passed 5-0.</p>

<p>8. Resolution #19-02 Local Teaching Assignments Credential Authorization</p> <p>(Supplement)</p> <p>(Consideration for Action) Director of Human Resources</p>	<p>The Board considered approval of Resolution #19-02 authorizing teaching assignments in accordance with the regulations adopted by the California Commission on Teacher Credentialing, California Education Code and Board Policy, in order to meet the educational needs of the District's students.</p> <p>Trustee George moved and Trustee Brownell seconded to approve Resolution #19-02, Local Teaching Assignment Credential Authorization. The motion passed 5-0.</p>
<p>CURRICULUM AND INSTRUCTION</p>	
<p>9. California Healthy Kids Survey</p> <p>(Supplement)</p> <p>(Information Only) Assistant Superintendent of Curriculum and Instruction</p>	<p>The Board received information regarding the Rescue Union School District's results for the California Healthy Kids Survey (CHKS) administered to 5th and 7th grade students.</p>
<p>10. Low Performing Student Block Grant (LPSBG) Budget Proposal 2018-2021</p> <p>(Supplement)</p> <p>(Consideration for Action) Assistant Superintendent of Curriculum and Instruction</p>	<p>The Board considered approval of the Low Performing Student Block Grant budget proposal. As a condition of receiving LPSBG funds, the district is required to develop and adopt a plan delineating how the funds will be spent. The plan must be approved in a public meeting of the governing board prior to March 1, 2019.</p> <p>Trustee Brownell moved and Trustee Neal seconded to approve the LPSBG budget proposal. The motion passed 5-0.</p>
<p>11. School Calendars for 2019-2020 and 2020-2021</p> <p>(Supplement)</p> <p>(Consideration for Action) Assistant Superintendent of Curriculum and Instruction</p>	<p>The Calendar Committee under the guidance of the Assistant Superintendent of Curriculum and Instruction, has prepared the recommended school calendars for 2019-2020 and 2020-2021 for consideration of approval.</p> <p>Trustee George moved and Trustee Kent seconded to approve the 2019-20 school calendar and tentatively approved the 2020-21 school calendar pending adoption of the El Dorado Union High School District calendar. The motion passed 5-0.</p>
<p>12. School Plans</p> <p>(Supplement)</p> <p>(First Reading and Possible Consideration for Action) Assistant Superintendent of Curriculum and Instruction</p>	<p>Each school site council develops and approved their School Plan for Student Achievement. School plans for Green Valley, Jackson, Lake Forest and Lakeview are presented to the Board for first reading and possible consideration for action.</p> <p>The Board of Trustees and the administration thanked the principals for the many, many hours of work they devoted to the school plans.</p> <p>Trustee Kent moved and Trustee George seconded to approve the school plans for Green Valley, Jackson, Lake Forest, and Lakeview Elementary Schools. The motion passed 5-0.</p>

<p>13. Public Hearing - Surplus Instructional Materials</p> <p>(Supplement)</p> <p>(Hearing/Consideration for Action)</p> <p>Assistant Superintendent of Curriculum and Instruction</p>	<p>In compliance with BP 3270, the District will:</p> <ul style="list-style-type: none"> Hold a public hearing regarding the disposal of surplus instructional materials. The public notice has been posted for the appropriate 60 day period. <p>OPEN PUBIC HEARING: 8:26 p.m.</p> <p>CLOSE PUBLIC HEARING: 8:28 p.m.</p> <ul style="list-style-type: none"> Consider action to declare items on the attached surplus list and dispose of by donation, destruction or sale <p>Trustee George moved and Trustee Brownell seconded to approve the disposal of surplus instructional materials. The motion passed 5-0.</p>
<p>CONSENT AGENDA:</p> <p>Consideration for Action)</p>	<p>All matters listed under Consent Agenda are considered to be routine or sufficiently supported by prior or accompanying reference materials and information as to not require additional discussion. A motion as referenced below will enact all items.</p> <p>Item #14 pulled for separate vote</p> <p>Item #17A pulled for discussion and separate vote</p> <p>Trustee George moved and Trustee Brownell seconded to approve the balance of the Consent Agenda. The motion passed 5-0.</p>
<p>14. Board Meeting Minutes</p> <p>(Supplement)</p>	<p>Minutes of January 22, 2019 Regular Board Meeting.</p> <p>Trustee Brownell moved and Trustee George seconded to approve the minutes of the January 22, 2019 Regular Board meeting. The motion passed 4-0 with 1 abstention.</p> <p>Ayes: Trustee George, Neal, Kent and White</p> <p>Abstention: Trustee Brownell</p>
<p>15. District Expenditure Warrants</p> <p>(Supplement)</p>	<p>Warrants must regularly be presented to the Board of Trustees for ratification. Detailed warrant order listings are available at the District Office. The supplement reflects expenditures from 1/16/19 through 1/30/19.</p>
<p>16. District Purchase Orders</p> <p>(Supplement)</p>	<p>Purchase orders must regularly be presented to the Board of Trustees for ratification. The supplement reflects expenditures from 1/15/19 through 2/4/19.</p>
<p>17. Personnel</p> <p>(Supplement)</p>	<p>Rescue Union School District's long-range goal is to recruit a diverse, high quality staff whose goals and philosophies are student focused. Periodically, changes in staffing occur due to need for additional positions, resignations, or requests for leaves of absence. All positions listed are within current budget allocations.</p> <p>Trustee George moved and Trustee Neal seconded to approve Item 17A with the addition of Christina Drever .50 LOA and the correction to Jennifer Santos to .50 FTE. The motion passed 5-0.</p>

18. Job Descriptions: Classified Employees (Supplement)	The Board will consider approval of the following updated job descriptions: Media/Technology Clerk Dispatcher/Bus Driver Bus Driver Bus Driver Instructor Independent Itinerant Facilitator Food Service Worker I Food Service Worker II Yard Supervisor
19. School Accountability Report Cards (SARC) (Supplement)	Each school has updated their individual School Accountability Report Card (SARC). District administration recommends the Board of Trustees approve the SARC's for 2017-2018 school year, published during 2018-2019.
20. Investment Portfolio Report (Supplement)	The Board will receive written Investment Portfolio Reports from the El Dorado County Treasurer-Tax Collector for the quarter ended December 31, 2018. This report is for information only.
CLOSED SESSION:	The Board may reconvene to closed session as authorized by Government Code Sections 3549.1, 54956.9, 54956.8, 54957, and 54957.6 and Education Code Sections 35146 and 48918.
OPEN SESSION	Reconvene open session.
REPORT FROM CLOSED SESSION:	The Board president will report any action taken in closed session.
ADJOURNMENT:	Trustee Neal moved to adjourn the meeting at 8:33 p.m.

Tagg Neal, Clerk

Date

Kim White, President

Date

Rescue Union School District
2390 Bass Lake Road, Rescue, California 95672

BOARD OF TRUSTEES
STUDY SESSION MINUTES

Tuesday, February 26, 2019 –5:30 P.M.

Rescue District Office Board Room

DISTRICT MISSION

Rescue Union School District, in partnership with families and the community, is dedicated to the success of every student by providing a challenging, comprehensive, and quality education in a safe environment in which all individuals are respected, valued, connected, and supported.

ITEM	ITEM DESCRIPTION
CALL TO ORDER:	Board president called the meeting to order at 5:30 p.m.
ROLL CALL:	✓Kim White, President ✓Stephanie Kent, Vice President ✓Tagg Neal, Clerk Nancy Brownell, Member ✓Suzanna George, Member ✓Cheryl Olson, Superintendent and Board Secretary ✓Sean Martin, Assistant Superintendent of Business Services ✓Dave Scroggins, Assistant Superintendent of Curriculum and Instruction
OPEN SESSION:	Convene open session in the Board Room.
Welcome	The Board president provided an introduction to Board Study Session format.
1. Adoption of Agenda (Consideration for Action)	Trustee George moved and Trustee Kent seconded to approve the agenda. The motion passed 3-0.
PUBLIC COMMENTS:	There were no public comments.
GENERAL:	
2. District Vision and Mission (Supplement) (Information and Discussion) Superintendent	The Board discussed our vision, mission and possible taglines as they relate to the core values of the District. Possible taglines will be brought back to the August Board Retreat for further discussion.
BUSINESS & FACILITIES	
3. District Facilities (Supplement) (Information and Discussion) Assistant Superintendent of Business Services	The Board reviewed and discussed information regarding district facilities, Measure K, current funding and next steps for a Master Facility Plan.
ADJOURNMENT:	The meeting adjourned at 8:51 p.m.

Tagg Neal, Clerk

Date

Kim White, President

Date

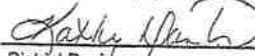
015 RESCUE UNION SCHOOL DISTRICT J81207 ACCOUNTS PAYABLE PRELIST APY500 L.00.12 02/01/19 08:38 PAGE 1
 BATCH: 0038 dev fee refund permit #304096 << Held for Audit >>

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
				FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH T9MPS				
105609/00		Quantix Real Estate Group LLC						
	PV-190632 02/01/2019	dev fee refund permit #304096	25-9013-0-8681-0000-0000-000-0000-00-000	NN				3,761.00
		TOTAL PAYMENT AMOUNT			3,761.00 *			3,761.00

TOTAL BATCH PAYMENT	3,761.00 ***	0.00	3,761.00
TOTAL DISTRICT PAYMENT	3,761.00 ****	0.00	3,761.00
TOTAL FOR ALL DISTRICTS:	3,761.00 ****	0.00	3,761.00

Number of checks to be printed: 1, not counting voids due to stub overflows.

Pursuant to El Dorado County Office of Education policy,
 the El Dorado County Superintendent of Schools is
 hereby authorized and directed to issue individual
 warrants to the payees named hereon.


 District Designee Date 2/1/19

015 RESCUE UNION SCHOOL DISTRICT J82255
0039 KJH 02_08_19

ACCOUNTS PAYABLE PRELIST
BATCH: 0039 0039 KJH 02_06_19

APY500 L.00.12 02/06/19 16:49 PAGE 10
<< Held for Audit >>

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type FD RESC Y OBJT GOAL	ABA num FUNC LC1	Account num LOC2 L3 SCH T9MPS	Liq Amt	Net Amount
100247/00	SCHOOL SPECIALTY INC							
195614	PO-190602	01/21/2019	208122298389	1 01-0806-0-6410-0000-8100-000-8000-00-000	NN F		16,044.60	16,044.60
				TOTAL PAYMENT AMOUNT		16,044.60 *		16,044.60
101385/00	SITEONE LANDSCAPE SUPPLY LLC							
195064	PO-190126	01/30/2019	88909714-001	1 01-0000-0-4300-0000-8210-084-0000-00-000	NN P		111.45	111.45
				TOTAL PAYMENT AMOUNT		111.45 *		111.45
101193/00	STAPLES ADVANTAGE							
195024	PO-190017	01/19/2019	3402494910	1 01-1100-0-4300-1110-1000-021-0000-91-000	NN P		14.18	203.85
195024	PO-190017	01/19/2019	3402494911	1 01-1100-0-4300-1110-1000-021-0000-91-000	NN M		0.00	-97.06
195024	PO-190017	01/19/2019	3402494913	1 01-1100-0-4300-1110-1000-021-0000-91-000	NN P		0.00	97.06
195133	PO-190091	01/19/2019	3402494916	1 01-1100-0-4300-1110-1000-020-0000-90-000	NN P		134.19	134.19
195258	PO-190251	01/19/2019	3402494914	2 01-9427-0-4300-1110-1000-027-9000-97-000	NN P		31.00	31.00
195258	PO-190251	01/18/2019	3402299014	2 01-9427-0-4300-1110-1000-027-9000-97-000	NN P		26.60	26.60
195305	PO-190292	01/17/2019	3402219129	1 13-5310-0-4300-0000-3700-000-0000-00-000	NN P		54.95	54.95
195305	PO-190292	01/19/2019	3402494915	1 13-5310-0-4300-0000-3700-000-0000-00-000	NN P		56.72	56.72
195305	PO-190292	12/14/2018	3399170993	1 13-5310-0-4300-0000-3700-000-0000-00-000	NN P		117.00	117.00
				TOTAL PAYMENT AMOUNT		624.31 *		624.31
105011/00	TEACHER SYNERGY LLC							
195871	PO-190851	01/30/2019	82370554	1 01-9426-0-4300-1110-1000-026-9000-96-000	NY F		38.74	36.12
				TOTAL PAYMENT AMOUNT		36.12 *		36.12
102998/00	WELLS FARGO FINANCIAL LEASING							
195169	PO-190103	01/24/2019	5005817896 FEB	1 01-0000-0-5690-1110-1000-081-0000-00-000	NN P		250.00	250.00
				TOTAL PAYMENT AMOUNT		250.00 *		250.00

Pursuant to Rescue Union School District policy, the EA
Derada County Superintendent of Schools is hereby
authorized and directed to issue individual warrants to the
payees named hereon.

District Designee

2/6/19
Date

TOTAL BATCH PAYMENT	131,916.35 ***	0.00	131,916.35
TOTAL USE TAX AMOUNT	148.95		
TOTAL DISTRICT PAYMENT	131,916.35 ****	0.00	131,916.35
TOTAL USE TAX AMOUNT	148.95		
TOTAL FOR ALL DISTRICTS:	131,916.35 ****	0.00	131,916.35
TOTAL USE TAX AMOUNT	148.95		

Number of checks to be printed: 45, not counting voids due to stub overflows.
Number of zero dollar checks: 1, will be printed.

015 RESCUE UNION SCHOOL DISTRICT J83678
0040 KJH 02_14_19

ACCOUNTS PAYABLE PRELIST
BATCH: 0040 0040 KJH 02_12_19

APY500 L.00.12 02/12/19 16:15 PAGE 10
<< Held for Audit >>

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type FD RESC Y OBJT GOAL	ABA num FUNC LC1	Account num LOC2 L3 SCH T9MPS	Liq Amt	Net Amount
103454/00	US GAMES							
195837 PO-190828	01/28/2019	904337029		1 01-1100-0-4300-1110-1000-022-0000-92-000 NN F			354.26	350.62
				TOTAL PAYMENT AMOUNT		350.62 *		350.62
102998/00	WELLS FARGO FINANCIAL LEASING							
195169 PO-190103	01/29/2019	5005836022 FEB		1 01-0000-0-5690-1110-1000-081-0000-00-000 NN P			235.96	235.96
				TOTAL PAYMENT AMOUNT		235.96 *		235.96
105362/00	WINSOR LEARNING INC							
195812 PO-190799	01/18/2019	23760		1 01-6500-0-4300-5770-1120-063-0000-00-000 NN F			2,333.28	2,347.70
				TOTAL PAYMENT AMOUNT		2,347.70 *		2,347.70
105602/00	YOUTHLIGHT INC							
195846 PO-190829	01/24/2019	1093606		1 01-9426-0-4300-1110-1000-026-9000-96-000 NN F			141.36	140.47
				TOTAL PAYMENT AMOUNT		140.47 *		140.47
				TOTAL BATCH PAYMENT		112,482.31 ***	0.00	112,482.31
				TOTAL USE TAX AMOUNT		717.29		
				TOTAL DISTRICT PAYMENT		112,482.31 ****	0.00	112,482.31
				TOTAL USE TAX AMOUNT		717.29		
				TOTAL FOR ALL DISTRICTS:		112,482.31 ****	0.00	112,482.31
				TOTAL USE TAX AMOUNT		717.29		

Number of checks to be printed: 49, not counting voids due to stub overflows.

Pursuant to Rescue Union School District policy, the El Dorado County Superintendent of Schools is hereby authorized and directed to issue individual warrants to the payees named herein.

District Designee

Date

2/12/19

015 RESCUE UNION SCHOOL DISTRICT J85170
0041 KJH 02_22_19

ACCOUNTS PAYABLE PRELIST
BATCH: 0041 0041 KJH 02_22_19

APY500 L.00.12 02/20/19 15:47 PAGE 11
<< Held for Audit >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESC Y OBJT GOAL	FUNC LC1	LOC2 L3 SCH T9MPS	Liq Amt	Net Amount	

105557/00 URBAN WATERPROOFING INC

195742 PO-190718 01/31/2019 20495 190131	1 01-0806-0-6210-0000-8500-000-8000-00-000 NN F	13,100.00	9,644.00
TOTAL PAYMENT AMOUNT	9,644.00 *		9,644.00

005634/00 YOUNGDAHL CONSULTING GROUP INC

PV-190669 01/31/2019 66652 PROG BILL/NOA LV INSPECT 01-0000-0-5806-0000-7200-081-0000-00-000 N7	228.00
TOTAL PAYMENT AMOUNT	228.00 *

TOTAL BATCH PAYMENT	90,185.01 ***	0.00	90,185.01
TOTAL USE TAX AMOUNT	38.34		

TOTAL DISTRICT PAYMENT	90,185.01 ****	0.00	90,185.01
TOTAL USE TAX AMOUNT	38.34		

TOTAL FOR ALL DISTRICTS:	90,185.01 ****	0.00	90,185.01
TOTAL USE TAX AMOUNT	38.34		

Number of checks to be printed: 61, not counting voids due to stub overflows.

Pursuant to Rescue Union School District policy, the El Dorado County Superintendent of Schools is hereby authorized and directed to issue individual warrants to the payees named herein.

Rescue Union School District

2/21/19

015 RESCUE UNION SCHOOL DISTRICT J86950
0042 KJH 03_01_19

ACCOUNTS PAYABLE PRELIST
BATCH: 0042 0042 KJH 03_01_19

APY500 L.00.12 02/28/19 08:49 PAGE 8
<< Held for Audit >>

Vendor/Addr	Remit name	Description	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date			FD RESC Y OBJT GOAL	FUNC LC1	LOC2 L3 SCH T9MPS		Liq Amt	Net Amount

100946/00 SIGNATURE WIRELESS GROUP

195043 PO-190067	02/20/2019	30003 MAR	1	01-0842-0-5610-0000-3600-083-0000-00-000	NN P			436.80	436.80
TOTAL PAYMENT AMOUNT								436.80 *	436.80

101193/00 STAPLES ADVANTAGE

195137 PO-190030	02/13/2019	3405040264	1	01-0000-0-4300-0000-7200-080-0000-00-000	NN P			131.10	131.10
195137 PO-190030	02/12/2019	3404969142	1	01-0000-0-4300-0000-7200-080-0000-00-000	NN P			324.95	324.95
195133 PO-190091	02/06/2019	3404493621	1	01-1100-0-4300-1110-1000-020-0000-90-000	NN P			39.80	39.80
195210 PO-190199	02/06/2019	3404493619	1	01-1100-0-4300-1110-1000-026-0000-96-000	NN P			69.05	69.05
195210 PO-190199	02/13/2019	3405040263	1	01-1100-0-4300-1110-1000-026-0000-96-000	NN P			36.60	36.60
195219 PO-190204	02/08/2019	3404649613	1	01-1100-0-4300-1110-1000-022-0000-92-000	NN P			104.89	104.89
195219 PO-190204	02/09/2019	3404849654	1	01-1100-0-4300-1110-1000-022-0000-92-000	NN P			185.70	185.70
195258 PO-190251	02/10/2019	3404947188	2	01-9427-0-4300-1110-1000-027-9000-97-000	NN P			660.64	660.64
195316 PO-190308	02/07/2019	3404570828	1	01-1100-0-4300-1110-1000-028-0000-98-000	NN P			0.00	14.62
195316 PO-190308	02/08/2019	3404649616	1	01-1100-0-4300-1110-1000-028-0000-98-000	NN P			0.00	53.73
195325 PO-190313	02/14/2019	3405117021	1	01-1100-0-4300-1110-1000-024-0000-94-000	NN P			91.00	91.00
TOTAL PAYMENT AMOUNT								1,712.08 *	1,712.08

105011/00 TEACHER SYNERGY LLC

195343 PO-190353	02/14/2019	83741162	1	01-1100-0-4300-1110-1000-027-0000-97-000	NY P			11.20	11.20
TOTAL PAYMENT AMOUNT								11.20 *	11.20

104986/00 TPX COMMUNICATIONS

195173 PO-190107	02/09/2019	113316619-0 FEB	1	01-0000-0-5901-0000-7600-081-0000-00-000	NN P			1,609.71	1,609.71
195173 PO-190107	02/09/2019	113316619-0 FEB ADJ	1	01-0000-0-5901-0000-7600-081-0000-00-000	NN M			0.00	-535.99
TOTAL PAYMENT AMOUNT								1,073.72 *	1,073.72

100780/00 TRUE VALUE HARDWARE

195788 PO-190774	02/19/2019	887813	1	01-0000-0-4400-0000-8210-084-0000-00-000	NN F			4,728.12	4,728.12
TOTAL PAYMENT AMOUNT								4,728.12 *	4,728.12

Pursuant to Rescue Union School District policy, the Board of Directors is authorized and directed to issue individual warrants to the payees named herein.

2/28/19
District Manager

Date

TOTAL BATCH PAYMENT	360,031.06 ***	0.00	360,031.06
TOTAL USE TAX AMOUNT	34.21		
TOTAL DISTRICT PAYMENT	360,031.06 ****	0.00	360,031.06
TOTAL USE TAX AMOUNT	34.21		
TOTAL FOR ALL DISTRICTS:	360,031.06 ****	0.00	360,031.06
TOTAL USE TAX AMOUNT	34.21		

Number of checks to be printed: 44, not counting voids due to stub overflows.
Number of zero dollar checks: 3, will be printed.

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
190908	A-Z BUS SALES INC		422,326.51	Transportation
190924	AMAZON CAPITAL SERVICES INC	Open PO for ordering	200.00	Lake Forest School
190870	BANK OF AMERICA	Paper Order Sam's Club	1,457.74	Lake Forest School
190876	BANK OF AMERICA	Charter Bus for Disneyland	1,126.13	Marina Village School
190904	BANK OF AMERICA	Sams Club Paper Order	643.07	Jackson School
190909	BANK OF AMERICA	Disney Tickets for Jazz Band	9,234.23	Marina Village School
190911	BANK OF AMERICA	Disney Hotel Rooms	5,987.83	Marina Village School
190897	CALIFORNIA DESIGN WEST	RESCUE ELEM REROOFING PROJECT	8,100.00	DISTRICTWIDE SERVICES
190925	CALIFORNIA SINGLE PLY INC	ROOFING RESCUE ELEM UNIT D4	11,400.00	DISTRICTWIDE SERVICES
190926	CALIFORNIA SINGLE PLY INC	ROOFING RESCUE ELEM UNIT D7	11,400.00	DISTRICTWIDE SERVICES
190927	CALIFORNIA SINGLE PLY INC	ROOFING RESCUE ELEM UNIT D8	11,400.00	DISTRICTWIDE SERVICES
190928	CALIFORNIA SINGLE PLY INC	ROOFING RESCUE ELEM UNIT D9	11,900.00	DISTRICTWIDE SERVICES
190875	CDW-G	Projector & Chromeboxes	1,120.55	DISTRICTWIDE SERVICES
190880	CDW-G	Printer for A4,5,6 WCRM	792.58	Lakeview
190888	CDW-G	5YR MAINT SUBSCRIPTION PHONES	18,600.00	DISTRICTWIDE SERVICES
190902	CDW-G	Crucial 4GB DIMM pin	536.25	DISTRICTWIDE SERVICES
190910	CDW-G	Office Printer	792.58	Lakeview
190935	CDW-G	Projector	588.80	DISTRICTWIDE SERVICES
190874	COLOMA OUTDOOR DISCOVERY	Payment #2 4th Grade	7,443.75	Lake Forest School
190916	CSU SAN BERNARDINO	California Art Workshop	360.00	Jackson School
190919	CSU SAN BERNARDINO	Registration	180.00	DISTRICTWIDE SERVICES
190891	CUSTOMINK	Oral Interp Shirts	172.33	Lakeview
190901	CUSTOMINK	Oral Interp Shirts	146.62	Lakeview
190883	DEMCO INC	Reading Counts	199.63	Green Valley School
190892	DEMCO INC	I Love Reading week bookmarks	190.23	DISTRICTWIDE SERVICES
190898	DEMCO INC	Library Supplies: MV,R,J,LV	278.84	DISTRICTWIDE SERVICES
190890	DISCOVERY MUSEUM	Lawless Field Trip	580.00	Lake Forest School
190886	DOOR & WINDOW STOP, THE		1,830.00	Maintenance
190881	EL DORADO MUSICAL INST REPAIR	Instrument repair	172.00	Pleasant Grove Middle School
190879	FITNESS FINDERS INC	Reading Counts Awards	20.49	Green Valley School
190868	FOLLETT SCHOOLS SOLUTIONS INC	J-Lost/Damaged Bk Replacements	356.70	DISTRICTWIDE SERVICES
190912	FOLLETT SCHOOLS SOLUTIONS INC	book order - Library	1,255.10	Rescue School
190877	FOLSOM CITY ZOO SANCTUARY	field trip	751.00	Rescue School
190871	IMPRINTORY	Basketball Jerseys	804.38	Lake Forest School
190917	JONES SCHOOL SUPPLY CO INC	certificates and awards	73.03	Lake Forest School
190920	JONES SCHOOL SUPPLY CO INC	Certificates	39.25	Green Valley School
190921	JUNIOR LIBRARY GUILD	Library Books	168.11	Lakeview
190923	LEARNING A-Z	Raz Kids Renewal/Valencia	116.90	Lakeview
190930	MACGILL & CO.	HEALTH OFFICE SUPPLIES	268.07	DISTRICTWIDE SERVICES
190900	MITCHELMORE, JOCELYN	GLAD Instruction LF School	1,850.00	Lake Forest School
190905	NORCAL MECHANICAL		12,172.11	Maintenance
190887	PAC WEST TRAILER COMPANY INC		8,690.10	Operations
190918	PARENT MUSIC COALITION	Honor Band Reg	240.00	Pleasant Grove Middle School
190869	PIONEER UNION SCHOOL DISTRICT	Oral Interpretation Reg	72.00	Pleasant Grove Middle School
190915	PIONEER UNION SCHOOL DISTRICT	Oral Interpretation Fee	88.00	Jackson School
190906	PLACER LEARNING CENTER	NPS FOR S.K.	24,213.50	DISTRICTWIDE SERVICES
190873	POLLOCK PINES ESD	El Dorado Spelling Bee	150.00	Marina Village School
190914	POLLOCK PINES ESD	Spelling Bee	225.00	Green Valley School
190882	PONDEROSA HIGH SCHOOL	Gold Country Jazz Festival	390.00	Marina Village School
190884	POSITIVE PROMOTIONS	Reading Counts	194.70	Green Valley School
190878	QUILL CORPORATION	Open Supply	800.00	Green Valley School

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
190907	RISO PRODUCTS OF SACRAMENTO	Toner/Masters	287.00	Jackson School
190922	SCHOLASTIC NEWS	scholastic news	3,251.36	Rescue School
190872	SCHOOL SPECIALTY INC	Supplies	55.75	Lake Forest School
190889	SCHOOL SPECIALTY INC	Equipment Storage PE	304.99	Lake Forest School
190899	SCHOOL SPECIALTY INC	Supplies	775.93	Lake Forest School
190933	SIERRA PACIFIC TREE CARE INC		2,000.00	Maintenance
190932	TEACHER SYNERGY LLC	Classroom materials	34.17	Pleasant Grove Middle School
190931	THREE SWANS LLC	MARKETING FOR HIRING EVENT	1,302.29	DISTRICTWIDE SERVICES
190934	THREE SWANS LLC	Posters for PBIS	332.68	Lakeview
190929	URBAN WATERPROOFING INC	GV LIBRARY WINDOW LEAK REPAIR	4,875.00	DISTRICTWIDE SERVICES
		TOTAL FUND	595,317.28	

35 SCHOOL FACILITIES FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
190913	CRUSADER FENCE CO INC		2,265.12	Maintenance
190885	GREAT VALLEY DESIGN INC	MV PLANTING & IRRIGATION	1,100.00	DISTRICTWIDE SERVICES
190903	SIERRA BUILDING SYSTEMS	MARINA VILLAGE ALARM EXPANSION	36,330.00	DISTRICTWIDE SERVICES
		TOTAL FUND	39,695.12	
		TOTAL DISTRICT	635,012.40	

FUND		AMOUNT
01	GENERAL FUND	595,317.28
35	SCHOOL FACILITIES FUND	39,695.12
	TOTAL DISTRICT	635,012.40

ITEM #: 14A
DATE: March 12, 2019

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Administrative Personnel

BACKGROUND:

Periodically changes in administrative staffing occur due to hiring, promotions, resignations or requests for leaves of absence. The Board must formally approve these requests.

STATUS:

The following administrative personnel changes are listed on the agenda.

Name	Personnel Action	FTE	Position	School or Dept.	Effective Date
Hope Migliaccio	Resignation	1.0	Principal	Pleasant Grove	4/30/19

FISCAL IMPACT:

Fiscal impact will be reflected in the 2019-2020 budget.

BOARD GOAL:

Board Focus Goal IV – STAFF NEEDS:

Attract and retain diverse, knowledgeable, dedicated employees who are skilled and supported in their commitment to providing quality education for our students.

RECOMMENDATION:

The Superintendent recommends the Board approve the above personnel actions.

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Certificated Personnel

BACKGROUND:

Periodically changes in certificated staffing occur due to hiring, resignations or request for leaves of absence. The Board must formally approve these requests.

STATUS:

The following certificated personnel changes are listed on the agenda.

Name	Personnel Action	Position FTE	Position	School or Dept.	Effective Date
MC Abajian	Resignation	1.0	Teacher	Green Valley	6/30/19
Rebecca Klutz	Resignation	1.0	Teacher	Lake Forest	6/30/19
April Saunders	Resignation	1.0	Teacher	Marina Village	6/30/19

FISCAL IMPACT:

Fiscal impact will be reflected in the 2018-19 and 2019-20 budget.

BOARD GOAL:

Board Focus Goal IV – STAFF NEEDS:

Attract and retain diverse, knowledgeable, dedicated employees who are skilled and supported in their commitment to providing quality education for our students.

RECOMMENDATION:

The Superintendent recommends the Board approve the above personnel actions.

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: **Classified Personnel**

BACKGROUND:

Periodically changes in classified staffing occur due to hiring, resignations or requests for leaves of absence. The Board must formally approve these requests.

STATUS:

The following classified personnel changes are listed on the agenda:

Name	Personnel Action	Position FTE	Position	School/Dept.	Effective Date
Danner, Heidi	Employment	.46	Yard Supervisor	Lake Forest	3/5/19
Hostetler, Elizabeth	Employment	.02	IA Paraeducator (Short Term)	Green Valley	3/5/19
Padilla, Adrian	Employment	.75	Health Office Nurse	Rescue	2/14/19
Thomas, Denise	Employment	.14	IA Paraeducator (Short Term)	Jackson	2/12/19
Goodness, Sarah	Employment	.19	IA Paraeducator (Short Term)	Rescue	2/25/19
Lunsmann, Rose	Resignation	.19	IA Paraeducator	Rescue	2/21/19
Reed, Jennifer	Resignation	1.0	Support Services Secretary	Student Support Services	3/1/19
Sweet, Cassandra	Resignation	.46	Yard Supervisor	Lake Forest	2/20/19
Employee #3535	Dismissal	.88			2/25/19

FISCAL IMPACT:

Fiscal impact will be reflected in the 2018-19 budget years.

BOARD GOAL:

Board Focus Goal IV – STAFF NEEDS:

Attract and retain diverse, knowledgeable, dedicated employees who are skilled and supported in their commitment to providing quality education for our students.

RECOMMENDATION:

The Superintendent recommends the Board approve the above personnel actions.

RESCUE UNION SCHOOL DISTRICT

Item # 15

Date: March 12, 2019

AGENDA ITEM: 2018-2019 Safe School Plans

BACKGROUND:

In 1997, the Legislature passed Senate Bill 187, Hughs as a way of underscoring the importance of school safety to the overall educational goals of the state. The law mandates safe school planning at every school site grades 1 through 12. It is the intent of the Legislature that schools in cooperation with local law enforcement agencies, community leaders, parents, pupils, teachers, administrators, and other persons who may be interested in the prevention of campus crime and violence, develop a comprehensive school safety plan that targets the safety concerns identified through a systematic planning process.

STATUS:

The Safe School Plans are provided for first reading and possible consideration for action. Supplemental Board Policies relating to the following areas are also included.

- ✓ Child Abuse Reporting
- ✓ Suspensions and Expulsion
- ✓ Notifying Teachers of Dangerous Pupils
- ✓ Firearms on School Grounds
- ✓ Sexual Harassment
- ✓ Dress Code
- ✓ Hate Crime Policy
- ✓ Rule/Proceedings on School Discipline

FISCAL IMPACT:

Safe School Planning is a requirement for many Federal and State Grants Program.

BOARD GOAL:

Board Focus Goal I - STUDENT NEEDS

- A. Student Safety and Well Being: Enhance and encourage social, emotional, ethical and civic learning by providing a safe, supportive and diverse environment.

RECOMMENDATION:

The Board of Trustees receive the Safe School Plans for 2018-2019 school year for consideration for action.



**RESCUE UNION SCHOOL DISTRICT
GREEN VALLEY ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

Planning Committee Members

Michelle Winberg, Principal

Karen Genovese, Teacher

Claudia Ray, Teacher

Rebecca Wood, Parent





RESCUE UNION SCHOOL DISTRICT
GREEN VALLEY ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN

Plan Approvals

Principal: Michelle Winberg

Signature: Michelle Winberg Date: 2/27/19

Superintendent: Cheryl Olson

Signature: Cheryl Olson Date: 2/27/19





**RESCUE UNION SCHOOL DISTRICT
GREEN VALLEY ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

Green Valley Elementary School's Mission Statement

At Green Valley Elementary School, we are dedicated to providing our students an excellent education within a caring and nurturing environment.

Green Valley Elementary School's Vision Statement

We hold high expectations for our students and provide them with the support they need to meet those expectations. High standards and a commitment to respecting the dignity of others are evident in our classrooms, on our playground, and throughout our wider community.

Rescue Union School District Vision Statement

Rescue Union School District is known and respected for quality education programs and prepares students for the ever- changing challenges of society. Rescue students succeed with the active support of families, staff, and community members. Students are literate, self-reliant, respectful citizens who are prepared for the future.





**RESCUE UNION SCHOOL DISTRICT
GREEN VALLEY ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

School Climate

Our goal is to provide a school environment that supports the social and emotional development of our students through positive recognition and instructional programs. Positive character traits (such as respect, responsibility, and kindness) are modeled by adults and exhibited by students. There is a need for continued focus on problem solving/resolution skills and to provide more structured activities/games during recess.

Existing opportunities are:

- School-wide implementation of PBIS aka- The Gator Way
- Gator Way Tickets
- Dedicated, well-trained and nurturing staff
- Gator Manners
- Guided Language Acquisition Development (GLAD) personal standards
- Daily Gator Gatherings on blacktop – announcements, Pledge of Allegiance, Gator Chant
- Active Student Council and IMPACT team
- A motivated Parent Teacher Organization
- Modeling and teaching of GV Monthly Character Traits
- Bullying prevention program
- Second Step Curriculum used for bi-monthly guidance lessons
- Group and individual counseling sessions
- Working relationship with the El Dorado County Hub
- Digital Citizenship Lessons
- School Spirit Activities





RESCUE UNION SCHOOL DISTRICT
GREEN VALLEY ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN

School Climate Objectives

School Climate Objective #1: During the 2018-2019 school year staff will focus on Social Emotional Learning and Trauma Informed Practices which will help students develop and display positive character traits.

1. Related activities:

- a. Staff Development on Trauma Informed Practices and Social Emotional Learning
- b. Small group and individual guidance counseling
- c. Implementation of Comfort Zones in all classrooms which provides a place for students to reset/regulate
- d. Teachers will complete social emotional checklists to help determine guidance needs
- e. Begin learning and implementing Tier 2 PBIS strategies such as Check in Check Out (CICO)
- f. Monthly character assemblies
- g. Use of Gator Way Tickets

2. Resources needed:

- a. Funds for staff development
- b. Cost for Comfort Zones items/materials
- c. Time for professional development and collaboration

3. Person(s) responsible for implementation:

- a. Green Valley staff including principal, teachers and classified staff.

4. Timeline: 2018-2019 school year





**RESCUE UNION SCHOOL DISTRICT
GREEN VALLEY ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

School Climate Objective #2: During the 2018-2019 school year, staff will collaborate regarding assessments, teaching units and other student data as well as participate in activities regarding student achievement and social development.

1. Related activities:

- a. Professional Development/Collaboration days will be offered to provide time for teachers to review student data
- b. All teachers will receive one release day to plan NGSS lessons as a grade level
- c. Teachers will meet and collaborate as a grade level across the District and together as a site
- d. Focus on developing enrichment for students that need to be challenged.
- e. New teachers will receive GLAD training.
- f. All teachers will receive a release day to collectively plan GLAD units for implementation.
- g. Teachers will analyze their SBAC data and apply the analysis to the planning of their instruction and pacing. We will also analyze the SBAC data as a school to look at grade level trends and how “non tested” grades can help with improving student achievement
- h. Teachers will complete social emotional surveys as one way of identifying students who may be at risk
- i. Meetings to review formative and summative assessment data.

2. Resources Needed:

- a. Funds for professional development and release time for teachers
- b. Time to meet to discuss data

3. Persons Responsible:

- a. Administrator, Teachers and Counselor

4. Timeline: 2018-2019 school year





**RESCUE UNION SCHOOL DISTRICT
GREEN VALLEY ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

School Climate Objective #3: Positive Behavior Intervention and Supports- Behavior Standards will be clearly defined and taught to create a positive environment for staff and students

1. Related Activities:

- a. Use of PBIS videos to teach expectations of each school location (classroom, blacktop, restrooms, etc)
- b. Reteaching expectations as needed
- c. Reviewing Behavior Awareness Ticket data to determine areas of need and to refine practices as needed
- d. Students will be recognized by staff members for showing “The Gator Way” of being respectful, responsible and safe
- e. Students will be able to redeem their Gator Way tickets to purchase items from their class ticket list (ie; lunch with teacher, game with the principal, read to another class, etc.)
- e. Guidance lessons will be provided to classes every other week
- f. Grade level assemblies will be held each trimester to review behavior expectations
- g. Student recognition assemblies will be held each month
- h. Clear and positive academic and behavior expectations will be communicated to students and parents via assemblies, classroom visits, school handbook, website, and newsletters
- i. Additional training on continued implementation of PBIS- Tier 2

2. Resources Needed:

- a. Time for assemblies
- b. Funds for additional training
- c. Funds for PBIS incentives

3. Persons Responsible for Implementation

- a. All staff (Principal, Teachers, Yard Supervisors, Para Educators)

4. Timeline- 2018-2019 school year





RESCUE UNION SCHOOL DISTRICT
GREEN VALLEY ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN

Physical Environment

Our goal is to foster a safe, positive learning environment for our students and staff. We continually strive to enhance the safety of the students, staff and visitors by providing clear communication, improved supervision of students and safe facilities and infrastructure.

Existing areas of pride include:

School policies provided in the Parent-Student Handbook
Reminders of school policies are presented in our week at a glance emails
Office staff trained to assist visitors with volunteer procedures
Visual stickers and badges make it easy for staff to identify volunteers on campus
Annual training in safety procedures is provided to staff
Emergency clipboards and backpacks for classrooms
Yard Supervisors meetings and trainings regarding facilities use and status
Provide Chromebooks for students in grades 1 – 5.
Student involvement in improvement of physical environment
Benches around the outdoor stage grass area
reinstated the classroom recycling program
ADA compliant ramp leading from Foxmore Drive on to the school campus





RESCUE UNION SCHOOL DISTRICT
GREEN VALLEY ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN

Physical Environment Objectives

Physical Environment Objective #1: All visitors will follow the visitor log-in procedures. Staff will wear school badges. Our school will engage in monthly emergency drills. We will provide supervision for before school drop off and after school pick up as well as supervision for those students having breakfast at school.

1. Related activities:

- a. Signs will be posted to remind visitors to check in at the office.
- b. All staff (classified and certificated) will wear badges
- c. Guest teachers will wear EDCOE identification badges
- d. School will conduct monthly emergency procedure drills
- e. Staff will be assigned to monitor student drop off and pick up
- f. Staff will be assigned to supervise students on the black top and field beginning at 8:30 am
- g. A yard supervisor will be assigned to monitor students who ride the bus
- h. A yard supervisor will be assigned to safely cross students at the front of the school

2. Resources Needed:

- a. Signs
- b. Visitor badges

3. Persons Responsible for Implementation:

- a. Administration and staff

4. Timeline for Implementation: 2018-2019 school year





**RESCUE UNION SCHOOL DISTRICT
GREEN VALLEY ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

Physical Environment Objective #2: All students will be taught and have an understanding of playground rules and will appropriately and safely use equipment.

1. Related Activities:

- a. Administrator, teachers and yard supervisors will review rules for safe equipment use and playground expectations.
- b. PBIS Videos will be shown to students during the first week of school and then revisited as needed.
- c. Training will be held for yard supervisors
- d. Monthly meetings will be held with yard supervisors to discuss concerns and make any needed adjustments for student safety and concerns
- e. Inclement weather schedule will be created for days when weather is a factor

2. Resources Needed:

- a. Playground equipment
- b. Funds for monthly meetings

3. Persons responsible for Implementation

- a. Administration, Teachers, Yard Supervisors

4. Timeline for Implementation: 2018-2019 school year





**RESCUE UNION SCHOOL DISTRICT
GREEN VALLEY ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

Physical Environment Objective #3: Continue to focus on strategies to make students and classrooms safe and secure. Continue to practice emergency/crisis procedures using our Catapult communication system and procedures. Practice outdoor emergency procedures.

1. Related activities:

- a. All classrooms and buildings will remain safe and secure. Principal will work with staff to practice outdoor emergency/crisis procedures.

2. Resources needed: iPads or Chromebook

3. Person(s) responsible for implementation: Principal, office staff, technology team, and teachers

4. Timeline for implementation: 2018-2019

Evaluation criteria and timeline: Goals will be evaluated informally throughout the school year and formally at the end of the school year. Evaluation criteria will include staff and parent survey data, as well as anecdotal observations from staff members and parents.





**RESCUE UNION SCHOOL DISTRICT
GREEN VALLEY ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

APPENDICES





**RESCUE UNION SCHOOL DISTRICT
JACKSON ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

Planning Committee Members

Michele Miller, Principal

Marion West, Teacher

Kathy Steffano, Teacher

Aimee Hepler, Parent

Kate Graves-Mercado, Parent

CC Bensley, Parent

David Hoff, Parent

Michele Driscoll, Student Service Secretary

Daniel Royer, Lead Custodian





RESCUE UNION SCHOOL DISTRICT
JACKSON ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN

Plan Approvals

Principal: Michele Williamson

Signature: Michele Williamson **Date:** 2/27/19

Superintendent: Cheryl Olson

Signature: Cheryl Olson **Date:** 2/27/19





Jackson Elementary School's Mission Statement

The Jackson School Staff, working in partnership with parents and our community, will strive to provide excellence in academics and the thinking and interpersonal skills necessary for all students to reach their maximum potential.

We are committed to providing a safe learning environment where all students are valued and respected.

Rescue Union School District Vision Statement

Rescue Union School District is known and respected for quality education programs and prepares students for the ever- changing challenges of society. Rescue students succeed with the active support of families, staff, and community members. Students are literate, self-reliant, respectful citizens who are prepared for the future.





UNION SCHOOL DISTRICT
JACKSON ELEMENTARY SCHOOL
SAFE SCHOOL PLAN

School Climate

Jackson School has a beautiful campus with a great staff and supportive parents who work together to create a positive atmosphere for students. There are many opportunities in place for positive student interactions. Additional steps are taken to enhance the atmosphere and develop campus pride. Existing opportunities include:

- Character Counts monthly celebrations
- Patriotic Assemblies
- Student Talent Shows
- Classroom presentations by our school counselor
- Student Leadership Team
- School Spirit contests and events
- Garden Lessons focusing on respect for others and the environment
- Community service projects through classrooms (Genius Hour Projects) and leadership elective
- Lunch time activities
- Character Counts Performance Assemblies (Folsom Lake College)
- PAWS videos
- Lunch with the Principal





School Climate Objectives

Our goal is to create a positive school climate where students are valued and respected.

School Climate Objective #1: To curb bullying behaviors and to teach students how to respond to a bully.

1. Related activities:
 - a. Principal will show the video “Gum in My Hair” in fourth and fifth grade classrooms and lead a class discussion following the video.
 - b. Principal is available to visit classrooms and facilitate Stories from the Yard with each class.
 - c. Teachers will reinforce the character trait of the month through classroom discussions.
 - d. Principal will host Monthly Character Counts Assemblies acknowledging individual students for exemplifying the traits.
 - e. School counselor will facilitate friendship groups at lunch.
 - f. Use invisible mentoring to connect with students at risk.
2. Resources needed: Video has been purchased.
3. Person(s) responsible for implementation: Principal/teachers.
4. Timeline for implementation: Ongoing during the school year 2018-2019.

School Climate Objective #2: To help students develop conflict resolution skills.

1. Related activities: PBIS videos in development this year which will focus on student behavior and student kindness. The videos will be produced by Leadership elective students.
2. Resources needed: Video series (has been produced).
3. Person(s) responsible for implementation: Principal/teachers.
4. Timeline for implementation: Ongoing during the school year 2018-2019.

School Climate Objective #3: To empower students to help one another with conflicts and to help students recognize each other’s positive behavior.

1. Related activities: Character Counts lessons, assemblies, and counselor presentations to classes, Friendship Groups, PBIS team training (over next three years).
2. Resources needed: Materials (already purchased).
3. Person(s) responsible for implementation: Principal and teachers.
4. Timeline for implementation: To begin Fall 2018.

Evaluation criteria and timeline: In the Fall of 2018 we will take the Healthy Kids Survey and we will review discipline records





UNION SCHOOL DISTRICT
JACKSON ELEMENTARY SCHOOL
SAFE SCHOOL PLAN

Physical Environment

Our goal is to continue to work with the Rescue District, developers, local, state, and federal agencies to make the campus facilities and grounds safe for students, staff, and visitors.

Jackson School has a beautiful campus with a great staff and supportive parents who work together to create a positive atmosphere for students. We would like to enhance the safety of the students, staff, visitors and facilities by providing better campus communication, safe facilities and infrastructure, and improved supervision of students. Current areas of pride include:

- School garden and outdoor science classroom
- Video Production Lab
- Outdoor Reading Area designed by upper grade classes
- Weather station





Physical Environment Objectives

Physical Environment Objective #1: To be observant of our surroundings by watching for safety concerns and responding quickly to those concerns by alerting the administration and filling out work orders.

1. Related activities: Make sure that all staff alert administration to safety concerns and that work orders are filled out and completed in a timely manner.
2. Resources needed: None.
3. Person(s) responsible for implementation: Principal and staff members.
4. Timeline for implementation: Ongoing discussions throughout the year at staff meetings and yard supervisor meetings.

Physical Environment Objective #2: To continue to focus on adequate lighting at night on the school campus and parking lot.

1. Related activities: Have custodial staff walk the campus weekly at night and do a “lighting” check to ensure that all lights are functioning. Have additional lighting put in on the ramp to the F-Wing.
2. Resources needed: Light bulbs and fixtures.
3. Person(s) responsible for implementation: M & O Coordinator and the Lead custodian.
4. Timeline for implementation: All year. Budget: Unknown.

Physical Environment Objective #3: Continue to monitor flow of traffic in the school parking lot and on surrounding streets.

1. Related activities: Get feedback from adult crossing guards regarding any safety issues that arise, continue Safety Corner in school newsletter.
2. Resources needed: Recommended list of safety items/signs and equipment from adult crossing guards.
3. Person(s) responsible for implementation: Principal.
4. Timeline for implementation: All year.

Physical Environment Objective #4: Improve retaining walls throughout the campus by restoring cap stones on top and fixing structural concerns.

1. Related activities: Make a list of missing cap stones and locations.
2. Resources needed: Supplies for the repairs from our facilities department.
3. Persons responsible” Principal and Lead Custodian.
4. Timeline for Implementation: All year.





UNION SCHOOL DISTRICT
JACKSON ELEMENTARY SCHOOL
SAFE SCHOOL PLAN

Physical Environment Objective #5: Improve the condition of the school field and the irrigation system.

1. Related activities: Establish work orders for the sprinkler system for the areas with large dead zones.
2. Resources needed: Utility Tech support from our Facilities Department.
3. Persons responsible: Lead Custodian, Principal, Utility Techs.
4. Timeline for Implementation: All year.



RESCUE

2018-2019



**UNION SCHOOL DISTRICT
JACKSON ELEMENTARY SCHOOL
SAFE SCHOOL PLAN**

APPENDICES



School Site Council Meeting

Safe School Plan Vote

11-26-2018

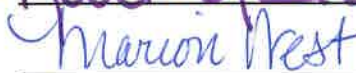
Michele Miller (Williamson)



Kathy Steffano



Marion West



Claudia (C.C.) Bensley



David Hoff



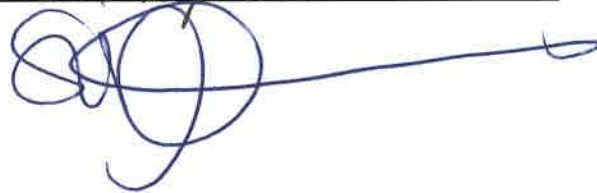
Michele Driscoll



Aimee Hepler



Kate Graves Mercado





**RESCUE UNION SCHOOL DISTRICT
LAKE FOREST ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

Planning Committee Members

Bruce Peters, Principal
Sue Belli, School Secretary
Ana Mountain, Teacher
Lisa Doig, Teacher
Carol Tinney, Teacher
Tammi Madera, Parent
Lonnie Dickson, Parent
Kurt Oneto, Parent
Rebecca Labau, Parent





RESCUE UNION SCHOOL DISTRICT
LAKE FOREST ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN

Plan Approvals

Principal: Bruce Peters

Signature: Bruce Peters **Date:** 2/27/19

Superintendent: Cheryl Olson

Signature: Cheryl Olson **Date:** 2/27/19





RESCUE UNION SCHOOL DISTRICT
LAKE FOREST ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN

Lake Forest Elementary School's Mission Statement

Lake Forest Elementary School, with the strong support and involvement of our parents and community, is committed to providing all our students with the academic, social and technological tools they need to excel both now and in their future endeavors.

Our staff is dedicated to providing a standards-based program, which emphasizes achievement, both academic and social, at the highest levels of excellence to meet the unique needs of all students.

We will provide our students with a broad range of educational experiences, study skills and organizational tools needed to become adaptable, flexible thinkers, who are proud of themselves and their accomplishments, who take responsibility for their actions, and who are ready to contribute to our school and community.

Lake Forest Elementary School Vision Statement

Lake Forest Elementary is an excellent school, providing a well-rounded education in a safe, positive atmosphere that challenges each student to achieve to his or her highest potential.

Parents and staff work together in cooperation to ensure that all students have an equal opportunity to learn and have the resources necessary to support their learning needs. Student academic achievement is supported by the standards-based curriculum, creative input from a highly skilled, diverse teaching staff, and community volunteer resources.

All students are challenged to work to their greatest potential and to embody the responsible social skills and positive character traits encouraged in all Lakers.

Rescue Union School District Vision Statement

Rescue Union School District is known and respected for quality education programs and prepares students for the ever- changing challenges of society. Rescue students succeed with the active support of families, staff, and community members. Students are literate, self-reliant, respectful citizens who are prepared for the future.





**RESCUE UNION SCHOOL DISTRICT
LAKE FOREST ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

School Climate

Lake Forest staff and parents work together in creating a positive atmosphere for students in both the learning and social aspects of our school. There are many groups and activities in place, which are directed towards helping students learn to interact in a positive manner. Existing opportunities include:

- School Site Council
- Check In/Check Out Program
- Social development classes
- Buddy Classes
- Yard Supervisor Handbook
- Parent volunteer program
- After School Enrichment programs
- Charity drives
- Safety Patrol
- Character Counts Education
- Trimester Honor Roll (4th -5th)
- Enrichment Classes/Activities (Enrichment after school, Feelin' Good Mileage Club, After School Sports, Drama and Dance Instruction)
- Student Leadership
- Rotary Student of the Month Award
- Reading Incentive Program through Lake Forest Library





RESCUE UNION SCHOOL DISTRICT
LAKE FOREST ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN

School Climate Objectives

School Climate Objective #1: Lake Forest will implement PBIS techniques and combine this program with current Character Counts practices to support student social and emotional growth.

1. Related activities:
 - a. Teachers will continue to provide classroom support for managing interpersonal issues using school wide rules and expectations for behavior in all areas of the school.
 - b. Students will learn about positive character traits in the classroom monthly through Character Counts Lessons in addition to our new collection of lessons used to support PBIS expectations in all areas of Lake Forest.
 - c. The student leadership team will provide short skits or presentations in classes demonstrating good behavior and model monthly traits for the student body at assemblies.
 - d. Social stories will be presented to students in primary grades through lessons presented by the school counselor.
 - e. Our school counselor will provide support to individuals and groups needing guidance on social issues at school.
 - f. On-going social lessons will be provided in the Learning Center for K and 1st grade students.
2. Resources needed:
 - a. Bulletin boards displaying character traits with student work.
 - b. Class lessons related to the monthly character trait.
 - c. Class lessons that support school expectations and school wide rules.
 - d. Purchase of social stories, PBIS rules charts and teacher materials.
 - e. Video production outlining school rules for all students and personnel.
3. Person(s) responsible for implementation: Administration, staff, School Counselor, Counselor
4. Timeline for implementation: 2018-2019

School Climate Objective #2: Interaction between school and families will be encouraged to promote a sense of community.

1. Related activities:
 - a. School wide activities such as Dance Extravaganza, Back to School Night, Open House/Book Fair and the Spring Art show will be held for parents to participate.
 - b. Kindergarten Orientation
 - c. School Tours
 - d. Art Docent (color Wheel) program
 - e. Fall/Spring Movie Night
 - f. Breakfast with Santa
 - g. Award Assemblies
 - h. Spirit Days





**RESCUE UNION SCHOOL DISTRICT
LAKE FOREST ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

- i. PTC Social Events: Muffins with Mom, Donuts with Dad, Fall Festival, Dinner/Auction and Dine Out Nights.
2. Resources needed: Volunteer support, PTC support, and clerical support
3. Person(s) responsible for implementation: Administrators, PTC, SSC, and Staff.
4. Timeline for implementation: 2018-2019

School Climate Objective #3: To develop a sense of neighborhood belonging, community involvement with Lake Forest School will be increased.

1. Related activities:
 - a. Community related events would be explored possibly involving local businesses.
 - b. Family member participation in events such as Hero Day, International Women's Day and Annual Veterans Day assembly.
 - c. Local Veterans will be invited to participate in our Veterans Day Assembly.
 - d. Lake Forest will continue its coordination with the PTC Beautification Committee working on nature projects on campus.
 - i. A new mural on the office building was completed in July.
 - ii. The garden area has been improved significantly through a combined effort by our LF staff, PTC and Eagle Scout projects.
 - iii. A new marquee is being considered for spring 2019.
 - iv. Student nature area along the south area of the school (Kensington) has been updated with new rock, benches and DG.
 - v. A reading area dedicated to past teacher, Christy Barisone was completed by Eagle Scout Vincent Sinclair with assistance from Lake Forest PTC and staff.
 - e. Cyber bullying presentations will be offered by the Rescue Union School District to educate families on the dangers of online use by students.
 - f. Continue partnerships with local media.
 - g. Continue fundraising programs/sponsorships with local businesses (funds donated to PTC and distributed to individual teachers through the office for classroom use).
2. Resources needed: Volunteer support, PTC and site funding for campus nature projects.
3. Person(s) responsible for implementation: Administrators, PTC, staff.
4. Timeline for implementation: 2018-2019





**RESCUE UNION SCHOOL DISTRICT
LAKE FOREST ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

Physical Environment

Our goal is to continue to maintain a safe and secure physical environment for students and staff of Lake Forest School and enhance the available facilities.

Lake Forest School has a beautiful campus with a great staff and supportive parents who work together to create a positive atmosphere for students. We would like to enhance the safety of the students, staff, visitors and facilities by providing better campus communication, safe facilities and infrastructure, and improved supervision of students. Lake Forest School has in place a number of programs and activities, which are directed towards the physical safety and improvement of facilities:

- Campus Beautification Projects
- Garden Beautification
- Classroom upgrades in technology
- PTC fundraising achievements
- Visitor/Volunteer registration and ID badge program
- Yard Duty program – handbook, vests, training
- Safety Patrol
- Emergency clipboards and backpacks for classrooms





**RESCUE UNION SCHOOL DISTRICT
LAKE FOREST ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

Physical Environment Objectives

Physical Environment Objective #1: Maintain current conditions of student drop-off and pickup in parking lots and street areas around campus.

1. Related activities:
 - a. Safety Patrol – fifth grade students will have the opportunity to participate in Safety Patrol.
 - b. Student protocols will be improved to increase safety. The teacher coordinator will hold trainings for students on safety throughout the year.
 - c. Teachers will serve on duty teams to provide consistent enforcement of policies.
 - d. Cones and signs will be placed in areas to encourage traffic to flow around the West side of the parking lot.
 - e. Additional student crossing signs and appropriate materials will be purchased by the site.
 - f. A parking lot brochure will be provided to parents at Back to School Night, which displays safe traffic flow patterns.
 - g. Reminders will continue to be put into the Lake Forest monthly newsletters and monthly email notifications to families.
 - h. Additional reminder signs will be put up to encourage safety first attitudes.
2. Resources needed:
 - a. Support of District Maintenance Department, Lead Custodian
 - b. Safety Patrol training by Teacher Coordinator
 - c. Safety vests
 - d. Additional hand-held stop signs and cones.
3. Person(s) responsible for implementation: Lead Custodian, Director of Facilities, Administration, Safety Patrol Coordinator
4. Timeline for implementation: 2018-2019

Physical Environment Objective #2: For all students to have an understanding of playground rules, including Lake Forest Elementary adopted game rules.

1. Related activities:
 - a. Teachers and Yard Supervisors will teach technique and rules for playground games.
 - b. All grade levels will be reminded of playground expectations/rules by the Principal and staff on the first week of school. Follow up will occur throughout the year.





**RESCUE UNION SCHOOL DISTRICT
LAKE FOREST ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

- c. Game rules will be taught and revisited throughout the year through class sign-ups for specific age-appropriate games. On Early Release Days, classes can sign up to learn specific rules by our yard duty staff.
 - d. Specific areas will be designated on the playground for playing games
 - e. Training will be conducted for yard supervisors, and each trimester meetings will be held for sharing concerns and improvement policies
 - f. More structured policies on rainy mornings will be developed to reduce safety issues and improve process for transferring students to classes when school begins.
2. Person(s) responsible for implementation: Administration, staff, yard supervisors
 3. Timeline for implementation: 2018-2019

Physical Environment Objective #3: Staff will continue to enforce and improve visitor policy on campus.

1. Related activities:
 - a. All staff, parents and students will be encouraged in the reporting of unfamiliar/unidentified persons on campus.
 - b. Staff will enforce volunteer sign-in procedures and the wearing of Volunteer/Visitor stickers for all non-employees.
 - c. Volunteer information will be collected and reviewed frequently according to district policy (background checks, TB screening) to ensure all individuals on campus are cleared appropriately to assist students.
 - d. Yard Supervisors will wear identifying vests while working on campus grounds.
2. Resources needed: ID badges, vests, and signage to post volunteer policy.
3. Person(s) responsible for implementation: Administration, Human Resources Department, Staff
4. Timeline for implementation: 2018-2019

Evaluation criteria and timeline: Goals will be evaluated informally throughout the school year and formally at the end of the school year. Evaluation criteria will include staff and parent survey data, as well as anecdotal observations from staff members and parents.





**RESCUE UNION SCHOOL DISTRICT
LAKE FOREST ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

APPENDICES





**RESCUE UNION SCHOOL DISTRICT
LAKEVIEW ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

Planning Committee Members

Katie Allred, Parent
Jennifer Bazor, Teacher
Anna Doughty, School Secretary
Mike Flaherty, Parent
Erin Koht, Parent
Kathy Miracle, Principal
Ruhi Shah, Parent
Laurisa Stuart, Teacher





RESCUE UNION SCHOOL DISTRICT
LAKEVIEW ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN

Plan Approvals

Principal: Kathy Miracle

Signature: Kathy Miracle **Date:** 2-27-19

Superintendent: Cheryl Olson

Signature: Cheryl Olson **Date:** 2/27/19





RESCUE UNION SCHOOL DISTRICT
LAKEVIEW ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN

Lakeview Elementary School’s Mission Statement

The mission of Lakeview Elementary is to inspire all students to be passionate, continuous learners and to prepare them with the skills to achieve their goals and flourish as responsible, caring citizens in a global community.

Lakeview Elementary School’s Vision Statement

Lakeview Elementary will provide a learning environment in which students acquire high levels of knowledge, skills, and understanding that will open doors of opportunity and prepare them for thought and action in the wider world. Each student will be known as a person and a learner who will experience the joy and challenge education brings as individuals in a community. Each student will develop the skills, attitudes, and behaviors to become principled, ethical citizens who give and receive support in the process of learning.

Rescue Union School District Vision Statement

Rescue Union School District is known and respected for quality education programs and prepares students for the ever- changing challenges of society. Rescue students succeed with the active support of families, staff, and community members. Students are literate, self-reliant, respectful citizens who are prepared for the future.





**RESCUE UNION SCHOOL DISTRICT
LAKEVIEW ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

School Climate

Our goal is to provide a warm, welcoming and positive learning environment where all students feel socially and emotionally safe to reach their academic potential and thrive as individuals. We want all students to feel appreciated and supported. We want to provide opportunities for all students to develop strong character traits, leadership skills and social-emotional resiliency.

Existing opportunities are:

- Lakeview Elementary has earned the respected title of California Distinguished School for the 2018-2019 and 2019-2020 school years.
- Our students continue to earn high academic achievement on California SBAC assessments; our assessment data was again featured in local newspapers.
- Our PTO is an incredible group of dedicated parents who serve a crucial role in raising funds for our school programs and supplies, while also providing amazing family events and activities.
- Our hard working staff are skilled and excited to offer optimal, rigorous learning opportunities for all students. All full-time teachers are trained and certified in GLAD (Guided Language Assessment and Development).
- We are in the process of implementing Positive Behavioral Interventions and Supports. School learning, academics and positive environment are expected to rise to an even more successful level.
- Our 4th and 5th grade students receive science instruction through pull-out sessions from our experienced Science Teacher.
- Dance, music, pottery and STEM instruction are offered to all students.
- Our Nana Program, in which retired members of our community offer their skills and support to work with our students in the areas of reading, creative writing, gardening and the legal system, continues to be an ongoing success.
- Our 4th and 5th grade IMPACT Leadership group maintains over 70 members who learn leadership while serving on school service teams and supporting our community.
- Our 5th grade students are fortunate to receive training and experience in the El Dorado County District Attorney's Project LEAD program.
- We enjoy a strong sister school relationship with Wenyi Street Primary School in Hangzhou, China. Students from Lakeview will travel to Wenyi this spring, and student visitors from Wenyi will again visit next fall.





**RESCUE UNION SCHOOL DISTRICT
LAKEVIEW ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

School Climate Objectives

School Climate Objective #1: Refine consistency and clarity of school-wide procedures and expectations through the Positive Interventions and Supports (PBIS) implementation process. Improved school culture and higher level of learning will result from Lakeview's PBIS implementation.

1. Related activities:

- a. Create and train our PBIS staff team. Three teachers, one counselor, one yard supervisor and the principal will serve on this team. We will attend four District sponsored full day trainings and will collaborate and plan throughout four half release days.
- b. In order to create a thorough, balanced plan, input has been gathered from Lakeview staff.
- c. Early Release Collaboration professional development time has been used to gather feedback, inform and train staff on the PBIS process and roll-out.
- d. Lakeview staff and students will learn SOAR (Solve Problems, Own Good Decisions, Achieve Leadership and Radiate Respect) to represent the expected personal standards
- e. A school wide quiet signal will be taught and practiced regularly by all staff.
- f. Eagle Manners will be taught and encouraged by all staff.
- g. Using staff input, a matrix of positive expectations for common areas has been created. These areas are *Entering School, Morning Gathering, Quiet Zone and Lines, Lunch Room, Blacktop, Playground, Field, Bathrooms and Dismissal*.
- h. Kick-off assemblies have been scheduled and will be held to train all students on the SOAR Process (PBIS).
- i. Teachers will choose from a menu of lesson suggestions to train their students on the expectations for the common areas. All teachers will train their classes on the same day. Spirit will be encouraged on these days with thematic dress-up plans.
- j. Posters have been created and will be used for lessons and displayed in common areas.
- k. IMPACT Leadership has worked with principal to create a movie demonstrating all expectations.
- l. STOP tickets have been created for staff to use when a student exhibits a minor behavior problem.
- m. SOAR tickets have been created for staff to use when a student is exhibiting SOAR personal standards.
- n. Incentives (complete with a spinning wheel of choices) will serve as motivation and rewards for students and staff.
- o. Staff shirts displaying the SOAR personal standards will be created and purchased for fall 2019.
- p. Major and minor behavioral infractions will be identified for staff.





**RESCUE UNION SCHOOL DISTRICT
LAKEVIEW ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

- q. Sandwich signs with playground game rules will continue to be posted on the playground to offer clear instructions for games.
 - r. Yard supervisors and principal will meet regularly to review and improve procedures.
 - s. A Communication Log will be used for yard supervisor daily communication.
 - t. Incident Reports and Conduct Reports will be written for students in need of follow-up from the teacher(s) and/or principal.
2. Resources needed: SOAR Common Area Signs, Incentive Wheel, Sundae Supplies for Staff PBIS Kick-Off Training, Student and Staff Incentives for PBIS Implementation
3. Person(s) responsible for implementation: Principal, PBIS Team, LV Staff, IMPACT
4. Timeline for implementation: 2018-2020
5. Budget: Site/Donations

School Climate Objective #2: Provide social emotional learning and support for all Lakeview students.

1. Related activities:
 - a. Activities described in Objective #1
 - b. Provide professional development for staff in Social Emotional Learning strategies and Trauma Informed Practices. Collaboration time will be designated for TIP training, student identification and *Help for Billy*.
 - c. SEL Checklists and teacher input will be considered in identifying student SEL/counseling needs.
 - d. Site Counseling Plan, including individual and group support, along with class presentations, will be created and monitored.
 - e. Teachers will deliver SEL lessons with *Mind + Heart* curriculum.
 - f. Teachers will create “comfort corners” in their classrooms and train students on SEL tools.
 - g. School Counselors will lead presentations and conduct discussions involving SOAR personal standards and SEL topics for all classes throughout the year.
2. Resources Needed: *Help for Billy* books, \$100 per teacher for “comfort corner” supplies, Mind+Heart curriculum
3. Person(s) responsible for implementation: Staff
4. Timeline for implementation: 2018-2019
5. Budget: Donations and PTO





**RESCUE UNION SCHOOL DISTRICT
LAKEVIEW ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

School Climate Objective #3: Provide opportunities for students to learn strong citizenship and leadership skills.

1. Related activities:
 - a. Activities described in Objectives 1 & 2
 - b. Continue IMPACT (leadership) where all 4th and 5th grade students can join the group to learn leadership skills through providing school, community service. School Service Teams include Teachers' Aides, Movie Makers, Assembly Set-Up, Librarian Assistants, Friendship Group (for EDCOE Autism Program), PTO Support, etc.
2. Resources needed: IMPACT T-Shirts, poster supplies
3. Person(s) responsible for implementation: IMPACT Advisors, staff, Tech TOSA
4. Timeline for implementation: Ongoing
5. Budget: Student Government Budget, Site, Donations

Evaluation criteria and timeline (Objective 1, 2 & 3): Academic gains as demonstrated in RUSD assessments, CAASPP results. Positive student and staff feedback, increased attendance rates, decreased number of referrals to principal for conflicts and an increase in student feedback saying they feel safe and successful at school for the 2018-2019 school year (CHKS results).

Evaluation (Objective 3): Increased participation by students in IMPACT. Feedback from parents, LV staff, students and community organizations





**RESCUE UNION SCHOOL DISTRICT
LAKEVIEW ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

Physical Environment

Our goal is to enhance the physical environment on campus, and provide a safe, clean, secure environment for learning.

Lakeview is a stunning school site. The view of the lake and beauty of the campus make it an awesome environment to learn. Lakeview opened our doors for students in August of 2005. It is the youngest school site in Rescue Union School District. It features a hillside architecture with two story buildings, a large amphitheater, breezeways, multipurpose room, outdoor/covered dining area, a large field/playground area and multiple parking lots. Providing a physically safe environment for our 550 students is our very first priority.

Existing areas of pride include:

- School signs directing all visitors to the office are clearly visible from all three entrances into the school site.
- All parent volunteers undergo screening from RUSD's Human Resources Department.
- All doors lock from inside and windows can be covered from inside with blinds and black-out material.
- Staff and students undergo regular emergency drills for fire evacuations, lockdown and duck and cover.
- Staff continually monitor our school environment for safety.
- The Lakeview garden and orchard continues to be an area of pride and active learning for our students. Our new garden coordinator has done a terrific job in enhancing our garden and orchard, offering lessons to students and writing grants to secure garden funding.





**RESCUE UNION SCHOOL DISTRICT
LAKEVIEW ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

Physical Environment Objectives

Physical Environment Objective #1: Utilize outdoor classroom (Garden and Orchard) as alternative learning areas, providing a tranquil, reflective area.

1. Related activities:
 - a. Continue using garden area for increasing student engagement at school.
 - b. Continue using our garden as an alternative recess activity. “Rock Stars” are invited to the garden as an alternative setting to assist coordinator and nanas with garden duties.
 - c. Build garden lessons/science program through the work of the Garden Coordinator.
2. Resources needed: Staffing of outdoor classroom by volunteers/Nanas. Lesson plans and materials for teaching various curriculums in the garden. Garden maintenance supplies and tools.
3. Person(s) responsible for implementation: Garden Coordinator, Nanas, Principal
4. Timeline for implementation: Ongoing
5. Budget: PTO, Donations, Site

Evaluation criteria and timeline: Increased number of students in garden at recess as well as an increase in teachers utilizing the garden for teaching.

Physical Environment Objective #2: Maintain vigilant supervision at arrival and dismissal times. Review with volunteers and parents the process for “visitors on campus” through newsletters and emails. Increase the safety of students in staff parking lot.

1. Related activities:
 - a. Maintain rotating schedule of staff supervisors as well as student safety patrol in amphitheater morning and at parent pick up in the afternoon.
 - b. All staff will redirect classroom volunteers to office if no visitor badge is visible.
 - c. Parents who have obtained a clearance through HR will have large, easy-to-see visitor badges.
 - d. Continue monitoring physical barrier in staff parking lot to restrict student drop off or pick up in undesignated and unsupervised areas.
 - e. Improve traffic flow at pick-up.
 - f. Work with RUSD and DOT to consider additional curb painting to improve traffic flow at dismissal.





**RESCUE UNION SCHOOL DISTRICT
LAKEVIEW ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

- g. Repaint lines, added aisle lines to prevent crowding, painted loading stars for pick-up.
2. Resources needed: staffing schedule, megaphone
3. Person(s) responsible for implementation: Staff
4. Timeline for implementation: Ongoing
5. Budget: Donations

Physical Environment Objective #3: To provide optimal safety of students and staff through ongoing analysis of safety.

1. Related activities:
 - a. Discuss safety and solicit input from parent community through SSC, PTO, surveys, etc.
 - b. Order and create substitute teacher binders to be provided to substitutes at check-in. Binders will include emergency procedures, student health alerts, maps, etc.
 - c. Order, hang and stuff emergency backpacks for every room on site to include basic first aid supplies, student lists with parent contact information, small bottles of water, etc.
 - d. Coordinate and secure funding for three additional water fountain bottle fillers, three additional exit gates on blacktop, and safe structure for kiln relocation.
2. Resources needed: binders, hooks, backpacks, emergency supplies, funding for bottle fillers and installation, exit gates and kiln structure.
3. Person(s) responsible for implementation: Staff, RUSD District Staff, PTO
4. Timeline for implementation: 2018-2019
5. Budget: PTO, Donations

Evaluation criteria and timeline: Substitute binders, completion of projects.





**RESCUE UNION SCHOOL DISTRICT
LAKEVIEW ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

APPENDICES





**RESCUE UNION SCHOOL DISTRICT
MARINA VILLAGE MIDDLE SCHOOL
2018-2019 SAFE SCHOOL PLAN**

Planning Committee Members

Levi Cambridge, Principal
Samantha Schlesinger, Assistant Principal
Ben Cain, Teacher
Glenda De La Cruz, Teacher
Colleen Triana, Parent
Christa McKeown, Parent
Gina Johnston, Parent & yard supervisor
Jasmine Carranza, Student
Tara Johnson, Student





RESCUE UNION SCHOOL DISTRICT
MARINA VILLAGE MIDDLE SCHOOL
2018-2019 SAFE SCHOOL PLAN

Plan Approvals

Principal: Levi Cambridge

Signature: *Levi Cambridge* **Date:** 2/27/19

Superintendent: Cheryl Olson

Signature: *Cheryl Olson* **Date:** 2/27/19



**RESCUE UNION SCHOOL DISTRICT
MARINA VILLAGE MIDDLE SCHOOL
2018-2019 SAFE SCHOOL PLAN**

Marina Village Middle School's Mission Statement

Marina Village Middle School will provide a comprehensive and academically challenging education for all students. We will maintain a safe and positive environment that promotes respect and responsibility. Marina Village Middle School is committed to cooperation, support, and involvement among school, parents, and community.

Marina Village Middle School's Vision

Motivation helps you achieve your personal best.

Academic challenges promote success and life-long learning.

Responsibility and respect for all create a safe environment.

Involved of students, staff, and parents leads to effective teamwork.

Nurturing and developing creativity make school more enjoyable.

Awareness of individual differences promotes acceptance.

Rescue Union School District Vision Statement

Rescue Union School District is known and respected for quality education programs and prepares students for the ever- changing challenges of society. Rescue students succeed with the active support of families, staff, and community members. Students are literate, self-reliant, respectful citizens who are prepared for the future.





**RESCUE UNION SCHOOL DISTRICT
MARINA VILLAGE MIDDLE SCHOOL
2018-2019 SAFE SCHOOL PLAN**

School Climate

Our goal is to increase a sense of community on and around the Marina Village campus and improve school pride and ownership among staff, students, families, and community partners.

Marina Village staff, students, and parents work in partnership to create a positive atmosphere for students in both academic and social contexts at school. There are myriad resources, programs, and activities in place, which are directed towards supporting students and families in learning to interact in a positive and respectful manner. Existing opportunities are:

- After School Enrichment Programs
- After school Library Study Hall/Tutorials
- Athletic Award Recognition
- Athletic Teams
- Back to School Night
- Band Concerts
- Battle of the Books
- Book Fairs
- End of the year Reward/Celebration Activities
- Friendship Coordinators
- Honor Roll & Principal's Honor Roll
- Honor Society Tutoring
- Leadership Elective
- Math and Science Clubs
- Merit Reward Assemblies
- Merit Recovery Program
- Music Boosters
- Mustang of the Week
- Mustang Pride Award
- Mustang Pride Tickets
- New Student/Family Orientation
- New Students Lunch with Administration & Counselor
- Ohana Climate Committee (OCC)
- Parent Education Night
- Positive Behavioral Interventions & Supports (PBIS)
- Prize Patrol
- Project Green Outdoor Education (Garden Club)
- PTC School Activities
- Rallies
- School Counseling Program
- School Site Council
- Staff Recognition (By Student Council & PTC)
- Student Council
- Student Recognition Assemblies
- Trauma Informed Practice
- Where Everybody Belongs (WEB)
- Yard Supervisor Student Recognition Efforts





**RESCUE UNION SCHOOL DISTRICT
MARINA VILLAGE MIDDLE SCHOOL
2018-2019 SAFE SCHOOL PLAN**

School Climate Objectives

School Climate Objective #1: Behavior standards will be defined to improve school spirit and develop positive peer pressure.

1. Related activities:
 - a. Clear and positive academic and behavior expectations will be communicated to students and parents via meetings, assemblies, classroom visits, handbooks, website, and newsletters
 - b. Teachers will revise and implement consistent classroom and academic expectation policies across grade levels to provide students with a sense of comfort and understanding about their role in areas such as classroom behavior, make-up work, test retakes, late assignments, etc.
 - c. A school-wide behavior assembly and/or classroom visitation at each grade level will be held for all students during each trimester.
 - d. Teachers will continue to provide classroom support for managing interpersonal issues
 - e. Students will be recognized by staff members for displaying positive citizenship (Student of the Trimester, Mustang of the Week, Student Store Coupons)
 - f. Parents will receive letters and emails recognizing their child for being positive contributors to the school community
 - g. Student Recognition Assemblies will be held by grade level three times per year and will include all students so that honorees are recognized in front of their peers
 - h. Academic achievement will be recognized each trimester through the Honor Roll program
 - i. A clear and consistent schoolwide late work policy will be considered. Homework is a Priority (HIP) and Zeros are Prohibited (ZAP) will be held after school on Tuesdays and Thursdays
2. Resources needed:
 - a. Funds for recognition materials: Certificates, pins, pennants, ribbons and decals
 - b. Funds for incentives (School spirit items, assemblies, etc.)
3. Person(s) responsible for implementation: Administration, Counselors, staff, Student Council
4. Evaluation: Jupiter referrals, Healthy Kids Survey, Trimester report card grades
5. Timeline for implementation: 2018-2019 (ongoing)
6. Budget: ZAP - \$200, Mustang of the Week - \$1000

School Climate Objective #2: Improve on-campus supervision of students.

1. Related activities:
 - a. Reinforce assembly behavior expectations and work with staff to improve supervision of students during assemblies and other special programs
 - b. Provide expansion of library accessibility for students during lunch
 - c. Provide intermural supplies (board games, balls, field equipment) for lunchtime activities





**RESCUE UNION SCHOOL DISTRICT
MARINA VILLAGE MIDDLE SCHOOL
2018-2019 SAFE SCHOOL PLAN**

- d. Expand and distribute a list of substitutes for lunch supervisors
- e. Provide ongoing training for lunch supervisors
- f. Provide a handbook for lunch supervisors
- g. Monitor lunchtime service number program to reduce lunch line length and wait time
- h. Make ongoing use of additional point of sale in kitchen to improve efficiency of service
- i. Develop an intramural program for lunchtime activities. (OCC, Leadership, Friendship Coordinators, 20 time)
- j. Publish school rules for lunch activities
- k. Publish invitations to students in need of tutoring from Honor Society students
- l. Hold assembly to review lunch behavior expectations with each grade level
- m. Conflict manager program will provide training and support
- n. Staff will wear identification badges for identification
- o. Visitor/Volunteer will wear identification badges for identification
2. Resources needed:
 - a. Advertisements/job postings for substitutes
 - b. Launch Supervisors handbook and materials
 - c. Whistles, Lunch Supervisor vests, clipboards, Discipline referrals, radios
 - d. Refill fanny packs with first aid supplies for Yard Supervisors
 - e. Computer/Food Service Station for additional point of sale
3. Personnel responsible for implementation: Administration; Lunch Supervisors; District Food Service
4. Evaluation: Health office log, Jupiter referrals, Healthy Kids Survey
5. Timeline for implementation: 2018-2019 (ongoing)
6. Budget: Radios - \$1500, Intermural supplies - \$800

School Climate Objective #3: Marina Village will focus on Social Emotional Learning and Trauma Informed Practice.

1. Related activities:
 - a. Breaking Down the Walls (BDTW)
 - b. Point Break
 - c. Teacher collaboration
 - d. Groups – counseling
 - e. Kickoff assembly that challenges students to change their behavior
 - f. Trauma Informed Practice training
 - g. Continue Where Everyone Belongs (WEB) program for incoming 6th graders
 - h. School counseling support
 - i. Spirit Fridays (coordinated by Student Leadership)
 - j. Leadership elective class
 - k. Student Council
2. Resources needed: Volunteer support, funds for W.E.B. training.
3. Person(s) responsible for implementation: Principal, Assistant Principal, Counselor, and Leadership Teacher
4. Evaluation:





**RESCUE UNION SCHOOL DISTRICT
MARINA VILLAGE MIDDLE SCHOOL
2018-2019 SAFE SCHOOL PLAN**

- a. Student participation
 - b. Student surveys
 - c. Staff surveys
 - d. Pre/Post project surveys
5. Timeline for implementation: 2018-2019 (ongoing)
6. Budget:
 - a. BTDW - \$3000
 - b. Point Break - \$4000
 - c. W.E.B. - \$2500
 - d. Kickoff assembly treats - \$250

Evaluation criteria and timeline: There will be a continued reduction in discipline incidents as measured by fewer referrals to the office, fewer teacher assigned detentions, and fewer suspensions. The number of children recognized for positive behavior will increase. Data will continue to be evaluated each trimester and annually.





**RESCUE UNION SCHOOL DISTRICT
MARINA VILLAGE MIDDLE SCHOOL
2018-2019 SAFE SCHOOL PLAN**

Physical Environment

Our goal is to maintain a safe physical environment for students and staff of Marina Village Middle School and enhance the available facilities.

Marina Village School has in place a number of programs and activities, which are directed towards the physical safety, and improvement of facilities. Existing areas of pride include:

- Eagle/Girl Scout and community projects for campus beautification
- Office Bulletin Boards
- Parent Teacher Council (PTC)
- PTC fund raising achievements (i.e. Installation of refrigerated water stations, shade structures, increased lunch tables)
- School counseling program
- School Safety committee
- Staff/visitor ID badges worn
- Student Council
- Visitor/Volunteer registration and ID badge program
- Wheelchair ramps
- Yard Duty program – handbook, vests, staff shirts, radios, training
- Additional lunch seating
- Installation of new campus wide lighting for interior and exterior
- Digital Sign at the entrance of the school





**RESCUE UNION SCHOOL DISTRICT
MARINA VILLAGE MIDDLE SCHOOL
2018-2019 SAFE SCHOOL PLAN**

Physical Environment Objectives

Physical Environment Objective #1: Campus modernization.

1. Related activities
 - a. Train students and teachers on the features of the new furniture
 - b. Train teachers on the use of new technologies provided for the rooms
 - c. Safety protocols (Revise plans and drills)
 - d. Provide additional handicap parking stalls
 - e. Provide additional parking stalls
 - f. Change entrances and exits to one way for each
 - g. Separate the drive/drop-off isle from the parking isle to provide a safe environment for pedestrians and vehicles
2. Resources needed
 - a. Public education and social media platforms to provide parents and staff with information regarding the changes made to the parking lot (Video)
 - b. Administrators and teachers to monitor the lot during morning and after school hours
 - c. Update the school map
3. Personnel responsible for implementation:
 - a. Administration
 - b. District Maintenances
4. Evaluation
 - a. Evaluate & establish a list of recommended changes for the features of the building, new furniture, and new technologies to ensure they are functional and meeting the needs of the school
 - b. Report on any new traffic and/or pedestrian issues encountered
5. Timeline for implementation: 2018-2019 (ongoing)
6. Budget: District earmarked funds

Physical Environment Objective #2: To increase the understanding of substance abuse and internet safety, and its consequences.

1. Related activities:
 - a. Internet Safety assembly
 - b. Present videos on vaping and substance abuse
 - c. Engage in classroom activities with teachers and counselor
 - d. Red Ribbon Week – Weeklong substance abuse awareness program
 - e. Spirit Days – emphasis on promoting healthy choices regarding substance abuse
 - f. Lunchtime activities to promote healthy choices
2. Resources needed:
 - a. Videos
 - b. Lesson Plans
 - c. Red Ribbon Week materials





**RESCUE UNION SCHOOL DISTRICT
MARINA VILLAGE MIDDLE SCHOOL
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3. Person(s) responsible for implementation:
 - a. Counselor
 - b. Assistant Principal
4. Evaluate:
 - a. Data collected at the end of the school year
 - b. Participation of students in anti-substance abuse program
 - c. Healthy Kids survey
 - d. Discipline records
5. Timeline for implementation: 2018-2019 (ongoing/Emphasis in October)
6. Budget: \$500.00





**RESCUE UNION SCHOOL DISTRICT
MARINA VILLAGE MIDDLE SCHOOL
2018-2019 SAFE SCHOOL PLAN**

APPENDICES

BUDGET

School Climate		
Objective #1 – Behavior Standards	ZAP - \$200 week	\$5600.00
	Mustang of the Week	\$1000.00
Objective #2 – On- Campus Supervision	Radios	\$1500.00
	Intermural Supplies	\$ 800.00
Objective #3 – SEL & Trauma Informed Practice	BDTW	\$3000.00
	Point Break	\$4000.00
	Kickoff assembly	\$ 250.00
	W.E.B.	\$2500.00

Physical Environment		
Objective #1 – Campus Modernization	District Earmarked	\$0
Objective #2 – Healthy choices (internet/substance abuse)	Red Ribbon Week Materials	\$500.00

TOTAL BUDGET	
School Climate	\$18,650.00
Physical Environment	\$500.00
Total	\$19,150.00

Name of School Principal

Signature of School Principal

Date

Name of SSC Chairperson

Signature of SSC Chairperson

Date





RESCUE UNION SCHOOL DISTRICT
MARINA VILLAGE MIDDLE SCHOOL
2018-2019 SAFE SCHOOL PLAN



RESCUE UNION SCHOOL DISTRICT
MARINA VILLAGE MIDDLE SCHOOL
2018-2019 SAFE SCHOOL PLAN

APPENDICES

BUDGET

School Climate		
Objective #1 – Behavior Standards	ZAP - \$200 week	\$5600.00
	Mustang of the Week	\$1000.00
Objective #2 – On- Campus Supervision	Radios	\$1500.00
	Intermural Supplies	\$ 800.00
Objective #3 – SEL & Trauma Informed Practice	BDTW	\$3000.00
	Point Break	\$4000.00
	Kickoff assembly	\$ 250.00
	W.E.B.	\$2500.00

Physical Environment		
Objective #1 – Campus Modernization	District Earmarked	\$0
Objective #2 – Healthy choices (internet/substance abuse)	Red Ribbon Week Materials	\$500.00

TOTAL BUDGET	
School Climate	\$18,650.00
Physical Environment	\$500.00
Total	\$19,150.00

Levi Cambridge
Name of School Principal

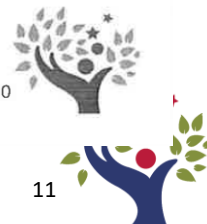

Signature of School Principal

9/17/18
Date

CC Bensley
Name of SSC Chairperson


Signature of SSC Chairperson

9.17.18
Date





**RESCUE UNION SCHOOL DISTRICT
PLEASANT GROVE MIDDLE SCHOOL
2018-2019 SAFE SCHOOL PLAN**

Planning Committee Members

Hope Migliaccio, Principal
Todd McGinnis, Assistant Principal
Lisa Tomasello, School Secretary
Jennifer Washburn, Student Service Secretary
Clara Saguto, Counselor
Wes Younger, Lead Custodian
Natalie Hadden, Librarian
Leslie Halkett, Teacher
Nita Franks, Teacher
Cindi Fackrell, Para-Professional
Kari Fregoso, Parent
Betty Anzini, Student
Dan Anzini, Parent
Isabella Monier, Student





RESCUE UNION SCHOOL DISTRICT
PLEASANT GROVE MIDDLE SCHOOL
2018-2019 SAFE SCHOOL PLAN

Plan Approvals

Principal: Hope Migliaccio

Signature: Hope Migliaccio **Date:** 2/27/19

Superintendent: Cheryl Olson

Signature: Cheryl Olson **Date:** 2/27/19





RESCUE UNION SCHOOL DISTRICT
PLEASANT GROVE MIDDLE SCHOOL
2018-2019 SAFE SCHOOL PLAN

Pleasant Grove Middle School's Mission Statement

Pleasant Grove Middle School, a California Distinguished School, will provide every student with a high standard of academic learning combined with personal and social development in a collaborative, healthy, inclusive, and positive environment. As an AVID (Advancement via Individual Determination) school, Pleasant Grove supports AVID's mission "to close the achievement gap by preparing all students for college (and career) readiness and success in a global society."

Pleasant Grove Middle School's Vision

Pleasant Grove has established a reputation for academic excellence and community pride. The staff maintains high expectations for quality work from students. Parents are seen as an integral part in the education of their students. Each student can expect to be treated fairly, to work and play in a safe environment, to be challenged, and to be properly instructed and evaluated by competent, caring staff. Pleasant Grove staff recognizes that positive behavior and appropriate activities will stimulate a healthy, productive school climate. Regular attendance is expected, which enables students to achieve and develop responsibility and positive, lifelong work habits. Pleasant Grove has several programs to promote a positive climate and help students feel more connected to the school and their community.

A Pleasant Grove Puma is:

Positive
Respectful
Inclusive
Diligent
Engaged

Rescue Union School District Vision Statement

Rescue Union School District is known and respected for quality education programs and prepares students for the ever-changing challenges of society. Rescue students succeed with the active support of families, staff, and community members. Students are literate, self-reliant, respectful citizens who are prepared for the future.





**RESCUE UNION SCHOOL DISTRICT
PLEASANT GROVE MIDDLE SCHOOL
2018-2019 SAFE SCHOOL PLAN**

School Climate

Our goal is to increase the students' sense of belonging to Pleasant Grove and improve campus connectedness.

Pleasant Grove Middle School has a beautiful campus with a great staff and supportive parents who work together to create a positive atmosphere for students. There are many opportunities in place for positive student interactions. Additional steps are taken to enhance the atmosphere and develop campus pride. Existing opportunities include:

- After School Enrichment Classes
- Athletics
- AVID
- Back to School Night/Open House
- Band Concerts
- Battle of the Books
- Big Ideas Online Tutorial
- California Junior Scholastic Federation
- Cyber Safety Presentations for Parents and Students
- ELL Support Throughout the School Day
- End of the Year Rewards/Celebration Activities
- Extra-Curricular Activities
- Honor Roll
- HUB After School Program
- Intervention Aides in classrooms for student support
- Jazz Band
- Lunch Intramurals and Games
- Lunch Tutorial Offerings
- Merit Recovery Program
- Music Boosters
- New Student WEB Orientation/Family Orientation
- New Student/Family Tours
- Parent Education Night
- Positive Behavioral Interventions & Supports (PBIS)
- PTO School Activities
- Puma Pride Awards
- Puma Theater
- School Counseling Program
- School Site Council
- Student Assemblies
- Student Council/Leadership
- Student Leadership and 1st Grade Buddy Class at Green Valley School
- Student of the Trimester Recognition Program
- WEB (Where Everybody Belongs)
- Yard Duty Meetings





RESCUE UNION SCHOOL DISTRICT
PLEASANT GROVE MIDDLE SCHOOL
2018-2019 SAFE SCHOOL PLAN

School Climate Objectives

School Climate Objective #1: Improve on-campus supervision of students.

1. Related activities:
 - a. Reinforce behavior expectations and work with staff to improve supervision of students during lunchtime activities.
 - b. Provide intramural activities during lunchtime.
 - c. Provide ongoing lunchtime training for lunch supervisors.
 - d. Student assemblies to review behavior expectations.
 - e. Counselor and teacher trainings for enforcement of behavior expectations (PBIS).
 - f. Consistent and enforced classroom rules.
2. Resources needed:
 - a. PBIS Team to establish behavior rubric
 - b. Advertisements for yard supervisors and substitutes
 - c. Yard duty supervisor meetings
 - d. Assembly agendas
 - e. Schedule for intramural activities
 - f. Intramural coordinator
3. Person(s) responsible for implementation:
 - a. Administration
 - b. Counselor
 - c. Teachers
 - d. Yard Duty Supervisors
 - e. Intramural Coordinator
4. Timeline for implementation: Ongoing
5. Budget: \$1500.00

Evaluation criteria and timeline: The school Safety Committee will assess the progress of this program throughout the year (Healthy Kids Survey and Site Council Staff and Student Surveys) and make recommendations for improvement. Ongoing





**RESCUE UNION SCHOOL DISTRICT
PLEASANT GROVE MIDDLE SCHOOL
2018-2019 SAFE SCHOOL PLAN**

School Climate Objective #2: Reduce the number of discipline issues.

1. Related activities:
 - a. Pursue effective positive school climate programs and initiatives.
2. Resources needed:
 - a. Training for staff
 - b. Safe and Civil Schools materials
 - c. Common Sense Media activities
 - d. WEB (Where Everyone Belongs)
 - e. Cyber Safety Presentations for students and parents
 - f. School counselor
 - g. Puma Pride
 - h. School Handbook review and implementation
 - i. Substance use education projects run by counselor
 - j. Student Harassment Awareness classes for students
 - k. Students to participate on the Site Council and LCAP Listening Circles to voice opinions on school climate.
 - l. Site Council and staff will review Student Handbook and make recommendations for improvements.
 - m. Vice Principal
 - n. Diversion programs
3. Person(s) responsible for implementation:
 - a. Administration
 - b. School Counselor
 - c. School Safety Committee
 - d. All Staff
4. Timeline for implementation: Ongoing.
5. Budget: \$2,000.00

Evaluation criteria and timeline: The school administration meets daily to review discipline issues, create intervention plans for identified students, and assess needs of school. Ongoing.





RESCUE UNION SCHOOL DISTRICT
PLEASANT GROVE MIDDLE SCHOOL
2018-2019 SAFE SCHOOL PLAN

School Climate Objective #3: Staff will participate in activities regarding student achievement and social development.

1. Related activities:
 - a. Professional development/collaboration days will be offered to provide time for District and Site articulation and training in areas of AVID strategies, academics, social emotional learning, PBIS and Trauma Informed Practices.
 - b. School counselor will run meetings with individual students, groups and whole class presentations.
2. Resources needed:
 - a. Staff Development meeting time
 - b. Classroom space to run counseling groups
 - c. Funds for professional development opportunities
3. Person(s) responsible for implementation:
 - a. Administration
 - b. Counselor
 - c. All Staff: Implementation
4. Timeline for implementation: Ongoing
5. Budget: \$1,000.00

Evaluation criteria and timeline: Administration to evaluate the effectiveness and impact on student safety, success, positive behavior intervention programs and staff training throughout the 2018-19 school year.





**RESCUE UNION SCHOOL DISTRICT
PLEASANT GROVE MIDDLE SCHOOL
2018-2019 SAFE SCHOOL PLAN**

Physical Environment

Our goal is to continue to work with the Rescue District, developers, local, state, and federal agencies to make the campus facilities and grounds safe for students, staff, and visitors.

Pleasant Grove Middle School has a beautiful campus with a great staff and supportive parents who work together to create a positive atmosphere for students. We would like to enhance the safety of the students, staff, visitors and facilities by providing better campus communication, safe facilities and infrastructure, and improved supervision of students. Existing areas of pride include:

- Marquee Announcements
- Eagle Scout and community projects for campus beautification
- Office Bulletin Boards
- Parent Teacher Organization (PTO)
- PTO Fundraising achievements (Installation of refrigerated eater stations).
- School Counseling Program
- School Safety Committee
- Student Council/Leadership
- On site yard supervisors
- Red Ribbon Week Activities
- Student of the Trimester Awards
- Teaching Family Life program
- School Website
- Daily Bulletin
- Parent Link Correspondence
- Greenhouse/garden coordinator





**RESCUE UNION SCHOOL DISTRICT
PLEASANT GROVE MIDDLE SCHOOL
2018-2019 SAFE SCHOOL PLAN**

Physical Environment Objectives

Physical Environment Objective #1: Window Film/Coverings

Related activities: All campus windows/doors, where blinds have not been installed, need to be outfitted with “safety film” or “etching spray” (both substances make the windows non-transparent). The windows can be seen through and therefore are not safe in a “lockdown” situation. Install film/spray on all windows that are accessible to outside intruders.

1. Resources needed:
 - a. Work with RUSD maintenance staff to coordinate this project.
 - b. District funds.
2. Person(s) responsible for implementation:
 - a. Administration: Specify and define problem(s); coordinate with RUSD Maintenance and Operations.
 - b. RUSD Maintenance and Operations: Devise solution(s) to the problem(s) and coordinate contractors for implementation of solution(s)
3. Timeline for implementation: Ongoing (This objective has been in the Safe School Plan for over 4 years).
4. Budget: Unknown

Physical Environment Objective #2: Provide a safe learning environment for all students.

Related activities:

- a. Blacktop cracks and holes repaired when needed.
- b. Tennis courts repaired.
- c. Work orders written to Facilities if repairs need to be made.
- d. Parking lot directional arrows and curbs need to be repainted.

Resources needed:

- a. District funds.
2. Person(s) responsible for implementation:
 - a. Administration: Specify and define problem(s); coordinate with RUSD Maintenance and Operations.
 - b. RUSD Maintenance and Operations: Devise solution(s) to the problem(s) and coordinate contractors for implementation of solution(s)
3. Timeline for implementation: Ongoing
4. Budget: Unknown





**RESCUE UNION SCHOOL DISTRICT
PLEASANT GROVE MIDDLE SCHOOL
2018-2019 SAFE SCHOOL PLAN**

APPENDICES





**RESCUE UNION SCHOOL DISTRICT
RESCUE ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

Planning Committee Members

Dustin Haley, Principal
Craig Dyckma, Lead Custodian
Mary Nugent, Teacher
Marti Zizek, Parent





**RESCUE UNION SCHOOL DISTRICT
RESCUE ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

Plan Approvals

Principal: Dustin Haley

Signature: _____

A handwritten signature in black ink, appearing to be "D Haley", written over a horizontal line.

Date: _____

2/27/2019

Superintendent: Cheryl Olson

Signature: _____

Cheryl Olson

Date: _____

2/27/19





**RESCUE UNION SCHOOL DISTRICT
RESCUE ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

Rescue Elementary School's Mission Statement

At Rescue School we are committed to respecting the similarities and differences of others on our playgrounds, in our classrooms and community. We are dedicated to providing our students an excellent education in a safe, clean, and nurturing environment. We hold high expectations for all students and provide them with the support to meet their full potential.

Rescue Elementary School's Vision Statement

Our vision is to provide a safe environment in which all people learn and receive respect, value, and support. Every student will receive a quality education in partnership with families and the community to be successful meeting challenging and comprehensive standards.

Rescue Elementary School's Safety Mission Statement

In a spirit of teamwork, cooperation and mutual respect, Rescue School will strive to provide a safe, friendly school environment.

Rescue Union School District Vision Statement

Rescue Union School District is known and respected for quality education programs and prepares students for the ever- changing challenges of society. Rescue students succeed with the active support of families, staff, and community members. Students are literate, self-reliant, respectful citizens who are prepared for the future.





**RESCUE UNION SCHOOL DISTRICT
RESCUE ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

School Climate

Our goal is to support the emotional and social development of our students through positive recognition and instruction programs.

We are proud of the warm, welcoming, and positive atmosphere the Rescue community has worked to create and has come to expect. Our desire is to continue to provide non-competitive activities and games at recess. In addition, there is an ongoing need to continue to develop problem solving/problem resolution skills with activities designed to teach and model character. Existing opportunities are:

- Weekly Student Council meetings
- Implementation of the Reach One program
- Weekly Greatness Groups with the school counselor focusing on social emotional learning
- Check-in, Check-out program with Yard Supervisors
- Spirit activities
- Assemblies that focus on anti-bullying techniques and health
- Monthly assemblies that recognize students for academic and social achievement
- Monthly Character Counts instruction and recognition
- Red Ribbon Week program focusing on students learning refusal skills
- Issuance of "Raider Bucks" to students to celebrate good choices
- Teaching Digital Citizenship to students
- Offering of Love and Logic workshop for teachers
- Providing professional development on social emotional learning for staff
- Teaching of Family Life program for 4th grade girls, and 5th grade students





**RESCUE UNION SCHOOL DISTRICT
RESCUE ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

School Climate Objectives

School Climate Objective #1: During the 2018-19 school year, staff will participate in activities regarding student achievement and social development.

1. Related activities:

- a. Professional Development/Collaboration days will be offered to provide time for District and Site articulation and training in areas of student achievement and social emotional learning including PBIS strategies.
- b. School will continue to develop their website that will include webpages for all teachers and other department info for the community.
- c. Yard Supervisors are participating in “Check-in, Check-out” relationships with students during recesses.
- d. School Counselor will run meetings with students individually, in groups, and do whole class presentations.
- e. Kindergarten – 3rd Grade teachers are participating in the “Love and Logic” training in the classroom at EDCOE.
- f. “Comfort Corners” or “Reset Stations” will be implemented in all classrooms (K-5) providing a place for students to reset or regulate their behavior and focus.
- g. Staff will have opportunities to participate in social events sponsored by the site and PTC.

2. Resources needed:

- a. Staff Development meeting time
- b. Staff volunteers for social events
- c. Costs for Comfort Corner Materials
- d. Funds for professional development opportunities

3. Persons responsible:

- a. Principal
- b. Counselor
- c. Staff
- d. Yard Supervisors

4. Timeline: 2018 – 2019 School Year

5. Evaluation criteria:

- a. Log of team meeting dates
- b. Collection of team meeting minutes
- c. Event attendance records
- d. Discipline records
- e. PTC minutes/Treasurer reports
- f. Surveys





**RESCUE UNION SCHOOL DISTRICT
RESCUE ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

School Climate Objective #2: 100% of teachers will collaborate over assessments, teaching units and other student data.

1. Related activities:

- a. Meetings with teachers to make sure standards and curriculum are being taught.
- b. Teachers will meet and collaborate as a grade level across the District and together as a site.
- c. Focus on developing enrichment for students that need to be challenged.
- d. Training will be provided for the new Social Science adoption.
- e. Teachers will receive professional development in GLAD training.
- f. Kindergarten – 3rd grade teachers will receive a release day to collectively plan GLAD units for implementation.
- g. Teachers will analyze their SBAC data and apply the analysis to the planning of their instruction and pacing.
- h. Teachers will complete Social Emotional Development surveys to identify students that would benefit in participating in a “Greatness Group” to providing social emotional skills.
- i. Meetings to review formative and summative assessment data.

2. Resources needed:

- a. Prof. Development Days
- b. Collaboration Days
- c. Assessment Days

3. Persons responsible: Principal and teachers

4. Timeline: 2018 – 2019 School Year

5. Evaluation criteria:

- a. Staff calendars
- b. Staff bulletins
- c. Minutes from staff collaboration sessions
- d. Discussions with Prof. Development Contractors





**RESCUE UNION SCHOOL DISTRICT
RESCUE ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

School Climate Objective #3: 100% of the students performing below standards on progress reports and/or report cards will be offered the opportunity to attend school tutoring and/or receive intervention during the school day.

1. Related activities:

- a. Tutors will be available to work with students on Language Arts and Math skills before or after school Tuesdays through Fridays.
- b. Title I Para educators will be hired to work with leveled reading groups in 1st – 3rd grade and support 4th and 5th grade students in math during the school day on Tuesdays through Thursdays.
- c. Title I Para educators will be hired to work with Kindergarten students and support them in Reading and Math interventions.
- d. Title I students will be placed on a Title I Plan to support their achievement.
- e. Student Study Team meetings will be held as needed to develop a plan of intervention that addresses student achievement concerns.
- f. The Learning Center will work with students supporting them in reading, writing, and mathematics interventions.

2. Resources needed

- a. Money to pay for tutors
- b. Tutoring Schedule
- c. Facilities to hold SST meetings

3. Persons responsible

- a. Principal
- b. Counselor
- c. Teachers
- d. Secretary
- e. Para educators (Tutors)

4. Timeline: 2018 – 2019 School Year

5. Evaluation criteria:

- a. Data collected at the end of each progress report and report card period to see if tutoring improved at risk student's grades.
- b. Teacher's observations about quality of student's work assignments turned in, test scores and the overall success of the tutoring program, grade level coordination and intervention.
- c. SST documentation and monitoring of intervention strategies.





**RESCUE UNION SCHOOL DISTRICT
RESCUE ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

Physical Environment

Our goal is to foster our safe, positive learning environment by increasing connections between/among/within students, staff, and community and the physical facility.

Existing areas of pride include:

- School policies provided in the Parent-Student Handbook
- Reminders of school policies are presented in monthly newsletters and emails blasts
- Office staff trained to assist visitors with volunteer procedures
- Visual stickers and badges make it easy for staff to identify volunteers on campus
- Annual training in safety procedures is provided to staff
- Emergency clipboards and backpacks for classrooms
- Yard Supervisors meetings and trainings regarding facilities use and status
- Provide Chromebooks for students in grades 1 – 5.
- Makerspace STEM lab
- Various PTC physical improvement projects





**RESCUE UNION SCHOOL DISTRICT
RESCUE ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

Physical Environment Objectives

Physical Environment Objective #1: All visitors would follow the visitor log-in procedure. Staff will wear school badges. School will engage in emergency drills for preparation. School will provide supervision for before and after school drop off/pick up.

1. Related activities:

- a. Student-Parent Handbook and parent bulletins will address the visitor sign-in and visitor badge procedure.
- b. Signs will be designed and posted to remind visitors to sign-in at the office.
- c. Yard duty and substitutes will wear badges to identify themselves.
- d. All staff will be trained to direct non-identified visitors off campus and contact the office.
- e. All staff will have similar Rescue badges.
School will conduct monthly emergency drills to practice emergency situational protocols.
- f. Staff members will be assigned to monitor student drop off/pick up in the car line parking lot.
- g. Staff members will be assigned to supervise students on the playground before school beginning at 8:30am.
- h. Staff members will be assigned to monitor students that ride the bus.

2. Resources needed:

- a. Maintained signs
- b. Parent bulletin notices
- c. Log-in binders and visitors badges
- d. Emergency materials (Backpacks) for each classroom/building

3. Persons responsible:

- a. Principal
- b. Staff
- c. Lead Custodian
- d. Secretary

4. Timeline: 2018 – 2019 School Year

5. Evaluation criteria:

- a. Number of visitor log-ins and number of times yard duty staff called office with “stranger on campus” alert.
- b. Monitor drill efficiency and staff debrief.
- c. Community survey data.





**RESCUE UNION SCHOOL DISTRICT
RESCUE ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

- d. Parent bulletin and Parent-Student Handbook is provided in August. Reminders dispersed after each break or when needed.

Physical Environment Objective #2: All students will have an understanding of playground rules and will use equipment and facilities safely.

1. Related Activities:

- a. Teachers and Yard Supervisors will review the rules for playground and equipment use. There will be a “playground” walk on the 1st day of school to visit all stations. Follow up will occur through the year.
- b. Specific areas will be designated on the playground for playing games.
- c. Training will be provided for yard supervisors and monthly meetings will be held to discuss concerns and updates regarding student safety.
- d. Inclement weather schedule will be created to provide alternate activities and locations for students.
- e. Supervision will be provided before, during, and after school to ensure student safety.

2. Resources Needed:

- a. Playground equipment
- b. Funds for monthly meetings

3. Persons Responsible:

- a. Principal
- b. Teachers
- c. Yard Supervisors
- d. Office Staff
- e. Health Office Nurse

4. Timeline: 2018 – 2019 School Year

5. Evaluation Criteria:

- a. Referral logs
- b. Health Office Data
- c. Monthly meeting data
- d. Staff survey data





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Physical Environment Objective #3: The entire school population will be informed of any theft, school damage, graffiti and/or vandalism.

1. Related activities:

- a. Communication will occur after each graffiti incident.
- b. Law enforcement will be notified and pictures will be taken when graffiti occurs.
- c. Graffiti will be removed immediately.

2. Resources needed:

- a. School and parent bulletins
- b. Graffiti removers: sand blaster, graffiti cleaner, and paint.
- c. Budgetary resources to offer rewards for information relating to the graffiti incidents (We Tip).

3. Persons responsible:

- a. Principal
- b. Lead Custodian
- c. Facilities Director
- d. Secretary

4. Timeline: 2018 – 2019 School Year

5. Evaluation criteria and timeline:

- a. Logs of graffiti incidents accompanied by records of removals.





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Physical Environment Objective #4: Provide a safe learning environment for all students.

1. Related activities:

- a. Blacktop cracks and holes repaired when needed.
- b. Class numbers painted to designated line up areas for classes.
- c. Replace several lunch tables.
- d. Reside the backs of portable classrooms.
- e. Work orders written to Facilities if repairs need to be made.

2. Resources needed: District Funds

3. Persons Responsible:

- a. Principal
- b. Assistant Superintendent of Business Services
- c. Facilities Director
- d. Lead Custodian

4. Timeline: 2018 – 2019 School Year

5. Evaluation criteria:

- a. Work order completion.
- b. Assessment of the workmanship over the course of the 2018-19 school year.





**RESCUE UNION SCHOOL DISTRICT
RESCUE ELEMENTARY SCHOOL
2018-2019 SAFE SCHOOL PLAN**

APPENDICES



Appendix

A. School Safety Program	BP/AR 0450
B. Safe Entrance Exit of Students, Parents and Staff	BP 5142
C. Disaster Procedures (SEMS) (NIMS)	
D. Child Abuse Reporting Procedures	BP/AR 5141.4
E. Rules and Procedures on School Discipline	BP/AR 5144
F. Suspension and Expulsion Policies	BP/AR 5144.1 AR/5144.2
G. Firearms on School Grounds	BP 3515.7
H. Gang Affiliation and Activity	BP/AR 5136
I. Sexual Harassment Policy	BP/AR 5145.7
J. Notifying Teachers of Dangerous Pupils	BP/AR 4158
K. Hate-Motivated Behavior	BP 5145.9
L. Dress and Grooming	BP/AR 5132

Rescue Union ESD

Board Policy

Comprehensive Safety Plan

BP 0450

Philosophy, Goals, Objectives and Comprehensive Plans

The Governing Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 3515 - Campus Security)
(cf. 3515.2 - Disruptions)
(cf. 3515.3 - District Police/Security Department)
(cf. 3515.7 - Firearms on School Grounds)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5131.4 - Student Disturbances)
(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5136 - Gangs)
(cf. 5137 - Positive School Climate)
(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

The school site council at each district school shall develop a comprehensive school safety plan relevant to the needs and resources of that particular school. New school campuses shall develop a safety plan within one year of initiating operations. (Education Code 32281, 32286)

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)

The school safety plan shall take into account the school's staffing, available resources, and building design, as well as other factors unique to the site.

The comprehensive safety plan(s) shall be reviewed and updated by March 1 of each year and forwarded to the Board for approval. (Education Code 32286, 32288)

The Board shall review the comprehensive safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation and shall approve the plan(s) at a regularly scheduled meeting.

(cf. 0500 - Accountability)

(cf. 9320 - Meetings and Notices)

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

Tactical Response Plan

Notwithstanding the process described above, any portion of a comprehensive safety plan that includes tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, including steps to be taken to safeguard students and staff, secure the affected school premises, and apprehend the criminal perpetrator(s), shall be developed by district administrators in accordance with Education Code 32281. In developing such strategies, district administrators shall consult with law enforcement officials and with a representative of an employee bargaining unit, if he/she chooses to participate.

When reviewing the tactical response plan, the Board may meet in closed session to confer with law enforcement officials, provided that any vote to approve the tactical response plan is announced in open session following the closed session. (Education Code 32281)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

Public Access to Safety Plan(s)

The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282)

(cf. 1340 - Access to District Records)

However, those portions of the comprehensive safety plan that include tactical responses to criminal incidents shall not be publicly disclosed.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32260-32262 Interagency School Safety Demonstration Act of 1985

32270 School safety cadre

32280-32289 School safety plans

32290 Safety devices

35147 School site councils and advisory committees

35183 School dress code; uniforms

35291 Rules
 35291.5 School-adopted discipline rules
 35294.10-35294.15 School Safety and Violence Prevention Act
 48900-48927 Suspension and expulsion
 48950 Speech and other communication
 49079 Notification to teacher; student act constituting grounds for suspension or expulsion
 67381 Violent crime
PENAL CODE
 422.55 Definition of hate crime
 626.8 Disruptions
 11164-11174.3 Child Abuse and Neglect Reporting Act
CALIFORNIA CONSTITUTION
 Article 1, Section 28(c) Right to Safe Schools
CODE OF REGULATIONS, TITLE 5
 11987-11987.7 School Community Violence Prevention Program requirements
 11992-11993 Definition, persistently dangerous schools
UNITED STATES CODE, TITLE 20
 7111-7122 Student Support and Academic Enrichment Grants
 7912 Transfers from persistently dangerous schools
UNITED STATES CODE, TITLE 42
 12101-12213 Americans with Disabilities Act

Management Resources:

CSBA PUBLICATIONS
Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016
Safe Schools: Strategies for Governing Boards to Ensure Student Success, October 2011
Community Schools: Partnerships Supporting Students, Families and Communities, Policy Brief, October 2010
Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2010
Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Safe Schools: A Planning Guide for Action, 2002
FEDERAL BUREAU OF INVESTIGATION PUBLICATIONS
Uniform Crime Reporting Handbook, 2004
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Practical Information on Crisis Planning: A Guide for Schools and Communities, January 2007
U.S. SECRET SERVICE AND U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates, 2004
WEB SITES
 CSBA: <http://www.csba.org>
 California Department of Education, Safe Schools: <http://www.cde.ca.gov/lr/ss>
 California Governor's Office of Emergency Services: <http://www.caloes.ca.gov>
 California Healthy Kids Survey: <http://chks.wested.org>
 Centers for Disease Control and Prevention: <http://www.cdc.gov/ViolencePrevention>
 Federal Bureau of Investigation: <http://www.fbi.gov>
 National Center for Crisis Management: <http://www.schoolcrisisresponse.com>
 National School Safety Center: <http://www.schoolsafety.us>
 U.S. Department of Education: <http://www.ed.gov>
 U.S. Secret Service, National Threat Assessment Center: <http://www.secretservice.gov/protection/ntac>

Policy
 adopted: September 2004
 revised : January 24, 2017

RESCUE UNION SCHOOL DISTRICT
 Rescue, California

Rescue Union ESD

Administrative Regulation

Comprehensive Safety Plan

AR 0450

Philosophy, Goals, Objectives and Comprehensive Plans

Development and Review of Comprehensive School Safety Plan

The school site council shall consult with local law enforcement in the writing and development of the comprehensive school safety plan. When practical, the school site council also shall consult with other school site councils and safety committees. (Education Code 32281, 32282)

(cf. 0420 - School Plans/Site Councils)

The school site council may delegate the responsibility for developing a comprehensive safety plan to a school safety planning committee composed of the following members: (Education Code 32281)

1. The principal or designee
2. One teacher who is a representative of the recognized certificated employee organization
3. One parent/guardian whose child attends the school
4. One classified employee who is a representative of the recognized classified employee organization
5. Other members, if desired

(cf. 1220 - Citizen Advisory Committees)

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

Before adopting the comprehensive safety plan, the school site council or school safety planning committee shall hold a public meeting at the school in order to allow members of the public the opportunity to express an opinion about the plan. (Education Code 32288)

The school site council or safety planning committee shall notify, in writing, the following persons and entities of the public meeting: (Education Code 32288)

1. The local mayor
2. A representative of the local school employee organization

3. A representative of each parent organization at the school, including the parent teacher association and parent teacher clubs

(cf. 1230 - School-Connected Organizations)

4. A representative of each teacher organization at the school

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

5. A representative of the school's student body government
6. All persons who have indicated that they want to be notified

In addition, the school site council or safety planning committee may notify, in writing, the following entities of the public meeting: (Education Code 32288)

1. Representatives of local religious organizations
2. Local civic leaders
3. Local business organizations

(cf. 1700 - Relations Between Private Industry and the Schools)

Content of the Safety Plan

Each comprehensive safety plan shall include an assessment of the current status of any crime committed on campus and at school-related functions. (Education Code 32282)

The assessment may include, but not be limited to, reports of crime, suspension and expulsion rates, and surveys of students, parents/guardians, and staff regarding their perceptions of school safety.

(cf. 0500 - Accountability)

(cf. 0510 - School Accountability Report Card)

The plan also shall identify appropriate strategies and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety, including all of the following: (Education Code 32282)

1. Child abuse reporting procedures consistent with Penal Code 11164

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Routine and emergency disaster procedures including, but not limited to:

- a. Adaptations for students with disabilities in accordance with the Americans with Disabilities Act

(cf. 6159 - Individualized Education Program)

- b. An earthquake emergency procedure system in accordance with Education Code 32282

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 3516.3 - Earthquake Emergency Procedure System)

- c. A procedure to allow public agencies, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

(cf. 1330 - Use of School Facilities)

(cf. 3516.1 - Fire Drills and Fires)

(cf. 3516.2 - Bomb Threats)

(cf. 3516.5 - Emergency Schedules)

(cf. 3543 - Transportation Safety and Emergencies)

3. Policies pursuant to Education Code 48915(d) for students who commit an act listed in Education Code 48915(c) and other school-designated serious acts which would lead to suspension, expulsion, or mandatory expulsion recommendations

(cf. 5131.7 - Weapons and Dangerous Instruments)

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

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

4. Procedures to notify teachers of dangerous students pursuant to Education Code 49079

(cf. 4158/4258/4358 - Employee Security)

5. A policy consistent with the prohibition against discrimination, harassment, intimidation, and bullying pursuant to Education Code 200-262.4

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

(cf. 1312.3 - Uniform Complaint Procedures)

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

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

6. If the school has adopted a dress code prohibiting students from wearing "gang-related apparel" pursuant to Education Code 35183, the provisions of that dress code and the definition of "gang-related apparel"

(cf. 5132 - Dress and Grooming)

7. Procedures for safe ingress and egress of students, parents/guardians, and employees to and from school

(cf. 5142 - Safety)

8. A safe and orderly school environment conducive to learning

(cf. 5137 - Positive School Climate)

9. The rules and procedures on school discipline adopted pursuant to Education Code 35291 and 35291.5

(cf. 5144 - Discipline)

Among the strategies for providing a safe environment, the school safety plan may also include:

1. Development of a positive school climate that promotes respect for diversity, personal and social responsibility, effective interpersonal and communication skills, self-esteem, anger management, and conflict resolution

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

2. Disciplinary policies and procedures that contain prevention strategies, such as strategies to prevent bullying, hazing, and cyberbullying, as well as behavioral expectations and consequences for violations

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5131 - Conduct)

3. Curriculum that emphasizes prevention and alternatives to violence, such as multicultural education, character/values education, media analysis skills, conflict resolution, community service learning, and education related to the prevention of dating violence

(cf. 6142.3 - Civic Education)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6142.8 - Comprehensive Health Education)

4. Parent involvement strategies, including strategies to help ensure parent/guardian support and reinforcement of the school's rules and increase the number of adults on campus

(cf. 1240 - Volunteer Assistance)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

5. Prevention and intervention strategies related to the sale or use of drugs and alcohol which shall reflect expectations for drug-free schools and support for recovering students

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.61 - Drug Testing)

(cf. 5131.62 - Tobacco)

(cf. 5131.63 - Steroids)

6. Collaborative relationships among the city, county, community agencies, local law enforcement, the judicial system, and the schools that lead to the development of a set of common goals and community strategies for violence prevention instruction

(cf. 1020 - Youth Services)

7. District policy related to possession of firearms and ammunition on school grounds

(cf. 3515.7 - Firearms on School Grounds)

8. Measures to prevent or minimize the influence of gangs on campus

(cf. 5136 - Gangs)

9. Procedures for receiving verification from law enforcement when a violent crime has occurred on school grounds and for promptly notifying parents/guardians and employees of that crime

(cf. 5116.1 - Intradistrict Open Enrollment)

10. Assessment of the school's physical environment, including a risk management analysis and development of ground security measures such as procedures for closing campuses to outsiders, installing surveillance systems, securing the campus perimeter, protecting buildings against vandalism, and providing for a law enforcement presence on campus

(cf. 1250 - Visitors/Outsiders)

(cf. 3515 - Campus Security)

(cf. 3515.3 - District Police/Security Department)

(cf. 3530 - Risk Management/Insurance)

(cf. 5112.5 - Open/Closed Campus)

(cf. 5131.5 - Vandalism and Graffiti)

11. Guidelines for the roles and responsibilities of mental health professionals, community intervention professionals, school counselors, school resource officers, and police officers on school campuses. Guidelines may include, but are not limited to, the following:

- a. Strategies to create and maintain a positive school climate, promote school safety, and increase student achievement
- b. Strategies to prioritize mental health and intervention services, restorative and transformative justice programs, and positive behavior interventions and support

- c. Protocols to address the mental health care of students who have witnessed a violent act at any time, including, but not limited to, while on school grounds, while coming or going from school, during a lunch period whether on or off campus, or during or while going to or coming from a school-sponsored activity

12. Strategies for suicide prevention and intervention

(cf. 5141.52 - Suicide Prevention)

13. Procedures to implement when a person interferes with or disrupts a school activity, remains on campus after having been asked to leave, or creates a disruption with the intent to threaten the immediate physical safety of students or staff

(cf. 3515.2 - Disruptions)

14. Crisis prevention and intervention strategies, which may include the following:

- a. Identification of possible crises that may occur, determination of necessary tasks that need to be addressed, and development of procedures relative to each crisis, including the involvement of law enforcement and other public safety agencies as appropriate

(cf. 3515.5 - Sex Offender Notification)

(cf. 5131.4 - Student Disturbances)

- b. Threat assessment strategies to determine the credibility and seriousness of a threat and provide appropriate interventions for the potential offender(s)
- c. Assignment of staff members responsible for each identified task and procedure
- d. Development of an evacuation plan based on an assessment of buildings and grounds and opportunities for students and staff to practice the evacuation plan
- e. Coordination of communication to schools, Governing Board members, parents/guardians, and the media

(cf. 1112 - Media Relations)

(cf. 9010 - Public Statements)

- f. Development of a method for the reporting of violent incidents
- g. Development of follow-up procedures that may be required after a crisis has occurred, such as counseling

15. Staff development in violence prevention and intervention techniques, including preparation to implement the elements of the safety plan

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

16. Environmental safety strategies, including, but not limited to, procedures for preventing and mitigating exposure to toxic pesticides, lead, asbestos, vehicle emissions, and other hazardous substances and contaminants

(cf. 3510 - Green School Operations)

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

(cf. 3514.2 - Integrated Pest Management)

Regulation

approved: September 2004

revised: January 24, 2017

RESCUE UNION SCHOOL DISTRICT

Rescue, California

Rescue Union ESD

Board Policy

Safety

BP 5142

Students

The Governing Board recognizes the importance of providing a safe school environment in order to help ensure student safety and the prevention of student injury. The Superintendent or designee shall implement appropriate practices to minimize the risk of harm to students, including practices relative to school facilities and equipment, outdoor environment, educational programs and school-sponsored activities.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3320 - Claims and Actions Against the District)
(cf. 3514 - Environmental Safety)
(cf. 3514.1 - Hazardous Substances)
(cf. 3514.2 - Integrated Pest Management)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3530 - Risk Management/Insurance)
(cf. 3542 - School Bus Drivers)
(cf. 3543 - Transportation Safety and Emergencies)
(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)
(cf. 4119.43/4219.43/4319.43 - Universal Precautions)
(cf. 5131 - Conduct)
(cf. 5131.1 - Bus Conduct)
(cf. 5141 - Health Care and Emergencies)
(cf. 5141.1 - Accidents)
(cf. 5142.1 - Identification and Reporting of Missing Children)
(cf. 5142.2 - Crossing Guards)
(cf. 5143 - Insurance)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 6145.2 - Athletic Competition)
(cf. 6161.3 - Toxic Art Supplies)
(cf. 7111- Evaluating Existing Buildings)

Staff shall be responsible for the proper supervision of students during school hours, while at school-sponsored activities and while students are using district transportation to and from school.

The principal or designee shall establish school rules for the safe and appropriate use of school equipment and materials and for student conduct consistent with law, Board policy and administrative regulation. Copies of the rules shall be sent to parents/guardians and be readily available at the school at all times.

The Superintendent or designee shall ensure that students receive appropriate instruction on topics related to safety, injury prevention and disease prevention.

Legal Reference:

EDUCATION CODE

8482-8484.6 After School Education and Safety Program
17280-17317 Building approvals (Field Act)
17365-17374 Fitness of school facilities for occupancy
32001 Fire alarms and drills
32020 School gates; entrances for emergency vehicles
32030-32034 Eye safety
32040 First aid equipment
32225-32226 Two-way communication devices in classrooms
32240-32245 Lead-free schools
32250-32254 CDE school safety and security resources unit
32280-32289 Safety plans
44807 Duty of teachers concerning conduct of students
44808 Exemption from liability when students are not on school property
44808.5 Permission for students to leave school grounds; notice (high school)
45450-45451 Crossing guards
48900 Hazing
49300-49307 School safety patrol
49330-49335 Injurious objects
49341 Hazardous materials in school science laboratories
51202 Instruction in personal and public health and safety

GOVERNMENT CODE

810-996.6 California Tort Claims Act

HEALTH AND SAFETY CODE

115725-115735 Playground safety
115775-115800 Wooden playground equipment
115810-115816 Playground safety and recycling grants

PENAL CODE

245.6 Hazing

PUBLIC RESOURCES CODE

5411 Purchase of equipment usable by physically disabled persons

VEHICLE CODE

21100 Rules and regulations; crossing guards
21212 Use of helmets
42200 Fines and forfeitures, disposition by cities
42201 Fines and forfeitures, disposition by counties

CODE OF REGULATIONS, TITLE 5

202 Exclusion of students with a contagious disease
570-576 School safety patrols

5531 Supervision of social activities
5552 Playground supervision
5570 When school shall be open and teachers present
14103 Bus driver; authority over pupils

COURT DECISIONS

Wiener v. Southcoast Childcare Centers, (2004) 32 Cal.4th 1138
Kahn v. East Side Union High School District, (2003) 31 Cal.4th 990
Hoyem v. Manhattan Beach City School District, (1978) 22 Cal. 3d 508
Dailey v. Los Angeles Unified School District, (1970) 2 Cal 3d 741

Management Resources:

AMERICAN SOCIETY FOR TESTING AND MATERIALS

F 1487-05, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, 2005

U.S. CONSUMER PRODUCT SAFETY COMMISSION PUBLICATIONS

Handbook for Public Playground Safety, Pub. No. 325, 1994, rev. 1997

WEB SITES

American Society for Testing and Materials: <http://www.astm.org>
California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lss/>
California Department of Public Health: <http://www.cdph.ca.gov>
Centers for Disease Control and Prevention: <http://www.cdc.gov>
Environmental Protection Agency: <http://www.epa.gov>
U.S. Consumer Product Safety Commission: <http://www.cpsc.gov>
U.S. Department of Education, Safe Schools:
<http://www.ed.gov/about/offices/list/osep/gtss.html>

Policy RESCUE UNION SCHOOL DISTRICT
adopted: September 2004 Rescue, California



RESCUE UNION SCHOOL DISTRICT

"Educating for the Future Together"

2390 Bass Lake Road • Rescue, CA 95672

(530) 677-4461 • FAX (530) 677-0719

www.rescueusd.org

Emergency Preparedness Plan and Procedures

Rescue Union School District has developed and regularly updates our plan and procedures in conjunction with El Dorado County Sheriff's Office of Emergency Services (OES) and local fire departments.

Our Emergency Preparedness Plan and procedures are reviewed regularly with staff and students. Our plan and procedures for Earthquake, Fire, Evacuation, Shelter in Place and Lockdown are practiced district wide on a regular basis throughout the school year.

In efforts to keep our students safe during an emergency, we do not publicize our emergency response or procedures to the general public.

Rescue Union ESD

Board Policy

Child Abuse Prevention And Reporting

BP 5141.4

Students

Child Abuse Reporting Procedures

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

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

(cf. 1020 - Youth Services)

(cf. 5141.6 - School Health Services)

(cf. 6164.2 - Guidance/Counseling Services)

Child Abuse Prevention

The district's instructional program shall include age-appropriate and culturally sensitive child abuse prevention curriculum. This curriculum shall explain students' right to live free of abuse, include instruction in the skills and techniques needed to identify unsafe situations and react appropriately and promptly, inform students of available support resources, and teach students how to obtain help and disclose incidents of abuse.

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6143 - Courses of Study)

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

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

Child Abuse Reporting

The Superintendent or designee shall establish procedures for the identification and reporting of

known and suspected child abuse and neglect in accordance with law.

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

(cf. 5145.7 - Sexual Harassment)

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

(cf. 0450 - Comprehensive Safety Plan)

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

The Superintendent or designee shall provide training regarding the duties of mandated reporters.

Legal Reference:

EDUCATION CODE

32280-32288 Comprehensive school safety plans

33195 Heritage schools, mandated reporters

33308.1 Guidelines on procedure for filing child abuse complaints

44252 Teacher credentialing

44691 Staff development in the detection of child abuse and neglect

44807 Duty concerning conduct of students

48906 Notification when student released to peace officer

48987 Dissemination of reporting guidelines to parents

49001 Prohibition of corporal punishment

51220.5 Parenting skills education

51900.6 Sexual abuse and sexual assault awareness and prevention

PENAL CODE

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

273a Willful cruelty or unjustifiable punishment of child; endangering life or health

288 Definition of lewd or lascivious act requiring reporting

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

15630-15637 Dependent adult abuse reporting

CODE OF REGULATIONS, TITLE 5

4650 Filing complaints with CDE, special education students

UNITED STATES CODE, TITLE 42

11434a McKinney-Vento Homeless Assistance Act; definitions

COURT DECISIONS

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

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

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

Health Framework for California Public Schools, Kindergarten Through Grade Twelve

WEB SITES

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

http://www.ag.ca.gov/childabuse/pdf/ss_8572.pdf

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

California Department of Social Services, Children and Family Services Division:

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

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

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

Policy RESCUE UNION SCHOOL DISTRICT

adopted: March 2003 Rescue, California

revised: October 10, 2017

Rescue Union ESD

Administrative Regulation

Child Abuse Prevention And Reporting

AR 5141.4
Students

Definitions

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

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

(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 5145.7 - Sexual Harassment)

Child abuse or neglect does not include:

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

(cf. 3515.3 - District Police/Security Department)

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

himself/herself, or to obtain weapons or other dangerous objects within the control of a student (Education Code 49001)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5144 - Discipline)

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

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

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145.2 - Athletic Competition)

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

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

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

Reportable Offenses

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

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

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

Responsibility for Reporting

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

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

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

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

(cf. 1240 - Volunteer Assistance)

Reporting Procedures

1. Initial Telephone Report

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

El Dorado County Child Protective Services
Department of Human Services - Social Services Division
3057 Briw Road, Suite A
Placerville, CA 95667
Hotline (24 Hour) 530-642-7100

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

2. Written Report

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

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

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

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

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

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

3. Internal Reporting

The mandated reporter shall not be required to disclose his/her identity to his/her supervisor, the principal, or the Superintendent or designee. (Penal Code 11166)

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

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

Reporting the information to an employer, supervisor, principal, school counselor, co-worker, or other person shall not be a substitute for making a mandated report to the appropriate

agency. (Penal Code 11166)

Training

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

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

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

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

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

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

Victim Interviews by Social Services

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

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

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable him/her to be as comfortable as possible.

2. The selected person shall not participate in the interview.
3. The selected person shall not discuss the facts or circumstances of the case with the child.
4. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5.

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

Release of Child to Peace Officer

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

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

Parent/Guardian Complaints

Upon request, the Superintendent or designee shall provide parents/guardians with procedures for reporting suspected child abuse occurring at a school site to appropriate agencies. For parents/guardians whose primary language is not English, such procedures shall be in their primary language and, when communicating orally regarding those procedures, an interpreter shall be provided.

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

(cf. 1312.1 - Complaints Concerning District Employees)

In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education pursuant to 5 CCR 4650.

(cf. 1312.3 - Uniform Complaint Procedures)

Notifications

The Superintendent or designee shall provide to all new employees who are mandated reporters a statement that informs them of their status as mandated reporters, their reporting obligations

under Penal Code 11166, and their confidentiality rights under Penal Code 11167. The district also shall provide these new employees with a copy of Penal Code 11165.7, 11166, and 11167. (Penal Code 11165.7, 11166.5)

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

Before beginning employment, any person who will be a mandated reporter by virtue of his/her position shall sign a statement indicating that he/she has knowledge of the reporting obligations under Penal Code 11166 and will comply with those provisions. The signed statement shall be retained by the Superintendent or designee. (Penal Code 11166.5)

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

The Superintendent or designee also shall notify all employees that:

1. A mandated reporter who reports a known or suspected instance of child abuse or neglect shall not be held civilly or criminally liable for making a report and this immunity shall apply even if the mandated reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of his/her professional capacity or outside the scope of his/her employment. Any other person making a report shall not incur civil or criminal liability unless it can be proven that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11172)
2. If a mandated reporter fails to timely report an incident of known or reasonably suspected child abuse or neglect, he/she may be guilty of a crime punishable by a fine and/or imprisonment. (Penal Code 11166)
3. No employee shall be subject to any sanction by the district for making a report unless it can be shown that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11166)

Regulation RESCUE UNION SCHOOL DISTRICT
approved: September 2004 Rescue, California
revised: August 2011
revised: October 10, 2017

Rescue Union ESD

Board Policy

Discipline

BP 5144

Students

In addition, the U.S. Department of Justice's Civil Rights Division and the U.S. Department of Education's Office for Civil Rights (OCR), in their joint January 2014 Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, state that studies have suggested a correlation between exclusionary discipline policies and practices (such as suspension and expulsion) and an array of serious educational, economic, and social problems, including school avoidance, diminished educational engagement, decreased academic achievement, increased behavior problems, and increased likelihood of dropping out, substance abuse, and involvement with the juvenile justice system. Consequently, they recommend that districts adopt alternative disciplinary measures that provide students with appropriate interventions and supports as a means for preventing and addressing student misbehavior.

The Governing Board is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and to preparing students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 6020 - Parent Involvement)

The Superintendent or designee shall develop effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 6164.2 - Guidance/Counseling Services)

In addition, the Superintendent or designee's strategies for correcting student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6159.4 - Behavioral Interventions for Special Education Students)
(cf. 6164.5 - Student Success Teams)

School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3551 - Food Service Operations/Cafeteria Fund)
(cf. 3553 - Free and Reduced Price Meals)

The Superintendent or designee shall create a model discipline matrix that lists violations and the consequences for each as allowed by law.

The administrative staff at each school may develop disciplinary rules to meet the school's particular needs consistent with law, Board policy, and district regulations. The Board, at an open meeting, shall review the approved school discipline rules for consistency with Board policy and state law. Site-level disciplinary rules shall be included in the district's comprehensive safety plan. (Education Code 32282, 35291.5)

(cf. 0450 - Comprehensive Safety Plan)
(cf. 9320 - Meetings and Notices)

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively implement the disciplinary strategies adopted for district schools, including, but not limited to, consistent school and classroom management skills, effective accountability and positive intervention techniques, and development of strong, cooperative relationships with parents/guardians.

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

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

(cf. 0460 - Local Control and Accountability Plan)
(cf. 3100 - Budget)

At the beginning of each school year, the Superintendent or designee shall report to the Board regarding disciplinary strategies used in district schools in the immediately preceding school year and their effect on student learning.

Legal Reference:

EDUCATION CODE

32280-32288 School safety plans
35146 Closed sessions
35291 Rules
35291.5-35291.7 School-adopted discipline rules
37223 Weekend classes
44807.5 Restriction from recess
48900-48926 Suspension and expulsion
48980-48985 Notification of parent/guardian
49330-49335 Injurious objects
49550-49562 Meals for needy students
52060-52077 Local control and accountability plan

CIVIL CODE

1714.1 Parental liability for child's misconduct

CODE OF REGULATIONS, TITLE 5

307 Participation in school activities until departure of bus
353 Detention after school

UNITED STATES CODE, TITLE 42

1751-1769j School Lunch Program
1773 School Breakfast Program

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Maximizing Opportunities for Physical Activity during the School Day, Fact Sheet, 2009

CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIES

Classroom Management: A California Resource Guide for Teachers and Administrators of Elementary and Secondary Schools, 2000

STATE BOARD OF EDUCATION POLICIES

01-02 School Safety, Discipline, and Attendance, March 2001

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

WEB SITES

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

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

Public Counsel: <http://www.fixschooldiscipline.org>

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

Policy RESCUE UNION SCHOOL DISTRICT

adopted: February 26, 2013 Rescue, California

revised: October 7, 2014

revised: April 10, 2018

Rescue Union ESD

Administrative Regulation

Discipline

AR 5144

Students

Site-Level Rules

Site-level rules shall be consistent with district policies and administrative regulations. In developing site-level disciplinary rules, the principal or designee shall solicit the participation, views, and advice of one representative selected by each of the following groups: (Education Code 35291.5)

1. Parents/guardians
2. Teachers
3. School administrators
4. School security personnel, if any

(cf. 3515.3 - District Police/Security Department)

Annually, site-level discipline rules shall be reviewed and, if necessary, updated to align with any changes in district discipline policies or goals for school safety and climate as specified in the district's local control and accountability plan. A copy of the rules shall be filed with the Superintendent or designee for inclusion in the comprehensive safety plan.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)

School rules shall be communicated to students clearly and in an age-appropriate manner.

It shall be the duty of each employee of the school to enforce the school rules on student discipline. (Education Code 35291)

Disciplinary Strategies

To the extent possible, staff shall use disciplinary strategies that keep students in school and participating in the instructional program. Except when a student's presence causes a danger to himself/herself or others or he/she commits a single act of a grave nature or an offense for which suspension or expulsion is required by law, suspension or expulsion shall be used only when other means of correction have failed to bring about proper conduct. Disciplinary strategies may include, but are not limited to:

1. Discussion or conference between school staff and the student and his/her parents/guardians

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

2. Referral of the student to the school counselor or other school support service personnel for case management and counseling

(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 6164.2 - Guidance/Counseling Services)

3. Convening of a study team, guidance team, resource panel, or other intervention-related team to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and his/her parents/guardians

(cf. 6164.5 - Student Success Teams)

4. When applicable, referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program or a Section 504 plan

(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education under Section 504)

5. Enrollment in a program for teaching prosocial behavior or anger management

6. Participation in a restorative justice program

7. A positive behavior support approach with tiered interventions that occur during the school day on campus

8. Participation in a social and emotional learning program that teaches students the ability to understand and manage emotions, develop caring and concern for others, make responsible decisions, establish positive relationships, and handle challenging situations capably

9. Participation in a program that is sensitive to the traumas experienced by students, focuses on students' behavioral health needs, and addresses those needs in a proactive manner

10. After-school programs that address specific behavioral issues or expose students to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups

(cf. 5148.2 - Before/After School Programs)

11. Recess restriction as provided in the section below entitled "Recess Restriction"
12. Detention after school hours as provided in the section below entitled "Detention After School"
13. Community service as provided in the section below entitled "Community Service"
14. In accordance with Board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities

(cf. 6145 - Extracurricular/Cocurricular Activities)

15. Reassignment to an alternative educational environment

(cf. 6158 - Independent Study)

(cf. 6181 - Alternative Schools/Programs of Choice)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

16. Suspension and expulsion in accordance with law, Board policy, and administrative regulation

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

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

When, by law or district policy, other means of correction are required to be implemented before a student could be suspended or expelled, any other means of correction implemented shall be documented and retained in the student's records. (Education Code 48900.5)

(cf. 5125 - Student Records)

Recess Restriction

A teacher may restrict a student's recess time only when he/she believes that this action is the most effective way to bring about improved behavior. When recess restriction may involve the withholding of physical activity from a student, the teacher shall try other disciplinary measures before imposing the restriction. Recess restriction shall be subject to the following conditions:

1. The student shall be given adequate time to use the restroom and get a drink or eat lunch, as appropriate.
2. The student shall remain under a certificated employee's supervision during the period of restriction.
3. Teachers shall inform the principal of any recess restrictions they impose.

(cf. 5030 - Student Wellness)
(cf. 6142.7 - Physical Education and Activity)

Detention After School

Students may be detained for disciplinary reasons up to one hour after the close of the maximum school day. (5 CCR 353)

If a student will miss his/her school bus on account of being detained after school, or if the student is not transported by school bus, the principal or designee shall notify parents/guardians of the detention at least one day in advance so that alternative transportation arrangements may be made. The student shall not be detained unless the principal or designee notifies the parent/guardian.

In cases where the school bus departs more than one hour after the end of the school day, students may be detained until the bus departs. (5 CCR 307, 353)

Students shall remain under the supervision of a certificated employee during the period of detention.

Students may be offered the choice of serving their detention on Saturday rather than after school.

(cf. 6176 - Weekend/Saturday Classes)

Community Service

As part of or instead of disciplinary action, the Board, Superintendent, principal, or principal's designee may, at his/her discretion, require a student to perform community service during nonschool hours on school grounds or, with written permission of the student's parent/guardian, off school grounds. Such service may include, but is not limited to, community or school outdoor beautification, campus betterment, and teacher, peer, or youth assistance programs. (Education Code 48900.6)

This community service option is not available for a student who has been suspended, pending expulsion, pursuant to Education Code 48915. However, if the recommended expulsion is not implemented or the expulsion itself is suspended, then the student may be required to perform community service for the resulting suspension. (Education Code 48900.6)

Notice to Parents/Guardians and Students

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians, in writing, about the availability of district rules related to discipline. (Education Code 35291, 48980)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall also provide written notice of disciplinary rules to transfer

students at the time of their enrollment in the district.

Regulation RESCUE UNION SCHOOL DISTRICT

approved: September 2004 Rescue, California

revised: February 26, 2013

revised: October 7, 2014

Rescue Union ESD

Board Policy

Suspension And Expulsion/Due Process

BP 5144.1

Students

Pursuant to Education Code 48900.5, a district is not authorized to suspend a student for certain specified violations unless the student has been subjected to other means of correction which have failed to bring about proper conduct. Such other means of correction include, but are not limited to, conferences between school personnel and the student and his/her parents/guardians; use of study, guidance, or other intervention teams to develop a plan to address the behavior in partnership with the student; and participation in a restorative justice program. For further information about specific disciplinary strategies, including alternatives to class or school removals, see BP/AR 5144 - Discipline. Education Code 48900.5 authorizes a district to document in a student's records the alternative means of correction used to address the student's behavior. Furthermore, when a student is being suspended by the Superintendent, principal, or designee, Education Code 48911, as amended by AB 667 (Ch. 445, Statutes of 2017), requires that the student be informed, during the informal conference that precedes the suspension, of the other means of correction that were attempted before the suspension.

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5131.2 - Bullying)

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school

3. During the lunch period, whether on or off the school campus

(cf. 5112.5 - Open/Closed Campus)

4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

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

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-8" of the accompanying administrative regulation, or when his/her presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

(cf. 1020 - Youth Services)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.5 - Student Success Teams)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

No student in grades K-3 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school

grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence

(cf. 5131.7 - Weapons and Dangerous Instruments)

2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation under "Grounds for Suspension and Expulsion: Grades K-8" and "Additional Grounds for Suspension and Expulsion: Grades 4-8," the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in an open session of a Board meeting.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

(cf. 5119 - Students Expelled from Other Districts)

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

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall annually present to the Board a report of the outcome data which the district is required to collect pursuant to Education Code 48900.8 and 48916.1, including the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

(cf. 0460 - Local Control and Accountability Plan)

Legal Reference:

EDUCATION CODE

212.5 Sexual harassment

233 Hate violence

1981-1981.5 Enrollment of students in community school

17292.5 Program for expelled students

32261 Interagency School Safety Demonstration Act of 1985

35145 Open board meetings

35146 Closed sessions (regarding suspensions)

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48645.5 Readmission; contact with juvenile justice system

48660-48666 Community day schools

48853.5 Foster youth

48900-48927 Suspension and expulsion

48950 Speech and other communication

48980 Parental notifications

49073-49079 Privacy of student records

52052 Numerically significant student subgroups

52060-52077 Local control and accountability plan

CIVIL CODE

47 Privileged communication

48.8 Defamation liability

CODE OF CIVIL PROCEDURE

1985-1997 Subpoenas; means of production

GOVERNMENT CODE

11455.20 Contempt

54950-54963 Ralph M. Brown Act

HEALTH AND SAFETY CODE

11014.5 Drug paraphernalia

11053-11058 Standards and schedules

LABOR CODE

230.7 Discharge or discrimination against employee for taking time off to appear in school on behalf of a child

PENAL CODE

31 Principal of a crime, defined

240 Assault defined

241.2 Assault fines

242 Battery defined

243.2 Battery on school property

243.4 Sexual battery

245 Assault with deadly weapon

245.6 Hazing

261 Rape defined

266c Unlawful sexual intercourse

286 Sodomy defined

288 Lewd or lascivious acts with child under age 14

288a Oral copulation

289 Penetration of genital or anal openings

422.55 Hate crime defined

422.6 Interference with exercise of civil rights

422.7 Aggravating factors for punishment

422.75 Enhanced penalties for hate crimes

626.2 Entry upon campus after written notice of suspension or dismissal without permission

626.9 Gun-Free School Zone Act of 1995

626.10 Dirks, daggers, knives, razors, or stun guns

868.5 Supporting person; attendance during testimony of witness

WELFARE AND INSTITUTIONS CODE

729.6 Counseling

UNITED STATES CODE, TITLE 18

921 Definitions, firearm

UNITED STATES CODE, TITLE 20

1415(K) Placement in alternative educational setting

7961 Gun-free schools

UNITED STATES CODE, TITLE 42

11432-11435 Education of homeless children and youths

COURT DECISIONS

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

Board of Education of Sacramento City Unified School District v. Sacramento County Board of

Education and Kenneth H. (2001) 85 Cal.App.4th 1321
Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 118
Garcia v. Los Angeles Board of Education (1991) 123 Cal. App. 3d 807
John A. v. San Bernardino School District (1982) 33 Cal. 3d 301

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen. 146 (2001)
80 Ops.Cal.Atty.Gen. 348 (1997)
80 Ops.Cal.Atty.Gen. 91 (1997)
80 Ops.Cal.Atty.Gen. 85 (1997)

Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

WEB SITES

CSBA: <http://www.csba.org>
California Attorney General's Office: <http://www.oag.ca.gov>
California Department of Education: <http://www.cde.ca.gov>
U.S. Department of Education, Office for Civil Rights:
<http://www.ed.gov/about/offices/list/ocr/docs/crdc-2012-data-summary.pdf>
U.S. Department of Education, Office of Safe and Healthy Students:
<https://www2.ed.gov/about/offices/list/oese/oshs>

Policy RESCUE UNION SCHOOL DISTRICT

adopted: December 11, 2012 Rescue, California
revised: March 12, 2013
revised: June 23, 2015
revised: April 10, 2018

Rescue Union ESD

Administrative Regulation

Suspension And Expulsion/Due Process

AR 5144.1

Students

The acts for which students may be suspended or expelled are specified in law and in the sections below titled "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12." The Board does not have authority to add to those enumerated acts. However, the Board has authority to prohibit suspension or expulsion for certain acts for which suspension or expulsion is permissible rather than mandatory. The Board may consider limiting the use of suspension and expulsion for such offenses as part of the district plan to address school climate within the local control and accountability plan required pursuant to Education Code 52060. In addition, pursuant to Education Code 48900.5, a district is not authorized to suspend a student for certain specified violations unless other means of correction have failed to bring about proper conduct.

Definitions

Suspension means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910

Expulsion means removal of a student from the immediate supervision and control or the general supervision of school personnel. (Education Code 48925)

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)

(cf. 5144 - Discipline)

(cf. 5145.6 - Parental Notifications)

Grounds for Suspension and Expulsion: Grades K-8

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows:

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

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))

(cf. 5131 - Conduct)

(cf. 5131.7 - Weapons and Dangerous Instruments)

3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))

(cf. 3513.4 - Drug and Alcohol Free Schools)

(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))

5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))

6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))

7. Stole or attempted to steal school property or private property (Education Code 48900(g))

8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing his/her own prescription products (Education Code 48900(h))

(cf. 5131.62 - Tobacco)

9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))

10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))

11. Knowingly received stolen school property or private property (Education Code 48900(l))

12. Possessed an imitation firearm (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))

14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))

15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))

16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events. (Education Code 48900(q))

17. Engaged in an act of bullying (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to himself/herself or his/her property; cause the student to experience a substantially detrimental effect on his/her physical or mental health; or cause the student to experience substantial interferences with his/her academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

Bullying includes any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in items #1-3 of "Additional Grounds for Suspension and Expulsion: Grades 4-8," that has any of the effects described above on a reasonable student.

Bullying also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Electronic act means the creation or transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication including, but not limited to: (Education Code 48900(r))

- a. A message, text, sound, video, or image
- b. A post on a social network Internet web site, including, but not limited to, posting to or creating a burn page or creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of his/her age, or for a person of his/her age with his/her disability. (Education Code 48900(r))

(cf. 1114 - District-Sponsored Social Media)

(cf. 5131.2 - Bullying)

(cf. 6163.4 - Student Use of Technology)

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

(cf. 6164.6 - Identification and Education under Section 504)

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))

19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat,

even if there is no intent of actually carrying it out. (Education Code 48900.7)

Additional Grounds for Suspension and Expulsion: Grades 4-8

Any student in grades 4-8 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

(cf. 5131.4 - Student Disturbances)

A student in grades 4-8 shall be subject to suspension or recommendation for expulsion when it is determined that he/she:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

(cf. 5145.7 - Sexual Harassment)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

(cf. 5145.9 - Hate-Motivated Behavior)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

(cf. 5145.3 - Nondiscrimination/Harassment)

Suspension from Class by a Teacher

A teacher may suspend a student, including a grade K-3 student, from class for the remainder of the day and the following day for disruption, willful defiance, or any of the other acts specified in Education Code 48900 and listed as items #1-18 under "Grounds for Suspension and Expulsion: Grades K-8" above. (Education Code 48910)

When suspending a student from class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, he/she shall be appropriately supervised during the class periods from which he/she has been suspended. (Education Code 48910)

As soon as possible after the teacher decides to suspend the student, he/she shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of suspension. However, a student assigned to more than one class per day may continue to attend other regular classes except those held at the same time as the class from which he/she was suspended. (Education Code 48910)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Suspension by Superintendent, Principal or Principal's Designee

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to have committed any of the acts listed in the Board policy under "Authority to Expel" and for which he/she is required to recommend expulsion. (Education Code 48915(c))

The Superintendent, principal, or designee may impose a suspension for a first offense if he/she determines that the student violated any of items #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-8" above or if the student's presence causes a danger to persons.

(Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension or supervised suspension upon a student, the Superintendent, principal, or designee shall document the other means of correction used and retain the documentation in the student's record. (Education Code 48900.5)

(cf. 5125 - Student Records)

Length of Suspension

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, if a student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class for the purpose of adjustment, he/she may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

(cf. 6184 - Continuation Education)

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

Due Process Procedures for Suspension

Suspensions shall be imposed in accordance with the following procedures:

1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5, and the evidence against him/her, and shall be given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the

parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference and the conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

2. Administrative Actions: All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)

3. Notice to Parents/Guardians: At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall also be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

In addition, the notice may state the date and time when the student may return to school.

4. Parent/Guardian Conference: Whenever a student is suspended, school officials may request a meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

If school officials request to meet with the parent/guardian, the notice may state that the law requires the parent/guardian to respond to such requests without delay. However, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied reinstatement solely because the parent/guardian failed to attend the conference. (Education Code 48911)

5. Extension of Suspension: If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)

a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.

b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

c. If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

(cf. 6173.1 - Education for Foster Youth)

d. If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)

(cf. 6173 - Education for Homeless Children)

In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her in school.

Superintendent or Principal's Authority to Recommend Expulsion

Unless the Superintendent or principal determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, he/she shall recommend a student's expulsion for any of the following acts: (Education Code 48915)

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-11058, except for (a) the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis, or (b) the student's possession of over-the-counter medication for his/her use or other medication prescribed for him/her by a physician
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

Student's Right to Expulsion Hearing

Any student recommended for expulsion shall be entitled to a hearing to determine whether he/she should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed the act(s) that

form the basis for the expulsion recommendation. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Stipulated Expulsion

After a determination that a student has committed an expellable offense, the Superintendent, principal, or designee shall offer the student and his/her parent/guardian the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after the student or his/her parent/guardian has been given written notice of the expulsion hearing pursuant to Education Code 48918.

The stipulation agreement shall be in writing and shall be signed by the student and his/her parent/guardian. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of his/her right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student and his/her parent/guardian shall be effective upon approval by the Board.

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy

of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present at the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based
3. A copy of district disciplinary rules which relate to the alleged violation
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment

This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

(cf. 5119 - Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney adviser

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney adviser means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing
7. The opportunity to confront and question all witnesses who testify at the hearing
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses

Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students

If the student facing expulsion is a foster student, the Superintendent or designee shall also send notice of the hearing to the student's attorney and a representative of an appropriate child welfare agency at least 10 days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

1. Closed Session: Notwithstanding Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public to the extent that privacy rights of other students are not violated. (Education Code 48918)

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, a videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

3. Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. Presentation of Evidence: Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: Grades K-8" and "Additional Grounds for Suspension and Expulsion: Grades 4-8" above. (Education Code 48918(h))

Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. Testimony by Complaining Witnesses: The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)

- a. Any complaining witness shall be given five days' notice before being called to testify.
- b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.
- c. Before a complaining witness testifies, support persons shall be admonished that the

hearing is confidential.

d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.

e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.

f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.

g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.

(1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.

(2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.

(3) The person conducting the hearing may:

(a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness

(b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours

(c) Permit one of the support persons to accompany the complaining witness to the witness stand

6. Decision: The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county

hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. The Board may also appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by his/her parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion. If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

Final Action by the Board

Whether the expulsion hearing is conducted in closed or open session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board in public. (Education Code 48918(j))

(cf. 9321.1 - Closed Session Actions and Reports)

The Board's decision is final. If the decision is to not expel, the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be

reinstated under the conditions of the suspended expulsion.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any act listed under "Mandatory Recommendation and Mandatory Expulsion" above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion: Grades K-8" or "Additional Grounds for Suspension and Expulsion: Grades 4-8" (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision to Suspend Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-8" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of his/her status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))

7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

If the student submits a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board, the district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance. In addition, law enforcement authorities shall be notified regarding any acts by students regarding the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Placement During Expulsion

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

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, unless the program is offered at a community day school established at any of these

3. Not housed at the school site attended by the student at the time of suspension

(cf. 6158 - Independent Study)

(cf. 6185 - Community Day School)

When the placement described above is not available and when the County Superintendent so certifies, students expelled for only acts described in items #6-12 under "Grounds for Suspension and Expulsion: Grades K-8" and items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-8" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

Prior to the date set by the Board for the student's readmission:

1. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
2. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session. If a written request for open session is received from the parent/guardian or adult student, it shall be honored to the extent that privacy rights of other students are not violated.
3. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school.
6. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in

another school district. (Education Code 48916)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

(cf. 5119 - Students Expelled from Other Districts)

Regulation RESCUE UNION SCHOOL DISTRICT
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Rescue Union ESD

Administrative Regulation

Suspension And Expulsion/Due Process (Students With Disabilities)

AR 5144.2

Students

A student identified as an individual with a disability pursuant to the Individuals with Disabilities Education Act (IDEA), 20 USC 1400-1482, is subject to the same grounds and procedures for suspension and expulsion which apply to students without disabilities, except as otherwise specified in this administrative regulation.

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

Suspension

The Superintendent or designee may suspend a student with a disability for up to 10 consecutive school days for a single incident of misconduct, and for up to 20 school days in a school year, as long as the suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.536. (Education Code 48903; 34 CFR 300.530)

The principal or designee shall monitor the number of days, including portions of days, in which a student with a valid individualized education program (IEP) has been suspended during the school year.

(cf. 6159 - Individualized Education Program)

The Superintendent or designee shall determine, on a case-by-case basis, whether a pattern of removals of a student from his/her current educational placement for disciplinary reasons constitutes a change of placement. A *change of placement* shall be deemed to have occurred under either of the following circumstances: (34 CFR 300.536)

1. The removal is for more than 10 consecutive school days.
2. The student has been subjected to a series of removals that constitute a pattern because of all of the following:
 - a. The series of removals total more than 10 school days in a school year.
 - b. The student's behavior is substantially similar to his/her behavior in previous incidents that resulted in the series of removals.

- c. Additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another, indicate a change of placement.

If a student's removal is determined to be a change of placement as specified in items #1-2 above, or the student is suspended for more than 10 school days in the same school year, the student's IEP team shall determine the appropriate educational services. Such services shall be designed to enable the student to continue to participate in the general education curriculum in another setting, to progress toward meeting the goals set out in his/her IEP, and to address the student's behavior violation so that it does not recur. (20 USC 1412(a)(1)(A); 34 CFR 300.530)

If the IEP of a student with a disability requires the district to provide the student with transportation, the district shall provide the student with an alternative form of transportation at no cost to him/her or to his/her parent/guardian when he/she is to be excluded from school bus transportation. (Education Code 48915.5)

(cf. 3541.2 - Transportation for Students with Disabilities)

Interim Alternative Educational Placement Due to Dangerous Behavior

The district may unilaterally place a student with a disability in an appropriate interim alternative educational setting for up to 45 school days, without regard to whether the behavior is a manifestation of the student's disability, when the student commits one of the following acts while at school, going to or from school, or at a school-related function: (20 USC 1415(k)(1)(G); 34 CFR 300.530)

1. Carries or possesses a weapon, as defined in 18 USC 930
2. Knowingly possesses or uses illegal drugs
3. Sells or solicits the sale of a controlled substance as identified in 21 USC 812(c), Schedules I-V
4. Inflicts serious bodily injury upon another person as defined in 18 USC 1365

The student's interim alternative educational setting shall be determined by his/her IEP team. (20 USC 1415(k)(1)(G); 34 CFR 300.531)

On the date the decision to take disciplinary action is made, the student's parent/guardian shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

A student who has been removed from his/her current placement because of dangerous behavior shall receive services, although in another setting, to the extent necessary to allow him/her to participate in the general education curriculum and to progress toward meeting the goals set out in

his/her IEP. As appropriate, the student shall also receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

Manifestation Determination

The following procedural safeguards shall apply when a student with a disability is suspended for more than 10 consecutive school days, when a series of removals of a student constitutes a pattern, or when a change of placement of a student is contemplated due to a violation of the district's code of conduct:

1. **Notice:** On the date the decision to take disciplinary action is made, the student's parent/guardian shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

(cf. 5145.6 - Parental Notifications)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

2. **Manifestation Determination Review:** Immediately if possible, but in no case later than 10 school days after the date the decision to take disciplinary action is made, a manifestation determination review shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

At the manifestation determination review, the district, the student's parent/guardian, and relevant members of the IEP team (as determined by the district and parent/guardian) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents/guardians, to determine whether the conduct in question was either of the following: (20 USC 1415(k)(1)(E); 34 CFR 300.530)

- a. Caused by or had a direct and substantial relationship to the student's disability
- b. A direct result of the district's failure to implement the student's IEP, in which case the district shall take immediate steps to remedy those deficiencies

If the manifestation review team determines that either of the above conditions applies, the student's conduct shall then be determined to be a manifestation of his/her disability. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

3. **Determination that Behavior is a Manifestation of the Student's Disability:** When the student's conduct has been determined to be a manifestation of his/her disability, the IEP team shall conduct a functional behavioral assessment, unless one had been conducted before the occurrence of the behavior that resulted in the change of placement, and shall implement a behavioral intervention plan for the student. If a behavioral intervention plan

has already been developed, the IEP team shall review the behavioral intervention plan and modify it as necessary to address the behavior. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

The student shall be returned to the placement from which he/she was removed, unless the parent/guardian and Superintendent or designee agree to a change of placement as part of the modification of the behavioral intervention plan. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

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

4. **Determination that Behavior is Not a Manifestation of the Student's Disability:** When it has been determined that the student's conduct was not a manifestation of his/her disability, the student may be disciplined in accordance with the procedures for students without disabilities. However, the student's IEP team shall determine services necessary to enable him/her to participate in the general education curriculum in another setting and to allow him/her to progress toward meeting the goals set out in his/her IEP. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

As appropriate, the student also shall receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

(cf. 6158 - Independent Study)

(cf. 6185 - Community Day School)

Due Process Appeals

If the parent/guardian disagrees with any district decision regarding placement under 34 CFR 300.530 (suspension and removal for dangerous circumstances) or 34 CFR 300.531 (interim alternative placement), or the manifestation determination under 34 CFR 300.530(e), he/she may appeal the decision by requesting a hearing. The district may request a hearing if the district believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. In order to request a due process hearing, the requesting party shall file a complaint pursuant to 34 CFR 300.507 and 300.508(a) and (b). (20 USC 1415(k)(3); 34 CFR 300.532)

Whenever a hearing is requested as specified above, the parent/guardian or the district shall have an opportunity for an expedited due process hearing consistent with requirements specified in 34 CFR 300.507, 300.508 (a)-(c), and 300.510-300.514.

If the student's parent/guardian or the district has initiated a due process hearing under 34 CFR 300.532 as detailed above, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the 45-day time period, whichever occurs first, unless the parent/guardian and district agree otherwise. (20 USC 1415(k)(4); 34 CFR 300.533)

Readmission

Readmission procedures for students with disabilities shall be the same as those adopted for students without disabilities. Upon readmission of a student with disabilities, an IEP team meeting shall be convened to review and, as necessary, modify the student's IEP.

Decision Not to Enforce Expulsion Order

The Governing Board's criteria for suspending the enforcement of an expulsion order shall be applied to students with disabilities in the same manner as they are applied to all other students. (Education Code 48917)

Notification to Law Enforcement Authorities

Law enforcement notification requirements involving students with disabilities shall be the same as those specified for all students in AR 5144.1 - Suspension and Expulsion/Due Process.

When giving any required notification concerning a student with disabilities to any law enforcement official, the principal or designee shall require the law enforcement official to certify in writing that he/she will not disclose the student's information or records to any other person without the prior written consent of the student's parent/guardian. (Education Code 49076)

(cf. 5131.7 - Weapons and Dangerous Instruments)

Report to County Superintendent of Schools

The Superintendent or designee shall report to the County Superintendent of Schools when any special education student has been expelled or suspended for more than 10 school days. The report shall include the student's name, last known address, and the reason for the action. (Education Code 48203)

Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been determined to be eligible for special education and related services and who has violated the district's code of student conduct may nevertheless assert any of the protections under IDEA, if the district had *knowledge* of the student's disability. (20 USC 1415(k)(5); 34 CFR 300.534)

Knowledge means that, before the occurrence of the behavior that precipitated the disciplinary action, one of the following occurred: (20 USC 1415(k)(5); 34 CFR 300.534)

1. The parent/guardian, in writing, has expressed concern to district supervisory or administrative personnel, or to a teacher of the student, that the student is in need of special education or related services.
2. The parent/guardian has requested an evaluation of the student for special education pursuant to 20 USC 1414(a)(1)(B) or 34 CFR 300.300-300.311.

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

3. The teacher of the student or other district personnel has expressed specific concerns directly to the district's director of special education or other supervisory district personnel about a pattern of behavior demonstrated by the student.

However, the district shall not be deemed to have knowledge of a student's disability if the student's parent/guardian has not allowed him/her to be evaluated for special education services or has refused services or, after evaluating the student pursuant to 34 CFR 300.300-300.311, the district determined that he/she was not an individual with a disability.

When the district is deemed to not have knowledge of a student's disability, the student shall be disciplined in accordance with procedures established for students without disabilities who engage in comparable behavior. (20 USC 1415(k)(5); 34 CFR 300.534)

If a request is made for an evaluation of a student during the time period in which the student is subject to disciplinary measures pursuant to 34 CFR 300.530, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities. (20 USC 1415(k)(5); 34 CFR 300.534)

Legal Reference:

EDUCATION CODE

35146 *Closed sessions re: suspensions*

35291 *Rules of governing board*

48203 *Reports of severance of attendance of disabled students*

48900-48925 *Suspension and expulsion*

49076 *Access to student records*

56000 *Special education; legislative findings and declarations*

56320 *Educational needs; requirements*

56321 *Development or revision of individualized education program*

56329 *Independent educational assessment*

56340-56347 *Individualized education program teams*

56505 *State hearing*

PENAL CODE

245 *Assault with deadly weapon*

626.2 *Entry upon campus after written notice of suspension or dismissal without permission*

626.9 *Gun-Free School Zone Act*

626.10 *Dirks, daggers, knives, razors, or stun guns*

UNITED STATES CODE, TITLE 18

930 *Weapons*

1365 *Serious bodily injury*

UNITED STATES CODE, TITLE 20

1412 *State eligibility*

1415 *Procedural safeguards*

UNITED STATES CODE, TITLE 21

812 *Controlled substances*

UNITED STATES CODE, TITLE 29

706 *Definitions*

794 *Rehabilitation Act of 1973, Section 504*

CODE OF FEDERAL REGULATIONS, TITLE 34

104.35 *Evaluation and placement*

104.36 *Procedural safeguards*

300.1-300.818 *Assistance to states for the education of students with disabilities, especially:*

300.530-300.537 *Discipline procedures*

COURT DECISIONS

Schaffer v. Weast, (2005) 546 U.S. 549

Parents of Student W. v. Puyallup School District, (1994 9th Cir.) 31 F.3d 1489

M.P. v. Governing Board of Grossmont Union High School District, (1994) 858 F.Supp. 1044

Honig v. Doe, (1988) 484 U.S. 305

Management Resources:

FEDERAL REGISTER

Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

WEB SITES

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

U.S. Department of Education, Office of Special Education Programs:

<http://www.ed.gov/about/offices/list/osep>

Regulation

approved: March 2004

revised: December 11, 2012

RESCUE UNION SCHOOL DISTRICT

Rescue, California

Rescue Union ESD

Board Policy

Firearms on School Grounds

BP 3515.7

Business and Noninstructional Operations

The Governing Board is committed to providing a safe environment for students, staff, and visitors on campus. The Superintendent or designee shall consult with local law enforcement, insurance carriers, and other appropriate individuals and agencies to address the security of school campuses.

(cf. 3515 - Campus Security)
(cf. 3515.2 - Disruptions)
(cf. 3515.3 - District Police/Security Department)
(cf. 4158/4258/4358 - Employee Security)
(cf. 5131.4 - Student Disturbances)
(cf. 5131.7 - Weapons and Dangerous Instruments)

District policy regarding the possession of firearms and/or ammunition on school grounds shall be included in the district's comprehensive safety plan and shall be communicated to district staff, parents/guardians, and the community.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 1112 - Media Relations)
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)

Any person specified in Penal Code 626.9(l)-(o) and 30310 is authorized to possess a firearm and/or ammunition on school grounds. School grounds include, but are not limited to, school buildings, fields, storage areas, and parking lots.

The Superintendent or designee shall not grant permission to any other individual to carry a firearm or ammunition on school grounds.

Legal Reference:

EDUCATION CODE

32281 Comprehensive safety plan
35160 Powers and duties of the board
35161 Powers and duties of the board; authority to delegate
38001.5 District security officers; requirements if carry firearm

PENAL CODE

626.9 Gun Free School Zone Act

830.32 District police department; district decision to authorize carrying of firearm
16150 Definition of ammunition
16520 Definition of firearm
26150-26225 Concealed weapons permit
30310 Prohibition against ammunition on school grounds
UNITED STATES CODE, TITLE 18
921 Definitions, firearms and ammunition
922 Firearms, unlawful acts
923 Firearm licensing
UNITED STATES CODE, TITLE 20
7151 Gun-Free Schools Act; student expulsions for possession of firearm

Management Resources:

WEB SITES

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

Policy RESCUE UNION SCHOOL DISTRICT
adopted: April 12, 2016 Rescue, California

Rescue Union ESD

Board Policy

Gangs

BP 5136

Students

The Governing Board desires to keep district schools free from the threats or harmful influence of any groups or gangs which exhibit drug use, violence or disruptive behavior. The Superintendent or designee shall take steps to deter gang intimidation of students and staff and confrontations between members of different gangs. He/she shall exchange information and establish mutually supportive efforts with local law enforcement authorities.

(cf. 5131.4 - Campus Disturbances)

(cf. 5131.7 - Weapons and Dangerous Instruments)

The Superintendent or designee shall provide inservice training which helps staff to identify gangs and gang symbols, recognize early manifestations of disruptive activities, and respond appropriately to gang behavior. Staff shall be informed about conflict management techniques and alerted to intervention measures and community resources.

The Board realizes that students become involved in gangs for many reasons, such as peer pressure, the need for a sense of belonging, and lack of refusal skills. Age-appropriate gang violence prevention education shall start with students in the early elementary grades and may start in kindergarten.

To further discourage the influence of gangs, the Superintendent or designee shall ensure that school rules of conduct and any school dress code prohibiting gang-related apparel are enforced consistently. If a student exhibits signs of gang affiliation, staff shall so inform the parent/guardian.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5132 - Dress and Grooming)

(cf. 6164.2 - Guidance/Counseling Services)

Legal Reference:

EDUCATION CODE

32281 School safety plans

35183 Gang-related apparel

41510-41514 School Safety Consolidated Competitive Grant

48907 Student exercise of free expression

51264 Educational inservice training; CDE guidelines

51265 Gang violence and drug and alcohol abuse prevention inservice training

51266-51266.5 Model gang and substance abuse prevention curriculum

PENAL CODE

186.22 Participation in criminal street gang

13826-13826.7 Gang violence suppression

UNITED STATES CODE, TITLE 20

7101-7184 Safe and Drug-Free Schools and Communities Act

Management Resources:

CDE PUBLICATIONS

On Alert: Gang Prevention in School and Inservice Guidelines, January 1994

CSBA PUBLICATIONS

Protecting Our Schools: Governing Board Strategies to Combat School Violence, 1995

Policy RESCUE UNION SCHOOL DISTRICT

adopted: September 2004 Rescue, California

Rescue Union ESD

Administrative Regulation

Gangs

AR 5136
Students

Prevention and Intervention Measures

In order to discourage the influence of gangs, school staff shall take the following measures:

1. Any student displaying behavior, gestures, apparel or paraphernalia indicative of gang affiliation shall be referred to the principal or designee.
 - a. The student's parent/guardian shall be contacted and may be asked to meet with school staff.
 - b. The student may be sent home to change clothes if necessary.

(cf. 5132 - Dress and Grooming)

2. Staff members shall be provided with the names of known gang members.
3. Students who seek help in rejecting gang associations may be referred to community-based gang suppression and prevention organizations.

(cf. 1020 - Youth Services)

4. Any gang graffiti on school premises shall be removed, washed down or painted over as soon as discovered.
 - a. Daily checks for graffiti shall be made throughout the campus.
 - b. Graffiti shall be photographed before it is removed. These photographs shall be shared with local law enforcement authorities and used in future disciplinary or criminal action against the offenders.

(cf. 3515 - Campus Security)

(cf. 5131.5 - Vandalism, Theft and Graffiti)

5. Classroom and after-school programs at each school shall be designed to enhance individual self-esteem, provide positive reinforcement for acceptable behavior, and foster interest in a variety of constructive activities. These programs shall also:

- a. Explain the dangers of gang membership
- b. Provide counseling for targeted at-risk students
- c. Include lessons or role-playing workshops in gang avoidance skills and nonviolent conflict resolution, including communication skills, anger management, ethnic/cultural tolerance, and mediation skills
- d. Assign individual gang members to cooperative learning groups in which they may work toward common goals with students who are not members of their gang
- e. Provide school-to-career instruction

(cf. 6030 - Integrated Academic and Vocational Instruction)

- f. Provide positive interaction with local law enforcement staff

(cf. 5137 - Positive School Climate)

Gang prevention lessons may be taught jointly by teachers and law enforcement staff.

6. Staff shall actively promote membership in authorized student organizations which can provide students companionship, safety, and a sense of purpose and belonging, including:

- a. Positive sports and cultural activities and affiliations with the local community

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

- b. Structured, goal-oriented community service projects

(cf. 6142.4 - Learning through Community Service)

Community Outreach

Gang prevention classes or counseling offered for parents/guardians shall address the following topics:

- 1. The dangers of gang membership
- 2. Warning signs which may indicate that children are at risk of becoming involved with gangs
- 3. The nature of local gang apparel and graffiti
- 4. Effective parenting techniques

5. Conflict resolution techniques

Community programs shall address:

1. The scope and nature of local gang problems
2. Strategies by which each segment of the community may alleviate gang problems

Regulation RESCUE UNION SCHOOL DISTRICT
approved: September 2004 Rescue, California

Rescue Union ESD

Board Policy

Sexual Harassment

BP 5145.7

Students

The Governing Board is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits sexual harassment of students at school or at school-sponsored or school-related activities. The Board also prohibits retaliatory behavior or action against any person who files a complaint, testifies, or otherwise participates in district complaint processes.

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

(cf. 1312.3 - Uniform Complaint Procedures)

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

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate instruction and information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence
2. A clear message that students do not have to endure sexual harassment
3. Encouragement to report observed instances of sexual harassment, even where the victim of the harassment has not complained
4. Information about the district's procedure for investigating complaints and the person(s) to whom a report of sexual harassment should be made
5. Information about the rights of students and parents/guardians to file a criminal complaint, as applicable

Complaint Process

Any student who feels that he/she is being or has been sexually harassed on school grounds or at a

school-sponsored or school-related activity (e.g., by a visiting athlete or coach) shall immediately contact his/her teacher or any other employee. An employee who receives such a complaint shall report it in accordance with administrative regulation.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 5141.4 - Child Abuse Prevention and Reporting)

The Superintendent or designee shall ensure that any complaints regarding sexual harassment are immediately investigated in accordance with administrative regulation. When the Superintendent or designee has determined that harassment has occurred, he/she shall take prompt, appropriate action to end the harassment and to address its effects on the victim.

Disciplinary Actions

Any student who engages in sexual harassment or sexual violence at school or at a school-sponsored or school-related activity is in violation of this policy and shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Confidentiality and Record-Keeping

All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)

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

The Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in the schools.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

48900 Grounds for suspension or expulsion

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48904 Liability of parent/guardian for willful student misconduct

48980 Notice at beginning of term

CIVIL CODE

51.9 Liability for sexual harassment; business, service and professional relationships

1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

12950.1 Sexual harassment training

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX, discrimination

UNITED STATES CODE, TITLE 42

1983 Civil action for deprivation of rights

2000d-2000d-7 Title VI, Civil Rights Act of 1964

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

CODE OF FEDERAL REGULATIONS, TITLE 34

106.1-106.71 Nondiscrimination on the basis of sex in education programs

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130

Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736

Davis v. Monroe County Board of Education, (1999) 526 U.S. 629

Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274

Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473

Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:

CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010

OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Sexual Violence, April 4, 2011

Sexual Harassment: It's Not Academic, September 2008

Revised Sexual Harassment Guidance, January 2001

WEB SITES

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

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

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

Policy RESCUE UNION SCHOOL DISTRICT

adopted: August 11, 2009 Rescue, California

revised: June 25, 2013

Rescue Union ESD

Administrative Regulation

Sexual Harassment

AR 5145.7

Students

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, when made on the basis of sex and under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student.
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment.
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity.

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversation
4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene

gestures, or computer-generated images of a sexual nature

5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking, or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion

School-Level Complaint Process/Grievance Procedure

Complaints of sexual harassment, or any behavior prohibited by the district's Nondiscrimination/Harassment policy - BP 5145.3, shall be handled in accordance with the following procedure:

1. **Notice and Receipt of Complaint:** Any student who believes he/she has been subjected to sexual harassment or who has witnessed sexual harassment may file a complaint with any school employee. Within 24 hours of receiving a complaint, the school employee shall report it to the district Coordinator for Nondiscrimination/Principal. In addition, any school employee who observes any incident of sexual harassment involving a student shall, within 24 hours, report this observation to the Coordinator/Principal, whether or not the victim files a complaint.

In any case of sexual harassment involving the Coordinator/Principal to whom the complaint would ordinarily be made, the employee who receives the student's report or who observes the incident shall instead report to the Superintendent or designee.

2. **Initiation of Investigation:** The Coordinator/Principal shall initiate an impartial investigation of an allegation of sexual harassment within five school days of receiving notice of the harassing behavior, regardless of whether a formal complaint has been filed. The district shall be considered to have "notice" of the need for an investigation upon receipt of information from a student who believes he/she has been subjected to harassment, the student's parent/guardian, an employee who received a complaint from a student, or any employee or student who witnessed the behavior.

If the Coordinator/Principal receives an anonymous complaint or media report about alleged sexual harassment, he/she shall determine whether it is reasonable to pursue an investigation considering the specificity and reliability of the information, the seriousness of the alleged incident, and whether any individuals can be identified who were subjected to the alleged

harassment.

3. Initial Interview with Student: When a student or parent/guardian has complained or provided information about sexual harassment, the Coordinator/Principal shall describe the district's grievance procedure and discuss what actions are being sought by the student in response to the complaint. The student who is complaining shall have an opportunity to describe the incident, identify witnesses who may have relevant information, provide other evidence of the harassment, and put his/her complaint in writing. If the student requests confidentiality, he/she shall be informed that such a request may limit the district's ability to investigate.

4. Investigation Process: The Coordinator/Principal shall keep the complaint and allegation confidential, except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)

The Coordinator/Principal shall interview individuals who are relevant to the investigation, including, but not limited to, the student who is complaining, the person accused of harassment, anyone who witnessed the reported harassment, and anyone mentioned as having relevant information. The Coordinator/Principal may take other steps such as reviewing any records, notes, or statements related to the harassment or visiting the location where the harassment is alleged to have taken place.

When necessary to carry out his/her investigation or to protect student safety, the Coordinator/Principal also may discuss the complaint with the Superintendent or designee, the parent/guardian of the student who complained, the parent/guardian of the alleged harasser if the alleged harasser is a student, a teacher or staff member whose knowledge of the students involved may help in determining who is telling the truth, law enforcement and/or child protective services, and district legal counsel or the district's risk manager.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

5. Interim Measures: The Coordinator/Principal shall determine whether interim measures are necessary during and pending the results of the investigation, such as placing students in separate classes or transferring a student to a class taught by a different teacher.

6. Optional Mediation: In cases of student-on-student harassment, when the student who complained and the alleged harasser so agree, the Coordinator/Principal may arrange for them to resolve the complaint informally with the help of a counselor, teacher, administrator, or trained mediator. The student who complained shall never be asked to work out the problem directly with the accused person unless such help is provided and both parties agree, and he/she shall be advised of the right to end the informal process at any time.

(cf. 5138 - Conflict Resolution)

7. Factors in Reaching a Determination: In reaching a decision about the complaint, the Coordinator/Principal may take into account:

- a. Statements made by the persons identified above
- b. The details and consistency of each person's account
- c. Evidence of how the complaining student reacted to the incident
- d. Evidence of any past instances of harassment by the alleged harasser
- e. Evidence of any past harassment complaints that were found to be untrue

To judge the severity of the harassment, the Coordinator/Principal may take into consideration:

- a. How the misconduct affected one or more students' education
- b. The type, frequency, and duration of the misconduct
- c. The identity, age, and sex of the harasser and the student who complained, and the relationship between them
- d. The number of persons engaged in the harassing conduct and at whom the harassment was directed
- e. The size of the school, location of the incidents, and context in which they occurred
- f. Other incidents at the school involving different students

8. **Written Report on Findings and Follow-Up:** No more than 30 days after receiving the complaint, the Coordinator/Principal shall conclude the investigation and prepare a written report of his/her findings. This timeline may be extended for good cause. If an extension is needed, the Coordinator/Principal shall notify the student who complained and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If it is determined that harassment occurred, the report shall also include any corrective actions that have or will be taken to address the harassment and prevent any retaliation or further harassment. This report shall be presented to the student who complained, the person accused, the parents/guardians of the student who complained and the student who was accused, and the Superintendent or designee.

In addition, the Coordinator/Principal shall ensure that the harassed student and his/her parent/guardian are informed of the procedures for reporting any subsequent problems. The Coordinator/Principal shall make follow-up inquiries to see if there have been any new incidents or retaliation and shall keep a record of this information.

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce the district's sexual harassment policy. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

(cf. 5131.5 - Vandalism and Graffiti)

2. Providing training to students, staff, and parents/guardians about how to recognize harassment and how to respond

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

3. Disseminating and/or summarizing the district's policy and regulation regarding sexual harassment

4. Consistent with the laws regarding the confidentiality of student and personnel records, communicating the school's response to parents/guardians and the community

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

5. Taking appropriate disciplinary action

In addition, disciplinary measures may be taken against any person who is found to have made a complaint of sexual harassment which he/she knew was not true.

(cf. 4118 - Suspension/Disciplinary Action)

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

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

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

Notifications

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)

(cf. 5145.6 - Parental Notifications)

2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted, including school web sites (Education Code 231.5)

3. Be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester, or summer session (Education Code 231.5)
4. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)
5. Be included in the student handbook
6. Be provided to employees and employee organizations

Regulation RESCUE UNION SCHOOL DISTRICT
approved: April 2002 Rescue, California
revised: August 11, 2009
revised: June 25, 2013

Rescue Union ESD

Board Policy

Employee Security

BP 4158

Personnel

The Governing Board desires to provide a safe, orderly working environment for all employees. As part of the district's comprehensive school safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for assisting them in the event of an emergency situation.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515 - Campus Security)

(cf. 5131.4 - Campus Disturbances)

The Superintendent or designee shall ensure that employees are informed, in accordance with law, regarding crimes and offenses by students who may pose a danger in the classroom.

When violence is directed against an employee by any individual and the employee so notifies the Superintendent or designee, the Superintendent or designee shall take steps to ensure that appropriate legal measures are instituted. When the employee notifies the Superintendent or designee of a threat of bodily harm, the district shall take appropriate measures to enable the employee to request assistance if a threat occurs on school grounds.

The Superintendent or designee shall ensure that employees are trained in crisis prevention and intervention techniques in order to protect themselves and students. Staff development may include training in classroom management, effective communication techniques and crisis resolution.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Board recognizes that access to two-way communications devices allows employees to call for assistance from their supervisor or law enforcement in the event of a threat of violence or medical emergency. The district shall provide such communications devices in classrooms to the extent possible.

(cf. 5141 - Health Care and Emergencies)

Employees may not carry or possess pepper spray on school property or at school activities. On a case-by-case basis, however, the Superintendent or designee may allow the possession of a pepper spray weapon that meets the requirements of Penal Code 12403.7 when justified by unusual

dangerous circumstances. Any employee who is negligent or careless in the possession or handling of pepper spray shall be subject to appropriate disciplinary measures.

(cf. 4118 - Suspension/Disciplinary Action)

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

Reporting of Injurious Objects

The Board requires school employees to take immediate action upon being made aware that any person is in possession of an injurious object on school grounds or at a school-related or school-sponsored activity. The employee shall use his/her own judgment as to the dangerousness of the situation and, based upon this analysis, shall do one of the following:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal, who shall take appropriate action
3. Immediately notify the local law enforcement agency and the principal

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5144. - Discipline)

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

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

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

Legal Reference:

EDUCATION CODE

32210-32212 Willful disturbance, public schools or meetings

32225-32226 Communication devices

35204 Contract with attorney in private practice or use of administrative advisor

35205 Contract for legal services

35208 Liability insurance

35213 Reimbursement for loss, destruction or damage of school property

44014 Report of assault by pupil against school employee

44807 Duty concerning conduct of students

48201 Transfer of student records

48900-48926 Suspension or expulsion Grounds for suspension or expulsion

49079 Notification to teacher; student who has engaged in acts constituting grounds for suspension or expulsion

49330-49335 Injurious objects

CIVIL CODE

51.7 Freedom from violence or intimidation

CODE OF CIVIL PROCEDURE

527.8 Workplace violence safety act

GOVERNMENT CODE

995-996.4 Defense of public employees

3543.2 Scope of representation

PENAL CODE

71 Threatening public officers and employees and school officials

240 Definition of assault

241.2 Assault on school or park property against any person

241.3 Assault against school bus drivers

241.6 Assault on school employee includes board member

242 Definition of battery

243 Battery; definition of "injury" and "serious bodily injury"

243.2 Battery on school or park property against any person

243.3 Battery against school bus drivers

243.6 Battery against school employee includes board member

245.5 Assault with deadly weapon; school employee includes board member

290 Registration of sex offenders

601 Trespass by person making credible threat

626.9 Gun-Free School Zone Act of 1995

626.10 Exceptions to bringing weapons on school grounds

646.9 Stalking

12403.7 Weapons approved for self defense

WELFARE AND INSTITUTIONS CODE

827 Juvenile court proceedings; reports; confidentiality

828.1 District police or security department, disclosure of juvenile records

Management Resources:

CDE CORRESPONDENCE

0401.01 Protecting Student Identification in Reporting Injurious Objects

WEB SITES

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

California Department of Education, Safe Schools and Violence Prevention Office:

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

Policy RESCUE UNION SCHOOL DISTRICT

adopted: September 2004 Rescue, California

Rescue Union ESD

Administrative Regulation

Employee Security

AR 4158
Personnel

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

(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5144 - Discipline)

Employees shall promptly report to their principal or other immediate supervisor any attack, assault or physical threat made against them by a student.

Both the employee and the principal or other immediate supervisor shall promptly report such instances to the appropriate local law enforcement agency. (Education Code 44014)

In addition, employees shall promptly report to their principal or supervisor, and may report to law enforcement, any attack, assault or threat made against them on school grounds by any other individual.

(cf. 3515.2 - Disruptions)

Reports of attack, assault or threat also shall be forwarded immediately to the Superintendent or designee.

An employee whose person or property is injured or damaged by willful misconduct of a student may ask the district to pursue legal action against the student or the student's parent/guardian.
(Education Code 48905)

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

Notice Regarding Student Offenses Committed While Under School Jurisdiction

The Superintendent or designee shall inform the teacher of each student who has engaged in, or is reasonably suspected of, any act during the previous three school years which could constitute grounds for suspension or expulsion under Education Code 48900, with the exception of the possession or use of tobacco products, or Education Code 48900.2, 48900.3, 48900.4, or 48900.7. This information shall be based upon district records maintained in the ordinary course of business or records received from a law enforcement agency. (Education Code 49079)

(cf. 5125 - Student Records)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Upon receiving a transfer student's record regarding acts committed by the student that resulted in his/her suspension or expulsion, the Superintendent or designee shall inform any of the student's teacher(s) that the student was suspended from his/her former district and of the act that resulted in the suspension or expulsion. (Education Code 48201)

Information received by teacher(s) shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher. (Education Code 49079)

Notice Regarding Student Offenses Committed While Outside School Jurisdiction

When a minor student has been found by a court of competent jurisdiction to have illegally used, sold or possessed a controlled substance or committed specified crimes involving serious acts of violence, the district police or security department may provide written notification to the Superintendent. (Welfare and Institutions Code 828.1)

(cf. 3515.3 - District Police/Security Department)

When informed by the court that a minor student has been found by a court to have committed any felony or any misdemeanor involving curfew, gambling, alcohol, drugs, tobacco products, carrying of weapons, a sex offense listed in Penal Code 290, assault or battery, larceny, vandalism or graffiti, the Superintendent or designee shall so inform the school principal. (Welfare and Institution Code 827)

The principal shall disseminate this information to the counselor(s) who directly supervises or reports on the student's behavior or progress. The principal also may inform any teacher or administrator he/she thinks may need the information so as to work with the student appropriately, avoid being needlessly vulnerable, or protect others from vulnerability. (Welfare and Institutions Code 827)

Any court-initiated information that a teacher, counselor or administrator receives shall be kept confidential and used only to rehabilitate the student and protect other students and staff. The information shall be further disseminated only when communication with the student, parent/guardian, law enforcement staff and probation officer is necessary to rehabilitate the student or to protect students and staff. (Welfare and Institutions Code 827)

When a student is removed from school as a result of his/her offense, the Superintendent shall hold the court's information in a separate confidential file until the student is returned to public school. If the student is returned to a different district, the Superintendent shall transmit the information provided by the student's parole or probation officer to the Superintendent of the new district of attendance. (Welfare and Institutions Code 827)

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

Procedures to Maintain Confidentiality of Student Offenses

In order to maintain confidentiality when providing information about student offenses to counselors and teachers of classes/programs to which a student is assigned, the principal or designee shall send the staff member a written notification requesting him/her to review a student's file in the school office as soon as practicable. This notification shall not name or otherwise identify the student. The staff member shall be asked to initial the notification and return it to the principal or designee.

The staff member shall also initial the student's file when reviewing it in the school office. Once the district has made a good faith effort to comply with the notification requirement of Education Code 49079 and Welfare and Institutions Code 827, an employee's failure to review the file constitutes district compliance with the requirement to provide notice to the teacher.

Regulation RESCUE UNION SCHOOL DISTRICT
approved: September 2004 Rescue, California

Rescue Union ESD

Board Policy

Hate-Motivated Behavior

BP 5145.9

Students

In order to create a safe learning environment for all students, the Governing Board desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

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

(cf. 0450 - Comprehensive Safety Plan)

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

(cf. 5131.5 - Vandalism and Graffiti)

(cf. 5136 - Gangs)

(cf. 5137 - Positive School Climate)

(cf. 5141.52 - Suicide Prevention)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5147 - Dropout Prevention)

(cf. 5149 - At-Risk Students)

The Superintendent or designee shall collaborate with regional programs and community organizations to promote safe environments for youth. These efforts shall be focused on providing an efficient use of district and community resources.

(cf. 1020 - Youth Services)

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

(cf. 1700 - Relations Between Private Industry and the Schools)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6020 - Parent Involvement)

The district shall provide age-appropriate instruction to help promote an understanding of and respect for human rights, diversity, and tolerance in a multicultural society and to provide strategies to manage conflicts constructively.

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 6142.3 - Civic Education)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6141.94 - History-Social Science Instruction)

The Superintendent or designee shall ensure that staff receive training on recognizing hate-motivated behavior and on strategies to help respond appropriately to such behavior.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Grievance Procedures

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the Coordinator for Nondiscrimination/Principal. Upon receiving such a complaint, the Coordinator/Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. If the student believes that the situation has not been remedied by the principal or designee, he/she may file a complaint in accordance with district complaint procedures

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

Staff who receive notice of hate-motivated behavior or personally observe such behavior shall notify the principal, Superintendent or designee, and law enforcement, as appropriate. Students demonstrating hate-motivated behavior shall be subject to discipline in accordance with Board policy and administrative regulation.

(cf. 5131- Conduct)

(cf. 5144 - Discipline)

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

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

(cf. 5145.7 - Sexual Harassment)

(cf. 3515.3 - District Police/Security Department)

(cf. 4158/4258/4358 - Employee Security)

As necessary, the district shall provide counseling and appropriate sensitivity training and diversity education for students exhibiting hate-motivated behavior. The district shall also provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

(cf. 6164.2 - Guidance/Counseling Services)

The Superintendent or designee shall ensure that staff receive appropriate training to recognize hate-motivated behavior and methods for handling such behavior in appropriate ways.

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

The district shall provide age-appropriate instruction to help promote understanding of and respect for human rights.

At the beginning of each school year, students and staff shall receive a copy of the district's policy on hate-motivated behavior.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32282 School safety plans

48900.3 Suspension for hate violence

48900.4 Suspension or expulsion for threats or harassment

PENAL CODE

422.55 Definition of hate crime

422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform Complaint Procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

California Student Safety and Violence Prevention - Laws and Regulations, April 2004

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS & NATIONAL

ASSOCIATION OF ATTORNEYS GENERAL PUBLICATIONS

Protecting Students from Harassment and Hate Crime: A Guide for Schools, 1999

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Preventing Youth Hate Crimes: A Guide for Schools and Communities, 1997

WEB SITES

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

California Association of Human Relations Organizations: <http://www.cahro.org>

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

National Youth Violence Prevention Resource Center: <http://www.safeyouth.org>

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

U.S. Department of Justice, Community Relations Service: <http://www.usdoj.gov/crs>

Policy RESCUE UNION SCHOOL DISTRICT

adopted: September 2004 Rescue, California

revised: October 13, 2009

Rescue Union ESD

Board Policy

Dress And Grooming

BP 5132

Students

The Governing Board believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to give proper attention to personal cleanliness and to wear clothes that are suitable for the school activities in which they participate. Students' clothing must not present a health or safety hazard or a distraction which would interfere with the educational process.

(cf. 4119.22 - Dress and Grooming)

(cf. 5145.2 - Freedom of Speech/Expression)

Students and parents/guardians shall be informed about dress and grooming standards at the beginning of the school year and whenever these standards are revised. A student who violates these standards shall be subject to appropriate disciplinary action.

(cf. 5144 - Discipline)

Gang-Related Apparel

The principal, staff and parents/guardians at a school may establish a reasonable dress code that prohibits students from wearing gang-related apparel when there is evidence of a gang presence that disrupts or threatens to disrupt the school's activities. Such a dress code may be included as part of the school safety plan and must be presented to the Board for approval. The Board shall approve the plan upon determining that it is necessary to protect the health and safety of the school's students.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5136 - Gangs)

Legal Reference:

EDUCATION CODE

32281 School safety plans

35183 School dress codes; uniforms

35183.5 Sun-protective clothing

48907 Student exercise of free expression

49066 Grades; effect of physical education class apparel

CODE OF REGULATIONS, TITLE 5

302 Pupils to be neat and clean on entering school

COURT DECISIONS

Marvin H. Jeglin et al v. San Jacinto Unified School District et al, (C.D. Cal. 1993)
827 F.Supp. 1459

Arcadia Unified School District v. California Department of Education, (1992) 2 Cal. 4th 251
Hartzell v. Connell, (1984) 35 Cal. 3d 899

Policy RESCUE UNION SCHOOL DISTRICT
adopted: April 2002 Rescue, California

Rescue Union ESD

Administrative Regulation

Dress And Grooming

AR 5132

Students

In cooperation with teachers, students and parents/guardians, the principal or designee shall establish and regularly review school rules which reflect Board policy governing student dress and grooming. Each school shall allow students to wear sun-protective clothing, including but not limited to hats, for outdoor use during the school day. (Education Code 35183.5)

The following guidelines shall apply to all regular school activities:

1. Hair shall be clean and neatly groomed. Aerosol cans of hair color are not permitted at school. No spray-on-color that would drip when wet is allowed at school.
2. Shoes must be worn at all times. For safety purposes sandals should be held in place with heel straps.
3. Clothing, jewelry shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, or which advocate racial, ethnic or religious prejudice or the use of drugs, alcohol, or tobacco.
4. Hats, caps and other head coverings shall not be worn indoors. Exceptions may be provided for religious practice or during special event activities as designated by the school site principal.
5. All clothing shall be within the bounds of decency and good taste as appropriate for school. Garments shall be sufficient to conceal undergarments at all times.
 - a. Dress length shall be within the bounds of decency and good taste and no shorter than mid-thigh.
 - b. No bare midriffs. No low-cut or revealing tops. No "off the shoulder" blouses.
 - c. No garment may be worn that is cut-off, ragged or torn.
 - d. No "see through" or "fish net" type blouses or shirt may be worn. All students must wear shirts at all times.

Coaches and teachers may impose more stringent dress requirements to accommodate the special needs of certain sports and/or classes.

Wearing of Shorts

Students will be allowed to wear Bermuda shorts, walking shorts or shorts within the following guidelines:

1. Shorts must be hemmed and appropriate for school activities
2. The length of the shorts must be within the bounds of decency and in good taste as appropriate for school. Short shorts are absolutely not to be worn at school.

Shorts that do not meet these criteria are not allowed. Tops worn with shorts must adhere to the guidelines above.

(cf. 5145.2 - Freedom of Speech Expression)

No grade of a student participating in a physical education class shall be adversely affected if the student does not wear standardized physical education apparel because of circumstances beyond the student's control. (Education Code 49066)

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

The principal, staff students and parent/guardians at each school may establish reasonable dress and grooming regulations for times when students are engaged in extracurricular or other special school activities.

Gang-Related Apparel

At individual schools that have a dress code prohibiting gang-related apparel at school or school activities, the principal, staff and parents/guardians participating in the development of the school safety plan shall define "gang-related apparel" and shall limit this definition to apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 35294.1)

Because gang-related symbols are constantly changing, definition of gang-related apparel shall be reviewed at least once each semester and updated whenever related information is received.

Regulation RESCUE UNION SCHOOL DISTRICT
approved: April 2002 Rescue, California
revised: April 12, 2016

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: **Rural School Bus Pilot Project**
Grant # RSBPP 17-9 - Purchase Order/Contract

BACKGROUND:

Through a partnership with Senator Mike McGuire and the California Air Resources Board (CARB) the North Coast Unified Air Quality Management District was asked to administer the Rural School Bus Pilot Project for the State of California. The main goal of this grant program is accelerating the turnover of California school bus fleets to lower carbon transportation choices, especially in rural school districts who have less access to other funding sources.

Traditionally, small and rural school districts have the oldest and dirtiest burning fleets, and historically have not had the opportunity or ability to receive funds for replacement or upgrade projects. According the US EPA, more than half of today's school buses have been in service for over a decade. These older buses emit twice as much pollution per mile as a semi-truck. Consequently, health risks for students, especially younger children, increase significantly because their respiratory systems are still developing.

STATUS:

Rescue Union School District submitted applications for three buses to the Rural School Bus Pilot Project Grant, received funds in 2018 for one application, and has been awarded a second grant of \$405,000 to replace Bus #10 with a new electric bus. In addition, the District will install a new charging station estimated to cost \$15,000.

The agreement with the Rural School Bus Pilot Project has been fully executed and in accordance with Attachment A, Section 6 of the Grant Agreement, purchase orders must be placed within 30 days of the agreement execution.

FISCAL IMPACT:

The cost of the bus is \$422,326.51 with a charging station estimated to be \$15k. The value of the grant is \$405,000 with a contribution from the District of \$32k.

BOARD GOAL:

Board Focus Goal II – FISCAL ACCOUNTABILITY:

Keep the district fiscally solvent through prudent budget processes in order to meet the needs of our students.

RECOMMENDATION:

District staff recommends the Board of Trustees approve the purchase order and contract for the new electric school bus.



3418 52nd Ave. Sacramento CA 95823
(800) 458-6363
www.A-ZBus.com

Acct Manager: Gabe Hightman
Cell: (408) 688-4774
Fax: (951) 781-9806
Email: ghightman@a-zbus.com

Vehicle Quotation

18598

January 30, 2019

Company: Rescue Union School District
Mailing Address: 2390 Bass Lake Rd
Rescue, CA 95672

Attn: Pat Cahill
Phone: (530) 672-4312 **Fax:**
Email: pcahill@rescueusd.org

Model: Blue Bird T3RE 3904
Quantity: 1

GVWR: 36,200
Eng: ELECTRIC
Fuel Type: Electric
Capacity: 78 Amb 0 WC 0 CRS 0 VAR WC

Model Year: 2019
Wheel Base: 259"
Trans:
Susp: Spring/Spring
Brakes: Air Disc
AC: Yes
Uph: Blue

Body, Accessories

- 1 AIR HORN,MOUNTED UNDER FLOOR
- 1 CONSOLE MOUNT,ARM REST
- 1 HOLDER,CUP
- 1 HORN,BACKING SAFETY,112 DB

Body, Air Conditioning

- 1 A/C PREP, ROOF TOP, ELECTRIC BUS

Body, Compartments

- 1 BATTERY COMPARTMENT,ROLLER TRAY,CHAS MTD
- 1 COMPARTMENT,STORAGE,OVERHEAD,LOCKNG
- 1 LATCH,LOCKING,DOOR BATTERY CMPT

Body, Construction

- 1 BODY CONSTRUCTION FM/CMVSS 221
- 1 STEPWELL PROTECTION
- 1 STEPWELL, GALVANIZED

Body, Doors

- 1 BUZZER,L/H SIDE EMERG DOOR
- 1 DOOR CONTROL,AIR PWR,MOM SW,2-POS
- 1 DOOR,ENGINE CMPT,SOLID
- 1 DOOR,ENT,OUTWARD OPENING W/AIR ACTUATOR
- 1 EMERGENCY DOOR LS 28IN
- 1 HANDRAIL,ENT DR,BARRIER 3.25 - 5.25
- 1 LATCHES,LOCKABLE,ACCESS DOORS
- 1 LIGHT,PILOT,EXIT
- 1 LOCK,SECURITY,ENT DOOR
- 1 RETAINER SIDE EMERG DOOR LH
- 1 SLIDING BOLT VANDAL LOCK - SED
- 1 SPRING,GAS,NON-LOCKING
- 1 VANDAL LOCK - REAR EMERGENCY WINDOW
- 1 YELLOW ENTRANCE DOOR

Body, Electrical

- 1 CIRCUIT PROTECTION,BREAKERS,MANUAL

RESET

- 1 CIRCUITS,SPARE,BODY HARN,TWO,14 GA
- 1 POWER,BAT CONTROL,CLER/CSTR/ID LGTS
- 1 POWER,BAT CONTROL,DOME LIGHTS
- 1 POWER,BAT CONTROL,ENTRANCE DOOR
- 1 POWER,BAT CONTROL,WARNING LIGHTS
- 1 WIRING,VIDEO MONITORING SYSTEM

Body, Fans

- 1 FAN,AUXILIARY,UPPER CENTER,6"
- 1 FAN,AUXILIARY,UPPER LEFT,6"

Body, Floor

- 1 COVERING,FLOOR,RUBBER,BLACK
- 1 PLYWOOD FLOOR 1/2IN THICK
- 1 PLYWOOD FLOOR SCREWED DOWN
- 1 STEEL FLOOR TRIM
- 1 STEPTREADS,ENT DR,N/ABR,WHITE NOSING
- 1 TRIM,AISLE,ALUMINUM
- 1 WEAR PLATE,ENT DR,RUBBER,WHITE NOSE

Body, Headroom

- 1 77IN HEADROOM REAR ENGINE

Body, Heaters

- 1 HEATER,12K,DRIVERS
- 1 HEATER,50K,LH,REAR,F/M
- 1 HOSE,HTR,EPDM,W/CT CLAMPS
- 1 PUMP,HEATER WATER

Body, Insulation

- 1 ACOUSTIC HEADLINING FULL LENGTH
- 1 INSULATED DRIVERS AREA
- 1 INSULATION,BODY,FIBERGLASS,ADDITIONAL
- 1 INSULATION,BODY,POLYESTER/FIBERGLASS
- 1 INSULATION,ENTRANCE DOOR HEADER

Body, Lettering/Decals

- 1 'STOP WHEN RED LIGHTS FLASH'

1	EMERGENCY DOOR ARROWS
1	LETTERING,"SCHOOL BUS" 8"/1" STROKE
4	LETTERING,EMERGENCY EXIT,ABOVE EXIT
4	LETTERING,EMERGENCY,EXTERIOR,VINYL,BLACK
4	LETTERING,EMERGENCY,INTERIOR,VINYL,BLACK

Body, Lights

1	CONTROL,STROBE,S/CONT,W/PILOT
1	DAYTIME RUN LGTS,W/ P/BRAKE DEACTIVATE
1	DOME,2 ROW/2 SWITCHES,F & R,CONFIG
1	DOOR SWITCH,STEPWELL LIGHT
1	LAMPS,HAZARD,2-AMBER,6IN,ENG CMPT
1	LIGHT,2 DOME,DRIVERS,LED,SEPARATE SW
1	LIGHT,4" BACKUP,LED,VANDAL RESIST
1	LIGHT,4" LED,STOP/TAIL,VANDAL RESIST
1	LIGHT,7" STOP/TAIL,LED
1	LIGHT,STEPWELL,LED,ADA
1	LIGHT,STROBE,SELF-CONT,LED,CLEAR
1	LIGHTS,CL/MK,LED,2 AMBER,2 RED
1	LIGHTS,DIR,FRONT AMBER LED
1	LIGHTS,DIR/MKR,SIDE,LED,FRT,BELT
1	LIGHTS,DIR/MKR,SIDE,LED,REAR,BELT
1	LIGHTS,DIRECTIONALS,RR,AMBER LED
1	LIGHTS,DOME,120 LUMENS,LED
1	LIGHTS,ID,GROMMET MOUNT,LED
1	LIGHTS,MKR,LED,INTERMEDIATE
1	LIGHTS,WARN,LED,8-LGT,AMB/RED
1	LOCATION,STROBE,4 FEET FROM REAR OF ROOF
1	MARKER LGT CONTROL,STEPWELL LGT
1	PILOT,STROBE LIGHT,ADDITIONAL INDICATION
1	WIRING,DIR,SIDE,FRONT,BELTLINE
1	WIRING,DIR,SIDE,REAR,BELTLINE

Body, Mirrors

1	CAMERA,SYSTEM,BACK UP VIEW
1	HEATED MIRROR,EXT,15 MIN TIMER
1	MIRROR,CROSSVIEW,EYE-MAX LP
1	MIRROR,EXT,OPEN VIEW,ES SPLIT SYSTEM
1	MIRROR,REARVIEW,INT 6X30,W/MONITOR
1	MIRROR,REARVIEW,REMOTE CONTROL

Body, Mud flaps

1	FENDERS FRONT RUBBER
1	FENDERS REAR RUBBER
1	FLAPS FRONT, FULL LENGTH
1	FLAPS REAR WITH BB LOGO
1	FLAPS,FRONT OF REAR WHEELS
1	REAR MUDFLAP EXTENSION

Body, Paint

1	EXTERIOR SOLID NSBY
1	PAINT DESIGN,BRIGHT WHITE ROOF,12.5 IN
1	PAINT FRONT BUMPER
1	PAINT REAR BUMPER
1	PAINT, INTERIOR, ASTRO WHITE
1	PAINT,BACKGRND,WARN LGT,BASE COLOR
1	PAINT,RUBRAILS ONLY,FULL WIDTH BLACK

Body, Radio

1	RADIO,AM/FM/USB/MP3 W/PA
1	SPEAKER,DLX,8 SPKR SYS W/WIRING
1	SPEAKER,O/S,UND FLR,W/WIRING
1	WRG,2-WAY RADIO,CTR DASH MNT(07829)

Body, Reflectors

1	3" REFLECT,FRONT,INT & REAR,3M DIA GRADE
2	VINYL,REFL,P/O WINDOW YELLOW,3M
2	VINYL,REFL,ROOF HATCH,WHITE,3M
1	VINYL,REFL,RR EMER WDW YELLOW,3M
1	VINYL,REFL,SD EMER DR YELLOW,3M

Body, Rub rails

1	END CAP,RUB RAIL,STAMPED STEEL
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Body, Safety Equipment

1	FAK,CALIFORNIA,METAL CASE
1	FE 5 LB DRY W/HOSE (DRIVERS CPT)
1	HOLDER,CERTIFICATE,7-5/8 X 9-1/4
1	PACKAGE,STATE,CALIFORNIA
1	TRIANGULAR WARNING DEVICE FLOOR

Body, Seats

1	ARMREST,RH,DRIVER,SEAT,NATIONAL
2	BARRIER, 39 INCH HIGH BACK
24	CUSHION,SEAT, STANDARD, REBOND FOAM
1	D/SEAT,NATIONAL,PREM,AIR,MORD,CHAR
24	MODULE, CUSHION, ASSY, TILT W/FLEX MAT, SEAT
26	MODULE,SEAT,CEW,COLOR,BLUE
1	PANEL,MODESTY,BARRIER,DRIVER,LH
1	PANEL,MODESTY,BARRIER,ENT DOOR
1	S/BELT,DRV,3PT,SGL RET,BUZ/WRN LT, ORANGE
2	SEAT, 39, 3-PT BELT, DAVENPORT
22	SEAT, 39, CONVERT, 3-PT BELT
1	SEAT, 39, CONVERT, FLIP, 3-PT BELT
1	SEAT,39,CONVERT,3-PT BELT, FULL FM
2	UPH,FIRE BLOCK,BLUE,BARRIER

Body, Side Panels

1	GALVALUME I/S PNL,FULL HEM, TEXTURIZED
1	PANEL,SIDE,16 GA,25 3/4 SKIRT

Body, Step

1	FORWARD GRABRAIL
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Body, Stop Arms

1	LOCATION,STOP ARM,REAR
1	STOP ARM,ELEC,LED,HI-IN,CLUSTER
1	WIRING,S/ARM,ELECT W/INDEP FLSHR

Body, Sun Visor

1	VISOR,ACRYLIC,LEFT SIDE,ADJUST,OPAQUE
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Body, Switches

1	SWITCH,NOISE SUPPRESSION,LATCHING
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Body, Vents

2	DELETE,ROOF HATCH BUZZER
2	VENT,SPECIALTY,PROLO

Body, Warning Systems

1	CONTROLS,CONFIG,W/L,OPT #4,8-LGT,RH
1	HOODS,WARNING LIGHTS,INDIVIDUAL
1	INDICATOR,W/L SYSTEM,AMBER/RED
1	LIGHTS,PILOT,W/L SYSTEM,LOC,RH
1	SEQUENCE,W/L SYSTEM,NON-SEQUENTIAL
1	SWITCH,DOOR CONTROL,LOC,RH
1	SWITCH,EMERGENCY OVERRIDE
1	SWITCH,W/L MASTER,LOC,RH

1	SWITCH,W/L START,LOC,RH
1	SWITCH,W/L START,MANUAL
1	SWITCH,W/L,EM OVERRIDE,LOC,RH
1	SWITCH,W/L,MASTER,GREEN PILOT
1	SYSTEM,WARN,8-LGT,N/SEQ
1	WIRING,W/L SYSTEM,14 GA

Body, Windows

1	BUZZER,MID SEC,P/O WINDOW
1	BUZZER,REAR EMERG WINDOW
1	GLASS,ENT DR,LOWER,TINT,LAM
1	GLASS,ENT DR,UPPER,TINT,LAM
1	GLASS,SIDE EMER DR,DK TINT,TEMP
1	WDO ASSY,DRV,DR,GREEN TINT,LAM,BLK
1	WINDOW,REAR EMERG,DK TINT,TEMP
1	WINDOW,REAR EMERGENCY
23	WINDOW,S/S,12",TEMP,TINT,BLK
2	WINDOW,S/S,P/O,12",TEMP,TINT,BLK
2	WIRING,P/O WINDOW,DRS BUZ ONLY

Body, Windshield / Accessories

1	2 PC CURVED TINTED W/S
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Body-Base

1	ALL AMERICAN
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Chassis, Alternator

Chassis, Axles

1	AXLE,REAR,23K LBS,5.29
1	AXLE,STEER,HENDRICKSON NXT,14600 LBS
1	LUBRICATION,OIL,PETROLEUM,AXLE
1	SPACER,SPRNG,2IN,FRONT SUSP
1	SUSPENSION,SPRG,FRT,SOFTEK,14600
1	SUSPENSION,SPRG,REAR,2-STAGE,23000

Chassis, Batteries And Accessories

1	ACCESSORY POWER SOCKET W/CAP,BATTERY
1	BATTERY,AUXILIARY,GROUP 31,ONE,700 CCA
1	SWITCH,BATTERY DISCONNECT

Chassis, Brakes

1	BRAKES,AIR DISC,BENDIX
1	BRAKES,ANTI-LOCK(ABS),AIR
1	DRYER,AIR,BENDIX AD-IP
1	PEDALS,ADJUSTABLE

1	RESERVOIR,ADDITIONAL WET TANK
1	VALVE,DRAIN,MANUAL,AIR TANK

Chassis, Bumper

1	BUMPER,FRONT,STEEL 12IN
1	BUMPER,REAR,STEEL

Chassis, Controls

1	SWITCH,IGNITION,KEYED ALIKE
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Chassis, Cooling System

1	HOSE,COOL,RUBBER,PREM,W/CONST TENS CLMP
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Chassis, Engines / Transmissions

1	BATTERY SYSTEM,DRIVE MOTOR,150 KW
1	DELETE CRUISE CONTROL
1	GOVERNOR,ROAD SPEED,65 MPH
1	MOTOR,DRIVE,TM4,260HP@2176LB-FT
1	REPORT, TELEMATICS, HVIP

Chassis, Exhaust

Chassis, Fuel System

1	FUEL TANK DOOR,SPRING LOADED
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Chassis, Instruments

1	GAUGE,SPEEDOMETER, MILES
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Chassis, Tires and Wheels

1	CERTIFICATION,4-WHEEL ALIGNMENT
1	TIRE,MICHELIN,12R22.5 XZE LRH
1	WHEELS,ALUMN,8.25/22.5 DSC HUB-PLTD

Chassis, Tow Hooks

1	TOW HOOKS, FRONT
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Chassis, Wheelbase

1	WHEELBASE,259 INCH
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Warranty, Extended

1	WARRANTY L3 IN LIEU OF SB,5 YR
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Distributor Options

1	Lettering
1	Hand held stop sign & holder
1	FE/FAK/Decals - CA specs
1	Electric Air Drains located in driver's compartment
1	Child Check-Mate system - Meeting CA Requirements
1	Fog lights in front bumper
1	Add exterior 7" white LED stepwell light
1	Gatekeeper Camera System with GPS and WiFi and Auto awake
1	BB Roof mount In-Line AC system

Unit Price:	\$393,777.63
Taxable Amount:	\$393,777.63
7.250 % Sales Tax Total:	\$28,548.88
License:	N/A
Total Per Bus w/tax included:	\$422,326.51
Grant Per Bus:	\$0.00
Trade In Per Bus:	\$0.00
Deposit Per Bus:	\$0.00
Revised Total after discounts:	\$422,326.51
Extended Amount for 1 Unit(s):	\$422,326.51
Deduction Extended Amount for 1 Unit(s):	\$0.00
Grand Total:	\$422,326.51

Signature: _____

Name: _____

Title: _____

Date: _____

By: Gabe Hightman
A-Z Bus Sales, Inc.

All pricing valid for 30 days, or availability of stock units at time of purchase order. Prices quoted herein are based upon Federal, State, and Local Laws and Regulations governing truck equipment and performance levels in effect as of the date hereof. Buyer will pay for any equipment or performance changes, modifications, or additions required by any changes in such laws or regulations subsequent to the date hereof at the increased cost to Seller.

*All pricing is based upon the Waterford Unified School District piggyback bid awarded to A-Z Bus Sales. A copy of all piggyback bid documents is available from A-Z Bus Sales, Incorporated.

***Notice of Intent to Purchase:**

By signing this vehicle quotation above, it signifies the intent of Rescue Union School District to purchase the vehicle(s) as listed on this document, from A-Z Bus Sales, Inc. This purchase is based on this Vehicle quotation and is subject to approval by our School Board at their _____ (date) Board meeting. _____ (Initial Here)

WATERFORD USD CO-OP BID #01/17 PRICE RECONCILIATION

Blue Bird T3RE3904S Electric 315 HP Drivetrain 78 Pax AC

Base Waterford co-op pricing	\$157,625.18
2018 Waterford increase	\$7,881.26
24a.) Standard 3 head camera system, installed	\$3,020.00
24c.) Additional camera head Qty (2)	\$1,038.00
29) Fog lights in front bumper -Standard	\$310.00
43e.) A/C Transit style roof mount system	\$17,383.00
43f.) A/C Compressor	\$2,709.00
48) Electric drivetrain conversion package	\$270,000.00
Discount	(\$66,188.81)
Total per bus + sales tax	\$393,777.63

Standard Options Included in base price:

Lettering	Standard
FE/FAK/Decals - CA specs	Standard
Hand held stop sign & holder	Standard
Fog Lights in fron bumper	Standard
Child Check-Mate system - Meeting CA Requirements	Standard



EDI Standard Limited Warranty

1. EDI warrants during the Warranty Term that the Product: (i) will be of merchantable quality and free from defects in material and workmanship, (ii) will conform to the Specifications and all standards set forth by the United States Department of Transportation, including Federal Motor Vehicle Safety Standards and any other applicable U.S. federal, state and local laws applicable to the Products or services, in effect at the time of manufacture, and (iii) will be fit for the intended use of the Product.
2. Warranty Term
 - 2.1. The “**Warranty Term**” for all EDI drive system components, except the battery, shall mean the lesser of (A) five (5) years from the date the Product is delivered, or (B) one hundred thousand (100,000) miles.
 - 2.2. The “**Warranty Term**” for the battery, shall mean the lesser of (A) five (5) years from the date the Product is delivered, or (B) one hundred thousand (100,000) miles.
3. This warranty will cover full repair or replacement costs including the cost of diagnosis, labor, parts, for the system that is covered by the factory warranty and is proven defective during the Warranty Term.
4. Warranty obligations do not apply to conditions resulting from tampering, abuse, neglect, unauthorized modifications, or improper maintenance; or any other item listed under “What is Not Covered” in the factory warranty guide.
5. As a condition of this warranty, Customer is responsible for properly using, maintaining and caring for the system as defined in the Owner’s Manual (provided by EDI with the Product). EDI recommends that records be kept of all repairs and maintenance performed to the Product.
6. To obtain warranty repairs, contact EDI Technologies at 1 408 905-5040 8:00 am to 4:00 pm PST M-F and a representative will provide assistance to help resolve issues.

If during the warranty period Customer becomes aware of any defect covered by EDI’s warranty, Customer shall promptly give written notice of the defect to EDI under EDI’s Return Material Authorization (RMA) process and make the product available for inspection. Upon receipt of a RMA number and shipping instructions from EDI, Customer shall return the product to EDI. Returned products will not be accepted by EDI without a RMA number. Upon receipt of the product, and subject to availability and production scheduling, EDI shall at its option either repair or replace any defective product within 60 days. Customer shall pay all costs of shipping the product from Customer to EDI and returning the product to Customer. EDI shall be responsible for the shipping of a replacement product.

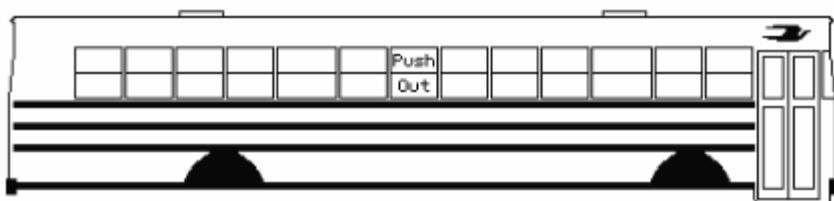
7. **THE WARRANTY ABOVE IS THE SOLE AND EXCLUSIVE WARRANTY. EDI MAKES NO OTHER EXPRESSED OR IMPLIED WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED FOR IN THE MASTER AGREEMENT, EDI HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE.**

Blue Bird EV Specification Sheet



Parameters	Specification
Base Chassis	Blue Bird Type D T3RE and Type C Vision BBCV Chassis
GVWR	Up to 36200 lbs
Drivetrain	High Efficiency Electric Drive- Direct Drive
Electric Motor	TM4 LSM200C-HV3000
Peak/Continuous Torque	2950/1055 Nm (Cummins ISL9 Peak 260-380HP = 976-1695)
Peak/Continuous Power	235/145 kW (Cummins ISL9 Peak 260-380HP = 194-283kW)
Battery Chemistry	NMC (Nickel-Manganese-Cobalt)
Battery Capacity	160 kWh
Peak/Continuous Grade	20% / 17%
All-Electric Range	Up to 120 miles
Top Speed	Up to 65 mph
0-60mph Acceleration	<45 sec
100% Charge Time	Approx. 8 hours (160Kwh/ 19.2 kW = 8.33 hours full charge)
Charging System	Level 2 charger/ SAE J1772 (Same as Chevy Volt)
Heat/Cool System	State and customer specifications

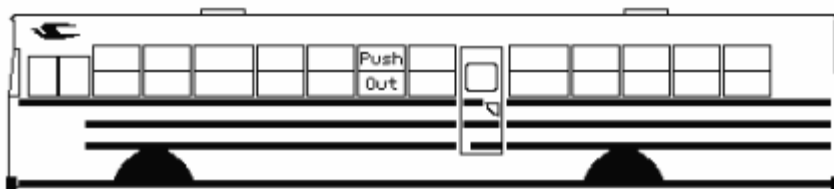




SP: 18094 T3RE 3904, 78 CAP



BP: 5011345 T3RE 3904 259 WB



Service Agreement (E-Rate)

This Service Agreement ("Agreement") is entered into on February 6, 2019 ("Effective Date") by and between Comcast Cable Communications Management, LLC, a Delaware limited liability company, on behalf of itself and its applicable operating affiliates and subsidiaries offering Service(s) as identified below, with offices located at 1701 JFK Blvd., Philadelphia, PA 19103 and Rescue Union Elementary School District ("Customer"), with offices located at 2390 Bass Lake Rd Rescue, CA 95672. Herein, the above shall be collectively referred to as "Parties" and individually as "Party".

This Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its applicable operating affiliates and subsidiaries (identified above, "Comcast") will provide communications and other Service(s) to the above Customer. This Agreement consists of this document ("Service Agreement Cover Page"), the Comcast General Terms and Conditions for E-Rate ("General Terms and Conditions"), Sales Order(s), the Product Specific Attachment(s) applicable to the ordered Service(s) ("PSA(s)"), and any written amendments to the Agreement and executed by both Parties, if any ("Amendment(s)"), collectively referred to as the "Agreement". In the event of an explicit inconsistency among these documents, precedence will be as follows: (1) Amendment(s), (2) PSA(s), (3) General Terms and Conditions, (4) this Service Agreement Cover Page, and (5) Sales Order(s). The PSA(s) are located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx> (or any successor URL). Use of the Service(s) is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://work.comcast.net/legal/aup.asp> (or any successor URL), and the High-Speed Internet for Business Privacy Policy ("Privacy Policy") located at <http://work.comcast.net/legal/privacy.asp> (or any successor URL). Comcast may update the PSA(s), AUP and Privacy Policy from time to time upon posting to the Website. This Agreement shall commence and become a legally binding agreement upon the mutual execution of this Service Agreement Cover Page by the Parties. The Agreement shall terminate as set forth in the General Terms and Conditions. All capitalized terms not defined on this Service Agreement Cover Page shall have the definitions given to them in the General Terms and Conditions.

As set forth in the Sales Order(s) attached hereto, the following Services shall be provided to Customer by Comcast:


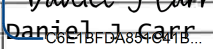
Ethernet Network Service(s) ("ENS"), with one (1) 10,000 Mbps circuit and seven (7) 1000 Mbps circuit(s) (this Agreement represents a renewal of existing Services).

Term (Months): Sixty (60)	Agreement Number: CA-RLori-020619-01/FY19
Non-Recurring Charges (NRC): \$0.00	Monthly Recurring Charges (MRC): \$7,800.00
Custom Installation Charge ("CIC"): \$0.00	
Number of Service Location(s): Eight (8)	Estimated Service Commencement Date: On or after July 1, 2019
Notes / Comments:	
<ol style="list-style-type: none"> E-Rate funding, if applicable, to be sought solely by Customer. The Services specified herein shall be provided by the applicable state affiliate of Comcast Phone, LLC. The Comcast Phone, LLC SPIN No. is 143034516. Customer is CTF eligible under Application No. 868 (filed on July 14, 1997 and approved on August 21, 1997). Comcast makes no representations or warranties with respect to the eligibility or ineligibility of the Services or any Service component for any governmental and/or quasi-governmental telecommunications/internet discounts or entitlements, to include the California Teleconnect Fund ("CTF") program. Customer expressly understands and agrees that it shall pay Comcast one-hundred percent (100%) of all NRC(s) and MRC(s) and other amounts required under this Agreement in accordance with the payment intervals specified herein. Comcast shall have no obligation to discount or pro-rate its invoices, except to the extent specifically required by law and regulation, or except as otherwise set forth above or below. In accordance with the "CPUC Admin Letter 10b", Comcast shall apply the CTF discount after applying any Federal E-Rate discount, if applicable. E-Rate eligible Customers must elect the E-Rate SPI reimbursement method in order to receive CTF funding. 	
Sales Person: Romeo Lorico	Telephone Number: (707) 646-0068
Sales Director: Ron Speno	Telephone Number: (925) 724-9005
Customer Contact: Larry Garcia	Telephone Number: (530) 672-4841

Customer, by signing below, agrees and accepts the terms and conditions of this Agreement.

Rescue Union Elementary School District

Comcast Cable Communications Management, LLC

Signature: 	Signature: 
Printed Name: SEAN MARTIN	Printed Name: DANIEL J. CARR
Title: ASSISTANT SVP	Title: Vice President
Date: 2/12/19	Date: 3/4/2019

**COMCAST ENTERPRISE SERVICES
GENERAL TERMS AND CONDITIONS FOR E-RATE
("General Terms and Conditions")**

ARTICLE 1: DEFINITIONS

For purposes of these General Terms and Conditions, the following terms shall have the meanings specified below.

Affiliate: With respect to each Party, any entity that controls, is controlled by or is under common control with such, Party.

Agreement: Collectively, these General Terms and Conditions, the Service Agreement Cover Page executed by both Parties, any applicable Product Specific Attachment(s) and each binding Sales Order(s).

Comcast: The operating Affiliate of Comcast Cable Communications Management, LLC that provides the Services. References to Comcast in Article 5 and Article 6 shall also include its Affiliates and their respective directors, officers, employees, agents, suppliers, licensors, successors, and assigns, as the case may be.

Comcast Equipment: Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver the Services. Notwithstanding the foregoing, inside telephone wiring within a Service Location(s), whether or not installed by Comcast, shall not be considered Comcast Equipment.

Confidential Information: All information regarding either Party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential" or which reasonably should be known by the receiving Party to be proprietary or confidential information. Without limiting the foregoing, Confidential Information shall include, even if not marked, the Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the Parties' communications regarding such items.

Customer: The entity named on the Service Agreement Cover Page.

Customer-Provided Equipment: Any and all facilities, equipment or devices supplied by a party other than Comcast or its authorized contractors for use in connection with the Services.

Network: The Comcast Equipment, facilities, fiber optic or coaxial cable associated with electronics and other equipment used to provide the Services.

Product Specific Attachment(s) or PSA(s): The additional terms and conditions applicable to the Service(s).

Sales Order(s): A request to provide the Services to a Service Location(s) submitted by Customer to Comcast on (a) the then-current Comcast form designated for such purpose or (b) such

other form, or in such other manner, as may be agreed upon by the Parties. The initial Sales Order(s) is attached to this Agreement. All subsequent Sales Order(s) submitted under the Agreement shall have the same Service Term duration as identified on the Service Agreement Cover Page.

Service(s): Service(s) provided by Comcast pursuant to a Sales Order(s). All Services provided under the Agreement are for commercial, non-residential use only.

Service Commencement Date: With respect to each Service(s), "Service Commencement Date" shall have the meaning specified in the PSA(s) applicable to such Service(s), it being understood that a single Sales Order containing multiple Service Location(s) or Service(s) may have multiple Service Commencement Dates.

Service Location(s): The Customer location(s) where Comcast provides the Services.

Service Term: As specified in a Sales Order(s), the duration of time (which shall commence on the Service Commencement Date) for which Services are ordered.

Termination Charges: Charges that may be imposed by Comcast upon early termination of a Service(s) as specified in the applicable PSA.

Website: The Comcast website where the PSA(s), the Privacy Policy and the Use Policies are posted. The current URL for the Website is <https://business.comcast.com/terms-conditions-ent> (as the same may be updated by Comcast from time-to-time).

ARTICLE 2. DELIVERY OF SERVICE

2.1 Orders. To request Service at a Service Location(s), Customer shall submit a properly completed Sales Order(s) to Comcast. Such Sales Order(s) shall become binding on the Parties upon the earlier of (i) Comcast's notice to Customer that it accepts such Sales Order(s), (ii) Comcast begins providing the Service(s) described in the Sales Order(s) or (iii) Comcast begins installation or construction for delivery of the Service(s). Each Sales Order(s) submitted by Customer may be subject to an engineering review which will determine whether and to what extent the Network must be extended, built or upgraded in order to provide the ordered Service(s). Comcast will provide Customer written notification in the event Service(s) installation at any Service Location(s) will require an additional non-recurring installation fee ("Custom Installation Fee" or "Construction Charges"). Notwithstanding anything to the contrary contained in this Article 2.1, Customer shall have five (5) days from receipt of such notice to reject the Custom Installation Fee and terminate the ordered Services at the affected Service Location(s). For certain Service(s), the Engineering Review will be conducted prior to Sales Order(s) submission. In such case, Customer shall be deemed to have accepted the designated Custom Installation Fee upon submission of the applicable Sales Order.

2.2 Access. In order to deliver Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space ("Access") within and/or outside each

Service Location(s). Within the Service Location(s), Customer shall be solely responsible for securing and maintaining such Access as Comcast may require to deliver the Service(s). In the event that Customer fails to secure or maintain such Access, Comcast (i) may cancel or terminate Service(s) at such Service Location(s) pursuant to Article 4.3 and (ii) shall be excused from its obligations with respect to the Service(s) at such Service Location(s) (including any obligation to issue service credits) until such time as Customer provides Comcast with the necessary Access. If Comcast is unable to secure or maintain Access outside a particular Service Location(s), which Access is needed to provide Service(s) to such Service Location(s), Customer or Comcast may cancel or terminate Service(s) at such Service Location(s), without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other Party.

2.3 Hazardous Materials. If the presence of asbestos or other hazardous materials exists or is detected at a Service Location(s) or within the building where the Service Location(s) is located, Comcast may immediately stop providing and/or installing Service(s) until such materials are removed. Customer shall be responsible for any additional expense incurred by Comcast as a result of encountering, or in the avoidance of, hazardous materials.

2.4 Equipment

A. Comcast Equipment. Comcast may, in its sole discretion, remove or change Comcast Equipment. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than as authorized by the Agreement. Customer shall (i) provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment and (ii) be responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, or by fire, theft or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast. Comcast shall maintain, at its cost, Comcast Equipment during the term of this Agreement; provided, however, that such maintenance shall be at Customer's cost to the extent it is related to causes other than the ordinary and proper use of the Comcast Equipment. Upon termination or expiration of this Agreement and/or any Sales Order(s), Customer shall be responsible for the return of all applicable Comcast Equipment. Until such time as the Comcast Equipment is returned to Comcast, Comcast may continue to invoice Customer for the monthly fee applicable to such Comcast Equipment. If any returned Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may, in its sole discretion, invoice Customer for the manufacturer's list price of such Comcast Equipment or the cost of repair.

B. Customer-Provided Equipment. Customer shall have sole responsibility for providing maintenance, repair, operation and replacement of all Customer-Provided Equipment, inside telephone wiring and other Customer equipment and facilities on the Customer's side of the demarcation point (i.e., the point of interconnection between the Network and Customer-Provided Equipment located at a Service Location(s)). Neither Comcast nor its employees, Affiliates, agents or contractors shall (i) have any obligation to install, operate, or maintain Customer-Provided Equipment or (ii) be liable for any damage, loss, or destruction to Customer-Provided Equipment, unless caused by the gross negligence or willful misconduct of Comcast. Customer-Provided Equipment shall at all times be compatible with the Network. Customer shall be responsible for the payment of service charges for visits by Comcast's employees or agents to a Service Location(s) when the service difficulty or trouble report results from Customer-Provided Equipment.

2.5 Network, Intellectual Property and IP Addresses.

A. The Network is and shall remain the property of Comcast regardless of whether installed within, upon, overhead, above, or underground at or near the Service Location and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Comcast's title to the Network, or any portion thereof, or exposes Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the parties. Nothing in this Agreement shall preclude Comcast from using the Network for services provided to other Comcast customers. For a period of twelve (12) months following Comcast's discontinuance of Service to the Service Location(s), Comcast retains the right to remove the Network. To the extent Comcast removes such portion of the Network it shall be responsible for returning the Service Location(s) to its prior condition, reasonable wear and tear excepted.

B. Customer acknowledges that use of the Services does not give it any ownership or other rights in any telephone number or Internet/online addresses provided in connection with such Services, including, but not limited to, Internet Protocol addresses, e-mail addresses and web addresses.

C. Title and intellectual property rights to (i) the Services and (ii) any computer software or code provided by Comcast to use the Services, including, but not limited to, associated documentation, and all updates thereto ("Licensed Software") are, in each case, owned by Comcast, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling or publication of the Services, in whole or in part, without the express prior written consent of Comcast or other owner of such material, is prohibited.

D. The Agreement provides no right to use any Party's or its Affiliates' trademarks, service marks, or trade names, or to

otherwise refer to the other Party in any marketing, promotional, or advertising materials or activities.

2.6 License Grant. If Customer requires the use of Licensed Software from Comcast in order to use the Services, Customer shall have a nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by Comcast, including, without limitation, end-user license agreements for the Licensed Software. Customer shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software. Customer acknowledges that the use of Service may periodically require updates and/or changes to the Licensed Software resident in the Comcast Equipment or Customer Provided-Equipment. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by Comcast.

ARTICLE 3. BILLING AND PAYMENT

3.1 Charges; Changes to MRC; Taxes.

A. Customer agrees to pay all charges associated with the Services, including, but not limited to, (i) any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services (e.g., applicable franchise fees, right of way fees and Universal Service Fund charges) regardless of whether Comcast or its Affiliates pay the fees directly or are required or permitted by law to collect them from Customer and (ii) charges incurred as the result of fraudulent or unauthorized use of the Services. Any failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use. For the avoidance of doubt, Comcast shall not be responsible for any purchases made by Customer or its end users while using the Services.

B. With respect to each Sales Order, Comcast may, upon thirty (30) days prior written notice to Customer (or such longer period as may be required by law) modify the monthly recurring charges applicable to (i) Ethernet, Internet and/or Video Services at any time after the expiration of the initial Service Term and (ii) any other services at any time; provided, that, Customer acknowledges and agrees that such notice requirement may be satisfied by including notice of a monthly recurring charge modification(s) in a Customer invoice. Customer shall have thirty (30) days from receipt of any such

notice to cancel the applicable Service without further liability. Should Customer fail to cancel within such timeframe, Customer shall be deemed to have accepted the modified Service pricing.

C. Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer shall also be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

3.2 Payment Terms; Disputes

A. Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation, certain usage based charges and third party pass through fees. Payment is due upon presentation of an invoice and will be considered timely made to Comcast if received within thirty (30) days after the invoice date. If a Service Commencement Date is not the first day of a billing period, Customer's first monthly invoice shall include any pro-rated charges for the Services, from the Service Commencement Date to the start of the next billing period. In certain cases, Comcast may agree to provide billing services on behalf of third parties, as the agent of the third party based on Customer's agreements with such third parties ("Third Party Fees"). Any such Third-Party Fees shall be payable pursuant to Customer's contract or other arrangement with such third party and/or Comcast. Comcast shall not be responsible for any dispute regarding Third Party Fees. Partial payment of any bill will be applied to the Customer's outstanding charges in amounts and proportions solely determined by Comcast. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution. Any payment not made when due will be subject to a late charge equal to the lower of (i) 1.5% per month and (ii) the highest rate allowed by law. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

B. If Customer disputes any portion of an invoice, Customer shall pay the undisputed portion of the invoice and submit a written claim, including all substantiating documentation, to Comcast for the disputed amount of the invoice by the invoice due date. The parties shall negotiate in good faith to resolve any billing dispute submitted by Customer pursuant to this Article 3.2(B). Under no circumstances may Customer submit a billing dispute to Comcast later than ninety

(90) days following Customer's receipt of the applicable invoice.

3.3 Credit Approval and Deposits. Initial and ongoing delivery of Services may be subject to credit approval. Customer authorizes Comcast to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Subject to applicable regulations, Comcast may require Customer to make a deposit as a condition to Comcast's provision of the Services, or as a condition to Comcast's continuation of the Services. The deposit will not, unless explicitly required by law, bear interest and shall be held by Comcast as security for payment of Customer's charges. Comcast may apply the deposit to any delinquent Customer charges upon written notice to Customer.

3.4 E-Rate Funding. Comcast makes no representations or warranties with respect to the eligibility or ineligibility of the Services or any Service component for federal e-rate support or for other governmental and quasi-governmental telecommunications/internet discounts or entitlements (collectively, "E-Rate Funding"). Customer expressly understands and agrees that it is responsible for ensuring that Comcast is paid one hundred percent (100%) of all non-recurring charges ("NRC(s)"), monthly recurring Service charges ("MRC(s)") and other amounts required under this Agreement in accordance with the payment intervals specified therein. Unless and until the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer may not withhold or offset any such amounts on the basis of its anticipated receipt of E-Rate Funding, except as otherwise set forth below. In the event that the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer may choose to either (1) pay Comcast in full for the Services, or (2) receive discounted bills from Comcast. If Customer chooses option (1), the Customer must utilize the applicable customer-initiated reimbursement process relative to such E-Rate Funding. Comcast shall have no obligation to discount or pro-rate its invoices or to take other action to process such E-Rate Funding, except to the extent specifically required by law and regulation, or except as otherwise set forth above or below. Notwithstanding this, Comcast will reasonably assist Customer in the completion of any portions of the FCC Form 472 which, as a matter of law or regulation, are required to be completed by the service provider. If Customer chooses option (2), Comcast shall have no obligations under this Agreement until Customer provides Comcast the copy of the Notification and Acceptance of Form(s) 486 from the Universal Services Administrative Company, Schools and Libraries Division ("SLD"), approving Customer's eligibility for E-Rate Funding. A Customer selecting option (2) is required to pay Comcast the non-discounted portion of all NRC(s), MRC(s), and other amounts required under this Agreement in accordance with the payment interval specified therein. Customer also must

reasonably assist Comcast in completing the Service Provider Invoice Form (FCC Form 474) and obtaining full payment of the discount amount from the Universal Service Administrative Company or other E-Rate fund administrator or administrative entity. If during the term of this Agreement, Customer fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the Agreement succeeding the first fiscal period, Customer may elect to (i) continue to receive Services under this Agreement, in which Customer shall remain bound by the terms and conditions set forth hereunder and remain responsible for all NRC(s) and MRC(s), as set forth in the Agreement or applicable Sales Order(s), for the remaining term applicable thereto, irrespective of E-Rate Funding status, or, (ii) terminate this Agreement or Sales Order(s) upon written notice as of the beginning of the fiscal year for which funds are not appropriated or otherwise made available. The effect of termination of the Agreement or Sales Order(s) hereunder will be to discharge both Comcast and the Customer from future performance of the Agreement. However, Comcast shall be reimbursed for any and all unpaid NRC(s), any unpaid past due balance(s), and any additional costs already incurred by Comcast in conjunction with this Agreement. Customer shall notify Comcast in writing within thirty (30) days of fiscal budget denial indicating funds may not be available for the continuation of the Agreement for each succeeding fiscal period beyond the first year. In no event shall Comcast initiate construction of the Network until proof of funding has been received, in whole or in part, based on 100% Customer-furnished funds or partially reimbursed funds by the SLD.

3.5 California Teleconnect Fund and E-Rate Funding. The following provision applies to California entities looking to obtain California Teleconnect Fund and E-Rate Funding and is in lieu of Section 3.4 herein. Comcast makes no representations or warranties with respect to the eligibility or ineligibility of the Services or any Service component for federal e-rate support or for other governmental and quasi-governmental telecommunications/internet discounts or entitlements (collectively, "E-Rate Funding" and/or "California Teleconnect Fund"). Customer expressly understands and agrees that it is responsible for ensuring that Comcast is paid one hundred percent (100%) of all non-recurring charges ("NRC(s)"), monthly recurring Service charges ("MRC(s)") and other amounts required under this Agreement in accordance with the payment intervals specified therein. Customer may not withhold or offset any such amounts on the basis of its actual or anticipated receipt of E-Rate Funding, except as otherwise set forth below. In the event that the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer will utilize the applicable customer-initiated reimbursement process relative to such E-Rate Funding. Comcast shall have no obligation to discount or pro-rate its invoices or to take other action to process such E-Rate Funding, except to the extent specifically required by law and regulation, or except as otherwise set forth above or below. In accordance with the "CPUC Admin Letter 10b", Comcast shall

apply the CTF discount after applying any Federal E-Rate discount, if applicable. E-Rate eligible Customers must elect the E-Rate SPI reimbursement method in order to receive CTF funding. Notwithstanding this, Comcast will complete and process the FCC Form 474, which, as a matter of law or regulation, is required to be completed by the service provider. In the event that the Parties have expressly amended this Agreement in writing to permit E-Rate Funding to be applied in the form of discounts to, or a pro-ration of, Customer's invoices, Comcast shall have no obligations under this Agreement until Customer provides Comcast the copy of the Notification and Acceptance of Form(s) 486 from the Universal Services Administrative Company, Schools and Libraries Division ("SLD"), approving Customer's eligibility for E-Rate Funding. If during the Service Term of this Agreement Customer fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the Agreement succeeding the first fiscal period, Customer may elect to (i) continue to receive Services under this Agreement, in which Customer shall remain bound by the terms and conditions set forth hereunder and remain responsible for all NRC and MRC, as set forth in the Sales Order Form(s) attached hereto, for the remaining term of the Agreement, irrespective of E-Rate Funding status, or, (ii) terminate this Agreement upon written notice as of the beginning of the fiscal year for which funds are not appropriated or otherwise made available. The effect of termination of the Agreement hereunder will be to discharge both Comcast and the Customer from future performance of the Agreement. However, Comcast shall be reimbursed for any and all unpaid NRC, any unpaid MRC or past due balance(s), and any additional costs already incurred by Comcast in conjunction with this Agreement. Customer shall notify Comcast in writing within thirty (30) days of fiscal budget denial indicating funds may not be available for the continuation of the Agreement for each succeeding fiscal period beyond the first year. In no event shall Comcast initiate construction of the Network until proof of funding has been received, in whole or in part, based on 100% Customer-furnished funds or partially reimbursed funds by the SLD.

ARTICLE 4. TERM & TERMINATION

4.1 Sales Order Term. Upon the expiration of the Service Term applicable to a Sales Order, each Sales Order shall automatically renew for successive periods of one (1) month each (each, a "Renewal Term"), not to exceed twelve (12) months, unless prior written notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. To the extent the initial Service Term or a Renewal Term applicable to a Sales Order extends beyond the expiration date of the term set forth on the Service Agreement Cover Page, such Sales Order shall continue to be governed by the terms and conditions of the Agreement.

4.2 Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate any or all Sales

Order(s) at any time, upon thirty (30) days prior written notice to Comcast. Comcast may terminate the Agreement upon notice if Customer does not take any Service under a Sales Order for twelve (12) consecutive months or longer.

4.3 Termination for Cause. If either Party breaches any material term of the Agreement and the breach continues unremedied for thirty (30) days after written notice of default, the other Party may terminate for cause any Sales Order(s) materially affected by the breach. Either Party may terminate a Sales Order immediately upon notice to the other Party if the other Party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.

4.4 Effect of Expiration/Termination of a Sales Order. Upon the expiration or termination of a Sales Order(s) for any reason (i) Comcast shall disconnect the applicable Service(s), (ii) Comcast may delete all applicable data, files, electronic messages, or other information stored on Comcast's servers or systems and (iii) Comcast may assess and collect from Customer applicable Termination Charges. Termination by either Party of a Sales Order does not waive any other rights or remedies that it may have under this Agreement. The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

ARTICLE 5. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES

5.1 Limitation of Liability.

A. THE AGGREGATE LIABILITY OF COMCAST FOR ANY AND ALL LOSSES, DAMAGES AND CAUSES ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO COMCAST'S INDEMNIFICATION OBLIGATIONS AND CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMCAST WHILE ON THE CUSTOMER SERVICE LOCATION.

B. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMCAST UNDER THIS AGREEMENT FOR ALL INDEMNIFICATION OF IP CLAIMS UNDER SECTION 6.1(i) OF THESE GENERAL TERMS AND CONDITIONS EXCEED THE GREATER OF (I) ONE (1) MILLION

DOLLARS (\$1,000,000) AND (II) THE AGGREGATE AMOUNT OF FEES RECEIVED BY COMCAST FROM CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE IP CLAIM FIRST AROSE.

C. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL COMCAST BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (1) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (2) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (3) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (4) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT. CUSTOMER IS SOLELY RESPONSIBLE FOR BACKING UP ITS DATA, FILES, AND SOFTWARE PRIOR TO THE INSTALLATION OF SERVICE AND AT REGULAR INTERVALS THEREAFTER.

D. NOTWITHSTANDING ANYTHING TO CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT; PROVIDED, THAT, THE FOREGOING LIMITATION SHALL NOT LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST, OR FOR TERMINATION CHARGES.

5.2 Disclaimer of Warranties. Services shall be provided pursuant to the terms and conditions in the applicable PSA(s) and Service Level Agreement, and are in lieu of all other warranties, express, implied or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. **TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMCAST EXPRESSLY DISCLAIMS ALL SUCH EXPRESS, IMPLIED AND STATUTORY WARRANTIES.** Without limiting the generality of the foregoing, and except as otherwise identified in a PSA(s) or Service Level Agreement, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet customer's requirements, or that

the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties. Customer acknowledges and agrees that the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment.

5.3 Exclusive Remedies. Customer's sole and exclusive remedies are as expressly set forth in the Agreement. In those states where Customer's remedies cannot be so limited, the liability of Comcast is limited to the maximum extent permitted by law.

ARTICLE 6. INDEMNIFICATION

6.1 Comcast's Indemnification Obligations. Subject to Article(s) 5.1(B), 5.1(C) and 5.1(D) and any other limitations contained in the Agreement, Comcast shall indemnify defend, and hold harmless Customer, its Affiliates and their respective employees, directors, officers, and agents (the "Customer Indemnified Parties") from and against all , actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of (i) infringement of U.S. patent or copyright law based solely on Comcast Equipment or Licensed Software; provided, that, Comcast shall have no liability for any claim of infringement arising from: (a) Comcast's compliance with any designs, specifications, or instructions of Customer; (b) modification or alteration of the Licensed Software or Comcast Equipment by Customer or a third party without the prior knowledge and written approval of an authorized officer of Comcast; (c) use of the Licensed Software or Comcast Equipment in a way not authorized in writing by an authorized officer of Comcast; and/or (d) Customer's failure to use an updated version of the Licensed Software or Comcast Equipment which has been provided, or made available, to Customer and (ii) damage to tangible personal property or real property, and personal injuries (including death) arising out of the gross negligence or willful misconduct of Comcast while working on the Service Locations.

6.2 Customer's Indemnification Obligations. Customer shall indemnify, defend, and hold harmless Comcast from any and all Claims arising on account of or in connection with Customer's and its users' use or sharing of the Service provided under the Agreement, including with respect to: (i) any content received or distributed by Customer or its users through the Service, (ii) libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; (iii) for patent infringement arising from Customer's combining or connection of Customer-Provided Equipment to use the Service and (iv) for damage arising out of the gross negligence or willful misconduct of Customer.

6.3 Indemnification Procedures. To the extent a Party may be entitled to indemnification under this Agreement (an "Indemnified Party"), such Indemnified Party shall (i) promptly notify the other Party (the "Indemnifying Party") in writing of any pending or threatened claim or demand that the Indemnified

Party has determined has given or would reasonably be expected to give rise to such right of indemnification (an "Action") and (ii) cooperate in every reasonable way to facilitate the defense or settlement of such Action. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 7. CONFIDENTIAL INFORMATION AND PUBLICITY

7.1 Disclosure and Use. All Confidential Information disclosed by either Party shall, during the term of the Agreement and for two (2) years after the expiration or termination thereof (or such longer period as may be required by law), be kept by the receiving Party in strict confidence and shall not be disclosed to any third party without the disclosing Party's express written consent. Notwithstanding the foregoing, (i) such information may be disclosed (A) to the receiving Party's employees, affiliates, and agents who have a need to know for the purpose of performing under this Agreement, using the Services and rendering the Services (provided that in all cases the receiving Party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure) or (B) as otherwise authorized by this Agreement and (ii) each Party's confidentiality obligations hereunder shall not apply to information that: (A) is already known to the receiving Party without a pre-existing restriction as to disclosure, (B) is or becomes publicly available without fault of the receiving Party; (C) is rightfully obtained by the receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing Party, (D) is developed independently by the receiving Party without use of the disclosing Party's Confidential Information or (E) is required to be disclosed by law or regulation. Each Party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using less than a reasonable degree of care. Notwithstanding anything to the contrary contained in this Article 7.1 or the Agreement, Customer acknowledges and agrees that Comcast shall have no liability or responsibility for content received or distributed by Customer or its users through the Service.

7.2 Publicity. Neither Party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Customer without the prior written

consent of the other Party. Notwithstanding the foregoing, Comcast may include Customer's name on Comcast's customer lists together with a description of Services purchased (financial terms not to be disclosed). If Customer wishes to remove Customer's name from such list or to limit the foregoing use of Customer's name, Customer may contact Comcast as set forth in Article 9.3 of these General Terms and Conditions and Comcast will effect such removal.

7.3 Remedies. Notwithstanding any other Article of this Agreement, the non-breaching Party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 7, including, but not limited to, injunctive relief.

ARTICLE 8. PROHIBITED USES; USE AND PRIVACY POLICIES

8.1 Prohibited Uses; Comcast Use Policies. Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of any Use Policy (as defined below); (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, and permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for the compliance of its users with the provisions of the Agreement. Customer may not sell, resell, sublicense, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof. Customer acknowledges and agrees that Customer's and its users' use of Services shall be subject to Comcast's acceptable use policies ("AUPs") and security policies (together with the AUPs, the "Use Policies") that may limit Customer's and its users' use of the Services. The Use Policies are posted on the Website, and are incorporated into this Agreement by reference. Comcast reserves the right to act immediately and without notice to (i) terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Comcast determines that such use or information is in violation of this Article 8.1 or the Use Policies and (ii) terminate or suspend the Services in the event of fraudulent use of Customer's Services. Customer acknowledges and agrees that Comcast may, but is not obligated to, detect or report unauthorized or fraudulent use of the Services to Customer.

8.2 Privacy Policy. Comcast's commercial privacy policy (the "Privacy Policy") applies to Comcast's handling of Customer confidential information. The Privacy Policy is available on the Website. Notwithstanding the foregoing or anything to the contrary contained in the Agreement or the Privacy Policy, Comcast is not responsible for any information provided by Customer to third parties and Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

ARTICLE 9. MISCELLANEOUS TERMS

9.1 Force Majeure. Neither Party nor its Affiliates shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cuts, acts of regulatory or governmental agencies, unforeseeable third party actions, or other causes beyond the Party's reasonable control, except that Customer's obligation to pay for Services provided under the Agreement shall not be excused. Changes in economic, business or competitive condition shall not be considered force majeure events.

9.2 Assignment or Transfer. Customer shall not assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of Comcast, which shall not be unreasonably withheld. All obligations and duties of either Party hereunder shall be binding on all successors in interest and permitted assigns of such Party.

9.3 Notices. Except as otherwise identified herein, any notice sent pursuant to the Agreement shall be deemed given and effective when sent by facsimile (confirmed by first-class mail), or when delivered by overnight express or other express delivery service, in each case, to the following addresses (or to such other addresses as a Party may designate by written notice to the other Party): (i) with respect to Customer, to the address set forth on any Sales Order; or (ii) with respect to Comcast, to: Vice President of Sales Operations (Comcast Business), One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to Cable Law Department, One Comcast Center, 50th Floor, 1701 JFK Blvd., Philadelphia, PA 19103. Alternatively, Customer may send termination notice to Comcast through the Comcast disconnection portal found at the following URL: <https://business.comcast.com/landingpage/disconnect> (as the same may be updated by Comcast from time-to-time).

9.4 Amendments; Changes to the Agreement. The Agreement may not be amended except by a written agreement executed by the Parties; provided, that, notwithstanding the foregoing, Comcast may change or modify the PSA(s) and any related policies (including the Use Policies and Privacy Policy) from time to time ("Revisions") by posting such Revisions to the Website. The Revisions are effective upon posting to the Website. Customer will receive notice of any Revisions in the next applicable monthly invoice. Customer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Comcast with written notice that the Revisions adversely affect Customer's use of the Service(s). If, after such notice, Comcast is able to verify such adverse effect but is unable to reasonably mitigate the Revision's impact on such Service(s), then Customer may terminate the impacted Service(s) without further obligation to Comcast beyond the termination date, including Termination Charges, if any. This shall be Customer's sole and exclusive remedy for any Revisions. Terms or conditions contained in any Sales Order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect.

9.5 Tariffs. Notwithstanding anything to the contrary in the Agreement, Comcast may elect or be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency with respect to rates, the rates and other terms set forth in the applicable Sales Order shall be treated as individual case based arrangements to the maximum extent permitted by law, and Comcast shall take such steps as are required by law to make the rates and other terms enforceable. If Comcast voluntarily or involuntarily cancels or withdraws a tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a tariff under which Service is provided to Customer in a manner that is material and adverse to either Party, the affected Party may terminate the applicable Sales Order(s) upon a minimum thirty (30) days' prior written notice to the other Party, without further liability.

9.6 Entire Understanding; Construction; Survival; Headings; No Waiver. The Agreement supersedes all prior agreement between the Parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to the subject matter hereof. In the event that any portion of the Agreement is held to be invalid or unenforceable, the Parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the Parties, and the remainder of the Agreement shall remain in full force and effect. The rights and obligations of either Party that by their nature would continue beyond the termination or expiration of the Agreement shall survive termination or expiration of the Agreement. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof. No failure by either Party to enforce any right(s) hereunder shall constitute a waiver of such right(s). The Agreement may be executed in counterpart copies. Each Party represents and warrants that the persons who executes the Agreement on its behalf are duly authorized to do so.

9.7 Choice of Law; Compliance with Laws. The domestic law of the state in which the Service is provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law. Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

9.8 No Third Party Beneficiaries; Independent Contractors. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right

or privilege. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Out-of-State Travel

BACKGROUND:

This conference, put on by the Association of California School Administrators, will provide opportunities for Rescue Union School District's administrators to learn more about best practices related to leadership and service that can help to maximize students' academic performance, improve school climate, promote campus safety, and address other areas related to school operations.

STATUS:

Sean Martin, Assistant Superintendent of Business Services and Dave Scroggins, Assistant Superintendent of Curriculum and Instruction would participate in the North State Spring Conference, an ACSA Regional Professional Development Conference, May 3-5, 2019 in Reno, Nevada.

FISCAL IMPACT:

Fiscal impact will be reflected in the 2018-2019 budget.

BOARD GOAL:

Board Focus Goal IV - STAFF NEEDS:

Attract and retain, diverse knowledgeable, dedicated employees who are skilled and supported in their commitment to providing quality education for our students.

RECOMMENDATION:

The Board of Trustees approve participation at the ACSA North State Conference in Reno Nevada for the Assistant Superintendent of Business Services and the Assistant Superintendent of Curriculum and Instruction.

Rescue Union School District

AGENDA ITEM: Consolidated Application

BACKGROUND:

The Consolidated Application is used by the California Department of Education (CDE) to distribute categorical funds from various federal programs to school districts throughout California. Annually, each local agency (LEA) submits the Consolidated Application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program.

STATUS:

The Consolidated Application is completed online through the Consolidated Application and Reporting System (CARS) to apply for Federal Categorical Program funding and to report the use of these funds.

FISCAL IMPACT:

Receipt of continued federal categorical aid funds.

BOARD GOAL(S):

Board Focus Goal I – STUDENT NEEDS:

- B. Curriculum and Instruction: Provide a meaningful, innovative learning environment using Common Core, and other student content standards and research-based, progressive, effective instructional methodology, instructional materials, staff development and technology that will ensure student success in career and college.

Board Focus Goal II – FISCAL ACCOUNTABILITY:

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

RECOMMENDATION:

Approve the Consolidated Application.

2018-19 Federal Transferability

Federal transferability of funds is governed by Title V in ESSA Section 5102. An LEA may transfer Title II, Part A and or Title IV, Part A program funds to other allowable programs. This transferability is not the same as Title V, Part B Alternative Uses of Funds Authority governed by ESEA Section 5211. **Note: Funds transferred under Title V, Part B Alternative Uses of Funds Authority are not to be included on this form.**

CDE Program Contact:

Juan J. Sanchez, Standards Implementation Support Office (Title II), jsanchez@cde.ca.gov, 916-319-0452
Tom Herman, Coordinated School Health & Safety (Title IV), THerman@cde.ca.gov, 916-319-0914

Title II, Part A Transfers

2018-19 Title II, Part A entitlement	\$67,573
Transferred to Title I, Part A	\$0
Transferred to Title I, Part C	
Transferred to Title I, Part D	
Transferred to Title III English Learner	
Transferred to Title III Immigrant	
Transferred to Title IV, Part A	
Transferred to Title V, Part B, Subpart 1 Small, Rural School Achievement Grant	
Transferred to Title V, Part B, Subpart 2 Rural and Low-Income Grant	
Total amount of Title II, Part A funds transferred out	\$0
2018-19 Title II, Part A entitlement after transfers out	\$67,573

Title IV, Part A Transfers

2018-19 Title IV, Part A entitlement	\$14,956
Transferred to Title I, Part A	
Transferred to Title I, Part C	
Transferred to Title I, Part D	
Transferred to Title II, Part A	
Transferred to Title III English Learner	
Transferred to Title III Immigrant	
Transferred to Title V, Part B, Subpart 1 Small, Rural School Achievement Grant	
Transferred to Title V, Part B, Subpart 2 Rural and Low-Income Grant	
Total amount of Title IV, Part A funds transferred out	\$0
2018-19 Title IV, Part A entitlement after transfers out	\$14,956

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2018-19 Title II, Part A LEA Allocations

The purpose of this data collection is to calculate the total allocation amount available to the LEA for Title II, Part A Supporting Effective Instruction.

CDE Program Contact:

Maxine Wheeler, Standards Implementation Support Office, mwheeler@cde.ca.gov, 916-323-4746

Juan J. Sanchez, Standards Implementation Support Office (Title II), jsanchez@cde.ca.gov, 916-319-0452

2018-19 Title II, Part A entitlement	\$67,573
Transferred-in amount	\$0
Total funds transferred out of Title II, Part A	\$0
Total entitlement after transfers	\$67,573
Repayment of funds	\$0
2018-19 Allocation	\$67,573
Administrative and indirect costs	\$2,359
Equitable services for nonprofit private schools	\$0
2018-19 Title II, Part A adjusted allocation	\$65,214

*****Warning*****

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2018-19 Title IV, Part A LEA Allocations

The purpose of this data collection is to calculate the total allocation amount available to the LEA for Title IV, Part A and to report reservations.

CDE Program Contact:

Tom Herman, Coordinated School Health & Safety (Title IV), THerman@cde.ca.gov, 916-319-0914

2018-19 Title IV, Part A entitlement	\$14,956
Transferred-in amount	\$0
Total funds transferred out of Title IV, Part A	\$0
2018-19 Title IV, Part A allocation	\$14,956
Indirect cost reservation	\$522
Administrative reservation	\$0
Equitable services for nonprofit private schools	\$0
2018-19 Title IV, Part A adjusted allocation	\$14,434

*****Warning*****

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2018-19 Title I, Part A Notification of Authorization of Schoolwide Program

This report provides notification to the California Department of Education of a school's eligibility and local board approval to operate under and report as Schoolwide Program

CDE Program Contact:

Lana Zhou, Title I Policy and Program Guidance Office, lzhou@cde.ca.gov, 916-319-0956
Rina DeRose, Title I Policy and Program Guidance Office, RDerosc@cde.ca.gov, 916-323-0472

School Name	School Code	Authorized	Local Board Approved Date (ex. 07/30/2018)	Low Income %	SIG Approved Date (ex. 07/30/2018)	SWP Waiver Approved Date (ex. 07/30/2018)
Green Valley Elementary	6098693	Y	01/22/2019	29.00%	01/22/2019	01/22/2019
Jackson Elementary	6005706	N				
Lake Forest Elementary	6109441	N				
Lakeview Elementary	0108258	N				
Marina Village Middle	6103527	N				
Pleasant Grove Middle	0101519	N				
Rescue Elementary	6005714	Y	01/22/2019	36.00%	01/22/2019	01/22/2019

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2017-18 Title I, Part A LEA Carryover

Report only expenditures and obligations for fiscal year 2017-18 allocation to determine funds to be carried over.

CDE Program Contact:

Kevin Donnelly, Title I Policy and Program Guidance Office, kdonnelly@cde.ca.gov, 916-319-0942

Rina DeRose, Title I Policy and Program Guidance Office, RDeRose@cde.ca.gov, 916-323-0472

Carryover Calculation

2017-18 Title I, Part A LEA allocation	\$231,194
Transferred-in amount	\$0
2017-18 Title I, Part A LEA available allocation	\$231,194
Expenditures and obligations through September 30, 2018	\$231,194
Carryover as of September 30, 2018	\$0
Carryover percent as of September 30, 2018	0.00%

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2017-18 Title III English Learner YTD Expenditure Report, 18 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2017 through December 31, 2018.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Required and Authorized English Learners Sub-grantee Activities**Required**

Section 3115 (c)(1) To increase the English proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.

Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

Authorized

- (1) Upgrading program objectives and effective instruction strategies.
- (2) Improving the instruction program for English learners by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.
- (3) Providing tutorials and academic or vocational education for English learners and intensified instruction.
- (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.
- (5) Improving the English language proficiency and academic achievement of English learners.
- (6) Providing community participation programs, family literacy services and parent outreach and training activities to English learners and their families.
- (7) Improving the instruction of English learners, which may include English learners with disabilities. Offering early college high school or dual or concurrent enrollment programs or courses designed to help English learners achieve success in postsecondary education.

2017-18 Title III English learner entitlement	\$18,035
Transferred-in amount	\$0
2017-18 Total allocation	\$18,035
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$1,120
2000-2999 Classified personnel salaries	\$194
3000-3999 Employee benefits	\$123
4000-4999 Books and supplies	\$820
5000-5999 Services and other operating expenditures	\$15,485
Direct administrative costs (Amount cannot exceed 2% of the entitlement)	\$0
Indirect costs	\$293
Total year-to-date expenditures	\$18,035
2017-18 Unspent funds	\$0

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2017-18 Title III Immigrant YTD Expenditure Report, 18 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2017 through December 31, 2018.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Approved Immigrant Sub-grantee Activities

(e) ACTIVITIES BY AGENCIES EXPERIENCING SUBSTANTIAL INCREASES IN IMMIGRANT CHILDREN AND YOUTH-

(1) IN GENERAL-An eligible entity receiving funds under section 3114(d)(1) shall use the funds to pay for activities that provide enhanced instructional opportunities for immigrant children and youth, which may include-

(A) family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children;

(B) support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth;

(C) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth

(D) identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds;

(E) basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services;

(F) other instruction services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; and

(G) activities, coordinated with community-based organizations, institutions of higher education, private sector entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services.

2017-18 Title III immigrant entitlement	\$3,376
Transferred-in amount	\$0
2017-18 Total allocation	\$3,376
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$0
2000-2999 Classified personnel salaries	\$1,185
3000-3999 Employee benefits	\$107
4000-4999 Books and supplies	\$421
5000-5999 Services and other operating expenditures	\$1,591
Direct administrative costs (Amount should not exceed 2% of the entitlement)	\$0
Indirect costs	\$72
Total year-to-date expenditures	\$3,376
2017-18 Unspent funds	\$0

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2016-17 Title I, Part A Closeout Report

Report fiscal year expenditures to determine 2016-17 Title I, Part A unspent funds.

CDE Program Contact:

Kevin Donnelly, Title I Policy and Program Guidance Office, kdonnelly@cde.ca.gov, 916-319-0942
Rina DeRose, Title I Policy and Program Guidance Office, RDeRose@cde.ca.gov, 916-323-0472

2016-17 Reported Carryover

2016-17 Title I, Part A LEA available allocation	\$199,864
Expenditures through September 30, 2017	\$178,777
Carryover as of September 30, 2017	\$21,087
Amount of funds CDE invoiced the LEA, if applicable	\$0
Adjusted carryover amount	\$21,087

2016-17 Final Expenditures

2016-17 Expenditures as of September 30, 2018 (Including liquidation of obligations not later than 90 days after September 30, 2018)	\$21,087
Amount of unspent funds to be invoiced by CDE	\$0

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2016-17 Title II, Part A Fiscal Year Expenditure Report, Closeout 27 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2016 through September 30, 2018.

CDE Program Contact:

Maxine Wheeler, Standards Implementation Support Office, mwheeler@cde.ca.gov, 916-323-4746

2016-17 Title II, Part A entitlement	\$63,421
2016-17 Title II, Part A total apportionment issued	\$63,421

Professional Development Expenditures

Professional development for teachers	\$32,589
Professional development for administrators	
Subject matter project	
Other professional development expenditures	\$28,087

Exams and Test Preparation Expenditures

Exam fees, reimbursement	
Test preparation training and or materials	
Other exam and test preparation expenditures	

Recruitment, Training, and Retaining Expenditures

Recruitment activities	
Hiring incentive and or relocation allotment	
National Board Certification and or stipend	
Verification process for special settings (VPSS)	
University course work	
Other recruitment training and retaining expenditures	

Miscellaneous Expenditures

Class size reduction	
Administrative and indirect costs	\$2,745
Total funds transferred to Title I, Part A	
Other allowable expenditures or encumbrances	
Total expenditures and encumbrances	\$63,421
2016-17 Unspent Funds	\$0
Note: CDE will invoice the LEA for the 2016-17 unspent apportionment amount.	

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2016-17 Title III Immigrant YTD Expenditure Report, Closeout 27 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2016 through September 30, 2018.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Approved Immigrant Sub-grantee Activities

(e) ACTIVITIES BY AGENCIES EXPERIENCING SUBSTANTIAL INCREASES IN IMMIGRANT CHILDREN AND YOUTH-

(1) IN GENERAL-An eligible entity receiving funds under section 3114(d)(1) shall use the funds to pay for activities that provide enhanced instructional opportunities for immigrant children and youth, which may include-

(A) family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children;

(B) support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth;

(C) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth

(D) identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds;

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(F) other instruction services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; and

(G) activities, coordinated with community-based organizations, institutions of higher education, private sector entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services.

2016-17 Title III immigrant entitlement	\$1,815
2016-17 Title III immigrant total apportionment issued	\$1,815
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$0
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$0
4000-4999 Books and supplies	\$1,750
5000-5999 Services and other operating expenditures	\$0
Administrative and indirect costs	\$65
Total year-to-date expenditures	\$1,815
2016-17 Unspent funds	\$0
Note: CDE will invoice the LEA for the 2016-17 unspent apportionment amount.	

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